



Formal Agreement:
(Reference – 201021)

Between:

Venson Automotive Solutions Ltd

and

NHS Business Services Authority

Dated: [REDACTED]

Version: 1.0 – 31/01/2012

Introduction

This Formal Agreement ("Agreement") is designed to formalise the basis on which:

Venson Automotive Solutions Ltd ("Supplier") whose registered office is Venson House 1 A C Court, High Street, Thames Ditton, Surrey, KT7 0SR (Company Registration Number – 2714185) , and

NHS Business Services Authority ("Customer") whose registered office is Commercial Services, Stella House, Newcastle upon Tyne, NE15 8NY

shall conduct future business with effect from 07/02/2023 ("The Effective Date"). The Agreement shall continue for a period of no less than 36 calendar months (unless terminated earlier as a result of Default or Force Majeure in accordance with the conditions in Appendix 1 Addendum 1 to this Agreement). Thereafter either Party may terminate the Agreement at no less than six (6) calendar months' notice to the other.

Any amendments to the Agreement shall only be deemed valid when documented in writing and signed by both the Customer and the Supplier ("The Parties"). Such amendments shall be limited to the scope as agreed and not be construed by The Parties as altering any other aspect of the Agreement.

Any and all Services provided by the Supplier during the period from The Effective Date to Agreement termination ("Agreement Duration") shall be entirely on the basis of the warranties and conditions as stipulated herein. This shall include both firm commitments for the Services outlined within this Agreement as well as further call off purchases pursuant to a purchase Order. For the avoidance of doubt the provisions of this paragraph shall also apply to any Services which shall continue to be provided by The Supplier beyond the date of Agreement termination, where a minimum term or period has been specified ("Surviving Deliverables").

The terms of this Agreement shall be available solely to the Customer noted above unless explicitly specified to the contrary in Appendix 1 Addendum 4 to this agreement.

Definitions and Interpretations in this Agreement are defined in Appendix 1 Annex A. Additional Definitions and Interpretations pertaining to a particular Appendix or Addendum may be detailed in the Appendix or Addendum itself.

Scope of Supply

The Customer shall enter into an arrangement for the provision of the Vehicle related Services (such Services to be supplied throughout the United Kingdom) from The Supplier as defined within this Agreement.

Appendices to this Agreement

The Parties acknowledge that the following Appendices shall form part of this Agreement. All obligations, warranties and conditions documented within these appendices shall be binding on The Parties.

Appendix 1 – Annex A - Definitions

Appendix 1 Addendum 1 – General Conditions & Warranties for the Supply of Goods & Services

Appendix 1 Addendum 2 – Account Management & Infrastructure

Appendix 1 Addendum 3 – Interactive Services & On Line Quotations

Appendix 1 Addendum 4 – Customer Group Companies

Appendix 2 – Master Contract Hire Agreement

Appendix 2 Annex A – Contract Hire Mandatory Services

Appendix 2 Addendum 1 – Contract Hire Maintenance Services

Appendix 2 Addendum 3 – Early Termination Calculation (Open Book)

Appendix 2 Addendum 7 – End of Contract Hire Damage Waiver

Appendix 6 Addendum to Master Hire Agreements

Hierarchy of Precedence

If there is any conflict in the terms and conditions of this Agreement, its Appendices, Addendums and/or Annexes, such terms and conditions shall be interpreted in accordance with the following order of precedence (highest to lowest):

This Introduction to the Agreement & Appendix 1 Annex A (Definitions and Interpretations)

Appendix 2 – Master Contract Hire Agreement & Appendix 3 – Master Contract Purchase Agreement & Appendix 4 – Outright Purchase Master Agreement

Appendix 1 Addendum 1 – General Conditions & Warranties for the Supply of Goods & Services

All other Annexes, Appendices and Addendums

Exclusivity

For the avoidance of doubt, unless explicitly stated elsewhere within this Agreement, the Customer is obliged to procure the Services as described herein on a sole and exclusive basis from the Supplier. The Supplier shall reserve the sole right to amend (without consultation) the prices and benefits to The Customer as outlined within this Agreement should the Customer breach its obligations under this paragraph.

Signatures

[Redacted Signature]

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Definitions & Interpretations in this Agreement:-

Agreement Duration – The period from the Effective Date up until Agreement termination (due to one of the circumstances as contemplated within this Agreement).

Business Day – Shall mean a Monday, Tuesday, Wednesday, Thursday or Friday excluding any statutory Bank Holidays in England. Business Days shall be construed as a plural of Business Day.

Customer - Shall be defined as in the Introduction to this Agreement.

Effective Date – commencement date of the Agreement.

IPR – Intellectual Property Rights. Intellectual Property Rights means rights in patents; design rights whether the rights are registered, unregistered or form pending applications; copyright (including copyright in software, data and in connection with any databases); database rights; know-how (including trade secrets and confidential business information); and any similar or analogous rights to any of the above, whether arising or granted under the laws of England and Wales or of any other jurisdiction.

Personal Data- As defined by the General Data Protection Regulations (EU) 2016/679 and that relates to the customer's employees, contractors, volunteers and other individuals authorised to drive the Customer's vehicles.

KPI(s) – Key Performance Indicator(s). The levels of Service performance the Supplier has committed to use reasonable endeavours to achieve throughout this Agreement.

Party – Shall mean either the Customer or the Supplier.

Services – The goods and services provided by the Supplier to the Customer as detailed within this Agreement, in return for the remuneration as specified herein.

Sub-Contractor – Shall mean a supplier of goods or services to the Supplier.

Supplier – Shall be defined as in the Introduction to this Agreement.

The Parties – Shall mean both the Customer and Supplier.

VAT – Shall mean Value Added Tax at the prevailing rate as set by HM Revenue & Customs

£ or pence – Shall mean Great British Pound sterling (or pence)

Interpretations herein:-

- (a) the singular includes the plural and vice versa;
- (b) any statute or statutory provision includes any statutory modification or re-enactment thereof for the time being in force;
- (c) any document, form or notice signed by a Party hereto means signed by a person duly authorised by the relevant Party for such purpose.
- (d) any headings in the Agreement are for convenience only and shall not affect the construction of the Agreement.

Appendix 1 Addendum 1 – General Conditions & Warranties for the Supply of Goods & Services

1 Scope

These conditions and warranties shall apply to the supply of Services from the Supplier to the Customer (this shall include both firm commitments for Services detailed within this Agreement as well as further call off purchases pursuant to a purchase Order) and shall supersede all previous communications or agreements between the Supplier and Customer whether oral or written relating to any goods or any services.

2 General Obligations

- 2.1. The Supplier: Throughout the Agreement Duration, the Supplier shall provide all Services;
- (a) in such manner as ensures that the Customer requirements are met; that are
 - (b) in accordance with the terms of this Agreement; and
 - (c) in accordance with any Appendices, Annexes of Addendums explicitly incorporated into this Agreement.
- 2.2. The Customer: Throughout the Agreement Duration, the Customer shall;
- (a) co-operate with the Supplier in all matters relating to the supply of Services outlined elsewhere in this Agreement; and
 - (b) provide, for the Supplier, its employees and its Sub-Contractors, in a timely manner and at no charge, access to the Customer's premises and other facilities as reasonably required by the Supplier for the purposes of providing the Services as detailed within this Agreement.

The Supplier shall not be responsible for any lack of performance under this Agreement which is caused in whole or in part by any act or omission of the Customer.

3 Title & Risk Transfer

- 3.1. Goods Transfer: Risk shall transfer on acceptance of such goods by the Customer, unless otherwise agreed between The Parties. Unless stated elsewhere in this Agreement the Supplier shall retain full title in all and any goods supplied.

4 Charges, Payment and Taxes

- 4.1. Invoicing: Specific terms relating to invoicing and payment shall be as specified in the appropriate Appendixes and Addendums to this Agreement. Time is of the essence in respect of the Customer's payment obligations under this Agreement. All payments to be made to the Supplier under this Agreement shall be made free and clear of set off, counter-claim, deductions or withholdings of any nature whatsoever. If any such payment shall be paid after the due date (as specified in the appropriate Appendixes and Addendums to this Agreement), the Customer shall pay in addition, and on demand to the Supplier interest on all sums due, calculated on a daily basis at a rate of three per cent (3%) per annum above the prevailing Finance House Base Rate (as published by the Finance and Leasing Association), from the due date until payment is received by the Supplier. The Supplier shall be entitled to suspend the supply of all Services as detailed in this Agreement should the Customer be in arrears of its payment obligations for twenty eight (28) calendar days. If the Customer is in arrears beyond this period this shall be deemed a material breach of this Agreement by the Customer and construed accordingly.

- 4.2. Method of payment: All payments under this Agreement shall be made in pounds sterling by Direct Debit (unless otherwise agreed in writing at the sole discretion of the Supplier) to the bank account of the Supplier quoting the invoice number against which payment is made.
- 4.3. Disputed Charges: The Parties shall negotiate in good faith in regards to resolving any disputed charges. Should such negotiations prove unable to resolve such a dispute, it is agreed the Escalation Procedure specified in clause 13 shall be invoked.
- 4.4. Value Added Tax: All amounts stated to be payable by either Party under this Agreement shall be exclusive of any VAT which shall be chargeable at the prevailing rate on any amount.
- 4.5. Supplier Right of Set Off: The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

5 Intellectual Property Rights ("IPR") and Licences

- 5.1. Title in IPR: The Supplier shall retain full rights and title in any IPR supplied to the Customer throughout the Agreement Duration. The Customer shall not be entitled to re-sell, re-distribute, re-create or re-supply any IPR under this Agreement without explicit written permission to do so from the Supplier.
- 5.2. Licence of existing Supplier IPR: The Supplier hereby grants to the Customer a non-exclusive licence in the Supplier IPR used in the performance of this Agreement for the Agreement Duration.
- 5.3. Third Party IPR: The Supplier warrants that it has the right to (and shall) grant to the Customer a sub-licence to use any Third Party IPR, on the same terms as clause 5.2.

6 Confidentiality

- 6.1. Use and disclosure of Information: Each Party shall hold in confidence any information, provided that the provisions of this clause shall not restrict either Party from passing such information to its professional advisers, permitted Sub-Contractors or group or parent companies to the extent necessary, to enable it to perform (or to cause to be performed) report upon or to enforce its rights or obligations under this Agreement. The provisions of this clause shall extend for a period of no less than thirty six (36) calendar months following termination of the Agreement.
- 6.2. Exceptions: The obligation to maintain the confidentiality of the information does not apply to information:
 - (a) which the other Party confirms in writing is not required to be treated as confidential;
 - (b) which is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement;
 - (c) to the extent that the Supplier or Customer reasonably believes is required to disclose such information by law.
- 6.3. Announcements: The Customer shall not be permitted to make any announcements to any third party about its association with the Supplier without having first sought approval in writing from the Supplier (which shall not be unreasonably withheld).

7 Data Protection

7.1. The Supplier undertakes that it shall hold and process all personal data in accordance with the General Data Protection Regulations (EU) 2016/679 ("The GDPR") and any other applicable or subsequent law. For the purposes of this Agreement, as defined by The GDPR, the Supplier is the Data Processor and the Customer is the Data Controller and accordingly the Customer shall be responsible for selecting the lawful reason for the processing of the Personal Data. The Supplier shall process personal data on behalf of the Customer.

7.2 The Supplier warrants that the processing of the Personal Data will be as necessary to perform its obligations under this Agreement and shall be carried out in accordance with the provisions of The GDPR. The purpose for the collection, processing and use of the Personal Data by the Supplier shall be to provide the services as described in this Agreement. The Supplier shall not use the Personal Data provided by the Customer for any other purposes than those prescribed in this Agreement.

7.3 Personal Data categories: The following categories of Personal Data shall be provided to the Supplier by the Customer

Name, job title, addresses, email address, phone numbers

Additional driver names and addresses

Date of birth

Driving licence number

Employee/payroll number

Company vehicle grade

Income Tax Band

National Insurance number

Fuel card number

Insurance details (cash for car/grey fleet)

Registration number (cash for car/grey fleet)

7.4 The Supplier shall document the implementation of the technical and organisational measures in accordance with the requirements of The GDPR and shall ensure that appropriate measures have been taken to:

- (a) Prevent unauthorised access to data processing systems where the Data Controller's Personal Data is processed;
- (b) Prevent data processing systems from being used without authorisation;
- (c) Ensure that authorised persons using the data processing system only have access to the Personal Data required to perform their duties and under this Agreement;
- (d) Ensure that personal data cannot be read, copied, modified or removed without authorisation during electronic transmission or transport;

Any significant changes to the above technical and organisational measures by the Supplier will be agreed with the Customer by a written addendum to this Agreement.

7.5 The Supplier shall:

- (a) implement security measures to protect Personal Data against accidental or unlawful destruction or loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network;
- (b) process the Personal Data only on behalf of the Data Controller and in compliance with this Agreement or the Customer's instructions;
- (c) ensure that Personal Data can only be accessed by appropriately trained employees;
- (d) notify the Data Controller immediately of any monitoring activities and measures undertaken by the Information Commissioner's Office (ICO);
- (e) support the Customer regarding their obligations as a Data Controller to provide information about the collection, processing, usage or erasure of Personal Data.

7.6 Sharing and Sub-processing: In order to fulfil its obligations under this Agreement the Supplier shall share Personal Data with a number of departments within the Supplier's organisation and approved third party suppliers. The Supplier will only share the minimum necessary Personal Data with third party suppliers in order to facilitate the delivery of the services under this Agreement. In signing this Agreement, the Customer consents to the appointment of the Supplier's approved suppliers as sub-processors under The GDPR. The Supplier's third party suppliers and sub-processors under The GDPR are;

Supplier	Data Shared	Service
DVLA	Driving licence number	Duty of Care
ROSPA	Name, job title	Driver training
Recovery Agent	Name, telephone number, location	Breakdown service
Vehicle Service Centres	Name, address, telephone number	Service & MOT
Daily Hire Suppliers	Name, address, telephone number	Delivery & collection
Body Shops	Name, address, telephone number	Body repair services
Dealer/Manufacturers	Name, address, telephone number	Vehicle delivery
Auction Houses	Name, address, telephone number	Vehicle collection
Fuel Card Providers	Name, address, telephone number	Fuel card service
Insurance Company	Name, address, accident details	Claims management
Accident Exchange	Name, address, accident details	Credit Hire
Opus	Name, address, accident details	ULR
All Fleet	Name, telephone number	24 hour cover
Tyre Suppliers	Name, telephone number, location	Mobile fit
Glass Suppliers	Name, telephone number, location	Mobile fit
Worldapp	Name, address, telephone number	Satisfaction survey

In order to comply with Section 1 of the Road Traffic Offenders Act 1988 it is necessary for the Supplier to share Personal Data with :-

Organisation	Data Shared
Police	Name, address

In order for the Supplier to perform its obligations under the Agreement it shall be necessary for The Supplier to collect Personal Data from;-

Organisation	Data collected	Services
DVLA	Licence type and validity Licence class Categories and endorsements Licence expiry date	Duty of Care
Telematics Suppliers	Driver behaviour	Duty of Care
Issuing Authorities	Parking/Congestion fines	Contract Hire Fleet Management

- 7.7 The Supplier shall ensure that approved third party supplier contracts make provisions in favour of the Customer which are equivalent to those in this clause.
- 7.8 The Customer shall be entitled to appoint a qualified independent auditor, bound by a duty of confidentiality that is acceptable to the Supplier, to inspect the Supplier's compliance with The GDPR and with clause 7 of this Agreement. The Customer's right to audit shall be subject to giving the Supplier at least four weeks prior written notice of any such audit.
- 7.9 The Supplier shall respond to all requests for information by the Customer concerning Personal Data within twenty one (21) working days.
- 7.10 Notification of Breach: The Supplier shall promptly notify the Customer regarding any accidental, unauthorised access, or other event that constitutes a notifiable Personal Data breach. The Supplier shall notify the Customer without undue delay and at the latest within 72 hours of it becoming aware of the breach.
- 7.11 Data Retention:
- The Supplier shall hold the Personal Data for the term of this Agreement. Following the termination of this Agreement the Personal Data shall be deleted or held by the Supplier in an anonymized format, with the exception of the Personal Data that is required to be kept for a longer period by law.

8 Insurance

- 8.1. Insurances: The Customer shall take out and maintain in force throughout the Agreement Duration the following insurance policies as well as any other insurances that may be required by law;
- Public Liability Insurance to a value of £5,000,000 (five million pounds), and
- Employer Liability Insurance to a value of £5,000,000 (five million pounds)
- 8.2. The Customer shall maintain as a minimum 'Third Party Motor Insurance' of an appropriate category. The Customer shall inform the Supplier as soon as is practicable in regards to any changes to the status or provider of its Motor Insurance.

- 8.3. Insurance Documentation: The Customer shall provide on request from the Supplier copies of any insurance certification which it is required to maintain during the Agreement Duration.

9 Force Majeure Events

- 9.1. Force Majeure Event: A Party shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to clause 9.2, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control including but not limited to any of the following:
- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - (c) terrorist attack, civil war, civil commotion or riots;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
 - (f) fire, explosion or accidental damage;
 - (g) loss at sea;
 - (h) extreme adverse weather conditions;
 - (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
 - (j) any labour dispute, including but not limited to strikes, industrial action or lockouts;
 - (k) interruption or failure of utility service, including but not limited to electric power, gas or water.
- 9.2. If the Force Majeure Event prevails for a continuous period of more than ninety (90) calendar days, either Party may terminate this Agreement by giving a further ninety (90) calendar days written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this agreement occurring prior to such termination.

10 Liability

- 10.1. Limitation of Liability: The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to 100% (one hundred percent) of the value of the goods and services provided in any calendar year, throughout the Agreement Duration.
- 10.2. Limitation Exclusions: Nothing in this Agreement limits or excludes the liability of the Supplier:
- (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.

- 10.3. Indirect, Special or Consequential Losses: The Supplier shall not be liable to the Customer for indirect, special or consequential loss or damage which shall be construed as follows;
- (a) loss of profits; or
 - (b) loss of business; or
 - (c) depletion of goodwill and/or similar losses; or
 - (d) loss of anticipated savings; or
 - (e) loss of goods; or
 - (f) loss of contract; or
 - (g) loss of use; or
 - (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (i) any loss or damage which the Customer may sustain by reason of loss of business time.
- 10.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.5. The Customer undertakes to indemnify the Supplier fully against all claims, losses, damages, liability reasonable and proper costs and reasonable and proper expenses, which it sustains or incurs as a result of any action taken by it in good faith for and on behalf of the Customer in the delivery of Services.

11 Non-Default Termination

- 11.1. Non-Default Termination: Unless terminated earlier in accordance with clauses 9.2 and 12 to this Appendix, the Agreement shall terminate in accordance with the terms specified in the Introduction to this Agreement. The Parties recognise that due to the nature of the Services being provided, the Supplier may continue to provide Services beyond the Agreement Duration (Surviving Deliverables). The full conditions and warranties within this Agreement shall continue to apply in full to such Surviving Deliverables. At the date of termination of the Agreement the Customer shall reimburse the Supplier all charges due up until the date of termination. Save for Surviving Deliverables, the Customer shall return forthwith any and all Supplier goods or assets (in which the Supplier retains title) and cease to use any Intellectual Property provided by the Supplier under this Agreement. The Customer shall continue to be bound by all of the conditions and warranties detailed in this Agreement

12 Termination for Default

- 12.1. Material Default: Either Party shall reserve the right to terminate the Agreement with immediate effect due to any Material Default of the other, which means any of the following events or circumstances:
- (a) Insolvency: the occurrence of any of the following events:
 - (i) it becomes unable or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (ii) it proposes or makes any arrangement or composition with or assignment or moratorium for the benefit of its creditors generally or any class of creditors;

- (iii) it passes a resolution or takes or is subject to any other step (including any court application or order) with a view to its winding up or dissolution (otherwise than for the purpose of solvent reconstruction or amalgamation), or the appointment in respect of it or any of its assets of a trustee, supervisor, administrative or other receiver, administrator, provisional liquidator, liquidator, including the appointment of a manager ad interim; or
 - (iv) it suffers a third party taking possession over all or a part of its assets; or
 - (v) if any event analogous to those in 12.1(a)(i) to 12.1(a)(iv) above as appropriate occurs.
- (b) Default under this Agreement: a Party committing a material breach of its obligations under a condition to this Agreement which is not remedied or not capable of remedy within twenty (20) Business Days.

12.2. Customer Change of Ownership: The Customer shall seek consent from the Supplier prior to any change of control of its ownership as defined in section 574 of the Capital Allowances Act 2001, which the Supplier shall not unreasonably withhold. The Supplier shall not provide consent if the Customer comes under the control of a person, company or other entity which in the reasonable opinion of the Supplier presents an unacceptable risk to its wider business interests, reputation or assets as contemplated under this Agreement. Under such circumstances the Supplier shall be entitled to terminate the Agreement forthwith.

12.3. Responsibility of the Customer at Termination: Without prejudice to any other rights and remedies available to the Supplier (in regards to the Customer being in breach of its obligations herein), the Customer shall reimburse the Supplier all charges due up until the date of termination. The Customer shall return forthwith any and all Supplier goods or assets (in which the Supplier retains title) and cease to use any Intellectual Property provided by the Supplier under this Agreement. The Customer shall continue to be bound by all of the conditions and warranties detailed in this Agreement.

13 Escalation Procedure

13.1. Compliance with Procedure: Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 13.

13.2. Escalation: If a dispute arises in relation to any aspect of this Agreement, the Customer and the Supplier shall first consult in good faith in an attempt to come to an accord in relation to the disputed matter.

13.3. Failure to Resolve:

- (a) If The Parties cannot resolve the matter in good faith, the matter shall be formally escalated in writing by the aggrieved Party within five (5) Business Days. The points of escalation shall be the best placed Head of Department for the Customer and a similar placed individual for the Supplier. The individuals shall meet within a further ten (10) Business Days in an attempt to resolve the matter.
- (b) If The Parties are still in dispute following this meeting the aggrieved Party shall then escalate in writing within a further five (5) Business Days. The points of escalations shall be a Director for the Customer and a similar placed individual for the Supplier. The individuals shall meet within a further (10) Business Days in an attempt to resolve the matter.
- (c) If The Parties are still in dispute following this meeting the aggrieved Party shall then escalate in writing within a further five (5) Business Days. The points of escalations shall be the Managing Director for the Customer and a similar placed

individual for the Supplier. The individuals shall meet within a further (10) Business Days in an attempt to resolve the matter.

- (d) If The Parties are still in dispute following the process as defined in clause 13.3(c) it shall be agreed to escalate the matter to an Adjudicator within five (5) Business Days.

13.4. Nomination of Adjudicator: Following service of a notice of intention to refer a dispute to adjudication in accordance with clause 13.3(d) The Parties shall select an expert to act as Adjudicator on a strictly rotational basis from the relevant panel of experts. Should there be a dispute on the selection of an Adjudicator it is agreed The Parties shall request the President for the time being of the Chartered Institute of Arbitrators to make an appointment. The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify. Each Party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.

13.5. Result of Adjudication: The Parties shall retain their respective rights to seek a judgment through the Courts should they contest the findings of the Adjudicator, in accordance with clause 20.

14 Sub-Contracting

- 14.1. Permitted Sub-Contracting: the Supplier shall remain responsible for the acts and omissions of its Sub-Contractors as though they were its own.

15 Communications

- 15.1. Notices to parties: Any notice required to be given by any Party hereto to any other Party shall be in writing and signed by a representative of that Party whom holds ostensible authority at a level appropriate for the notice. In the case of a letter sent by post it shall be served by first class post and shall be deemed to have been received forty eight (48) hours after posting and in the case of a telex, telefax or electronic mail shall be deemed to have been received twenty four (24) hours after dispatch or in the case of delivery by hand, upon delivery. Letters and delivery by hand shall be sent;

If to the Supplier to: Venson Automotive Solutions, Venson House 1 A C Court, High Street, Thames Ditton, Surrey, KT7 0SR

If to the Customer to: NHS Business Services Authority, Commercial Services, Stella House, Newcastle upon Tyne, NE15 8NY

- 15.2. Change of Address: Either Party may change its address by prior notice to the other Party.

16 Agency, Assignment & Partnership

16.1. Agency

- (a) The Customer appoints Venson as its agent to enter into certain agreements with certain third parties subject to the terms of this Agreement. Venson accepts its appointment as agent on those terms.
- (b) Venson may only enter into agreements with third parties on behalf of the Customer that:
 - (i) solely relate to an Authorised Subject Matter;
 - (ii) are made with an Authorised Category of Counterparty;
 - (iii) are made on the Agreed Terms set out in this Agreement; or

(iv) have otherwise been approved by the Customer

16.2. Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a Partnership or Joint Venture Agreement between the Parties.

16.3. The Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights and benefits under the Agreement, without the Supplier's approval in writing.

17 Entire Agreement

17.1. Entire Agreement: Except where expressly provided otherwise in this Agreement, this Agreement constitutes the entire agreement between The Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. This Clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be those under the law governing this Agreement.

18 Costs and Expenses

18.1. Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

19 Mitigation

19.1. Each of The Parties shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20 Governing Law and Jurisdiction

20.1. The performance, construction and validity of this Agreement shall be construed in accordance with the laws of England & Wales (save for where there is a conflict, the law of England shall prevail). The Courts of England and Wales are to have jurisdiction to settle and/or determine any dispute between the Supplier and the Customer arising out of the performance, construction and validity of this Agreement.

20.2. If any provision of this Agreement (or part of any provision) is found by Court to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20.3. If any provision of this Agreement (or part of any provision) is found by Court to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

21 Waiver

21.1. Any relaxation, forbearance, indulgence or delay (together indulgence) of any Party in exercising any right under this Agreement shall not be construed as a waiver of the right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right against that Party.

Appendix 1 Addendum 2 – Account Management & Infrastructure

Introduction

This Addendum 2 to Appendix 1 details the Account Management of the Services by the Supplier. It also details the Infrastructure provided by the Supplier to the Customer under this Agreement to facilitate delivery of the Services.

Additional Definitions & Interpretations appropriate solely to this Addendum to this Appendix:-

Account Manager – A representative of the Supplier whom shall be the primary Customer interface for the delivery and management of the specific Services.

Support Team – One or more individuals in the employ or subcontract of the Supplier who are engaged in the delivery and management of the specific Services in support of the Account Manager.

Obligations of the Supplier

- 1.1 The Supplier shall provide an Account Manager and a Support Team to deliver the management of the specific Services as contemplated elsewhere under this Agreement. The Account Manager shall be relieved by a suitably competent replacement where he or she is absent for an extended period of time.
- 1.2 The Supplier shall provide the management of the Services to meet the requirements of its own ISO (International Organisation for Standardisation) accredited standards.
- 1.3 To promptly supply the reports committed to elsewhere in this Agreement in the timeframes, format and with the content as described therein.
- 1.4 To use reasonable endeavours to provide ad hoc reports to the Customer as may be requested from time to time (where it is possible to provide such reports without material development or without the Supplier incurring material costs).
- 1.5 To use reasonable endeavours to meet the Key Performance Indicators as defined elsewhere in this Agreement.
- 1.6 To provide the Services in accordance with clause 2.1 to Appendix 1 Addendum 1 to this Agreement.
- 1.7 To arrange with the Customer annual meetings to review all aspects of the specific Services detailed in this Agreement.
- 1.8 To set up and operate a dedicated telephone line for the Customer (and drivers of the Customer) for communication regarding the delivery of the Services. This telephone line shall operate 24 hours a day, 365 days per year.
- 1.9 To set up and operate the facility for the Customer (and drivers of the Customer) to contact the Supplier by electronic means in regards to the delivery of the Services.
- 1.10 The Supplier warrants that the services provided by the supplier shall be:

- a. Provided with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.
- b. In accordance with all relevant laws relating to the services at the time when the same are provided.

KPIs

- 2 Summary - The Supplier commits to use reasonable endeavours to meet the KPIs as detailed below;

Title	Summary of Criteria	KPI Target
Customer Driver Hotline Number	Provide and maintain a Hotline number for all events 24 hours a day, 365 days per year	100%
Customer Driver Hotline Number	Calls to be answered within 20 seconds Calls to be answered within 35 seconds	90% 100%
Customer Driver Hotline Number (OOH Provision)	Calls to be answered within 30 seconds	85%
Customer Complaints	Acknowledged by the Supplier within 1 Business Day Response by the Supplier within 10 Business Days	100% 90%

Appendix 1 Addendum 3 – Interactive Services & On Line Quotations

Introduction

This Addendum 3 to Appendix 1 details the electronic Interactive Services & On Line Quotations provided by the Supplier to the Customer throughout the Agreement Duration.

Additional Definitions & Interpretations appropriate solely to this Addendum to this Appendix:-

Venson Interactive Fleet – an online accessible portal for the Customer to review specific Vehicle fleet data and reports.

Obligations of the Supplier

- 1.1 The Supplier shall provide Venson Interactive Fleet to the Customer under the auspices of this Agreement. This facility will be made available 24 hours a day, 365 days per year.
- 1.2 The Supplier shall provide the management of the Service to meet the requirements of its own ISO (International Organisation for Standardisation) accredited standards.
- 1.3 The Supplier will set up and operate a secure portal accessed by unique passwords for the Customer.

Obligations of the Customer

2. The Customer shall remain responsible for the integrity of any data either supplied to the Supplier (which subsequently features in the delivery of the Services as outlined herein) or where such information is populated by the Customer onto any of the systems detailed in this Addendum 3 to Appendix 1. The Supplier shall bear no responsibility or liability for any inaccuracies or omissions as caused by the Customer under the provisions of this clause.

KPIs

3. Summary - The Supplier commits to use reasonable endeavours to meet the Key Performance Indicators as detailed below;

Title	Summary of Criteria	KPI Target
Venson Interactive Fleet	To provide and maintain the online Vehicle fleet data portal 24 hrs day, 365 days per year	95% (monthly average)

Appendix 1 Addendum 4 – Customer Group Companies

Introduction

The terms of this Agreement between

Venson Automotive Solutions Ltd (“Supplier”) whose registered office is Venson House 1 A C Court, High Street, Thames Ditton, Surrey, KT7 0SR (Company Registration Number – 2714185) , and

NHS Business Services Authority (“Customer”) whose registered office is Commercial Services, Stella House, Newcastle upon Tyne, NE15 8NY

shall be available to the Customer group companies operating in the United Kingdom which are defined as legal entities and economic interest groups over which Customer has direct or indirect control or maintains a partnership relationship. These shall be limited to the Customer group companies as laid out below and as amended from time to time.

The Customer shall at all times remain responsible for the obligations of a Customer group company under this Agreement as if they were their own.

Inclusions

With validity from 06/02/2023, the Customer Group companies include:

No additional organisations provided.

Signatures

On behalf of the Customer

On behalf of Venson

Name:

Name:

Position:

Position:

Signature:

Signature

Date:

Date:

Appendix 2 - Master Contract Hire Agreement

Introduction

This Appendix details the conditions and warranties which shall govern each and every individual Contract Hire of a Vehicle from the Supplier to the Customer, subject to a signed Order Confirmation Schedule. The Supplier shall retain full title in all Vehicles hired to the Customer.

Additional Definitions & Interpretations appropriate solely to this Appendix:-

Contract Total Mileage – The Mileage permitted by the Supplier during the Term for each Contract Hire Vehicle, which shall be specified in the Schedule.

Delivery Confirmation Schedule – Means any schedule or schedules which shall be presented to the Customer from the Supplier detailing the actual delivery date of a Vehicle and date for commencement of Total Monthly Rental Charges as detailed therein. A Delivery Confirmation Schedule shall always be pursuant to a signed Order Confirmation Schedule.

Fair Wear & Tear – As defined by the British Vehicle Rental & Leasing Association Guide to Fair Wear & Tear.

Order Confirmation Schedule – Means any schedule or schedules which may from time to time hereafter be signed by the Supplier and the Customer (to formalise the specific terms and price of a Vehicle or Vehicles to be hired by the Supplier to the Customer) and any reference to Order Confirmation Schedule shall refer at any time to the relevant Order Confirmation Schedule relating to any Contract Hire Vehicle in respect of which this Agreement shall apply at any particular time. A signed Order Confirmation Schedule shall be construed as an Order for the wider purposes of this Agreement.

Outstanding Finance - Shall mean the amount equal to the aggregate of all payments of Total Monthly Rental Charges which would but for such Early Termination for Total Loss have been payable hereunder and/or pursuant to the provisions of the Schedule hereto during the period from the Written Off Date to the Termination Date (less a discount for early payment at the rate the Supplier notifies to the Customer from the date of termination to the date the Total Monthly Rental Charge was due), added to the Supplier's losses caused by being deprived of the Vehicle at the Termination Date.

Schedule – Means an Order Confirmation Schedule and Delivery Confirmation Schedule.

Term – Means the period of hire specified in a Schedule.

Termination Date – Shall be the end of the Term as specified in the appropriate Delivery Confirmation Schedule.

Total Monthly Rental Charges – Shall mean the payments due from the Customer to the Supplier and on the dates as specified in the Schedule in consideration for the Contract Hire of a Vehicle and associated services provided by the Supplier as detailed in the Schedule.

Vehicle(s) – Means the vehicle described as such in a Schedule and all tools with it, all accessories, options and replacements fitted to such vehicle, whether by the

Supplier or the Customer or another. Any additions become the property of the Supplier unless capable of removal without damage to the vehicle.

Any statute or law detailed in this Appendix shall be deemed to include any updated legislation or re-enactments thereof.

1. Hiring of Vehicles

- 1.1 The Supplier hereby agrees to hire to the Customer upon the terms and conditions of this Agreement the Vehicle (Vehicle) as is described in the Schedule.
- 1.2 The term of this Agreement in relation to the Vehicle shall commence on the Delivery Date as specified in the appropriate Schedule and shall continue until the Termination Date (or to a later date as specified elsewhere within this Appendix). The Customer agrees to reimburse the Supplier the Total Monthly Rental Charges as specified within the applicable Schedule.
- 1.3 The Customer shall accept delivery of a vehicle at the Delivery location on the date and time agreed between the parties. If the parties are not able to agree a delivery date within 4 weeks of the date that Supplier has advised the vehicle is available for delivery, the vehicle shall be deemed Delivered and the term of this agreement shall commence and the Customer agrees to reimburse the Supplier the Total Monthly rental Charges as specified within the applicable schedule. In addition, the Customer shall pay any storage charges incurred as a result of the Customer's breach of this Agreement.
- 1.4 The signing of a Supplier's Delivery Satisfaction Note by the Customer or the Customer's representative shall be conclusive evidence of receipt and acceptance by the Customer of the Vehicle in good condition and within the terms of this Agreement and appropriate Schedule. From the date that the Vehicle is delivered to the Customer all risk associated in the Vehicle shall transfer to the Customer.
- 1.5 The Supplier shall receive payment from the Customer by means of direct debit in respect of the Total Monthly Rental Charges stated in the appropriate Schedule for each Vehicle. Payment shall be no later than the due date of payment as stated in the appropriate Schedule. Punctual payment of each sum shall be of the essence in this Agreement. All other payments due under this Appendix shall fall due within thirty (30) calendar days of date of invoice unless explicitly stated to the contrary.
- 1.6 All payments to be made by the Customer to the Supplier under this Agreement and/or Schedule shall be made free and clear of any taxes, right of set off, counter-claim, deductions or withholdings of any nature whatsoever. There shall not be any rebate or deferral of any payment during any period in which the Vehicles are not working, not in the Customer's possession, unserviceable or are unavailable for use for any reason not directly attributable to any act, omission or default on the part of the Supplier. If any such payment shall be paid after the due date, the Customer shall pay in addition, and on demand to the Supplier interest on all sums calculated on a daily basis at a rate of three per cent (3%) per annum above the prevailing Finance House Base Rate - as published by the Finance and Leasing Association, (and shall continue to pay interest until the outstanding payment is received).

2. Customer's Responsibility

The Customer shall:-

- 2.1 Keep the Vehicle in good repair and condition as well as properly serviced in accordance with the manufacturer's recommendations by a motor dealer approved by the Supplier and also strictly use the Vehicle only in line with manufacturer's advice.
- 2.2 Regularly check radiator coolant levels, anti-freeze, battery, tyres, brake fluid and engine oil levels and adjust where necessary to comply with both manufacturer's recommendations and all legislation.
- 2.3 Be responsible for the payment of any accounts arising in respect of work carried out in accordance with clauses 2.1 and 2.2 unless the Supplier is providing a 'Service / Maintenance' Service as detailed in the appropriate Schedule for that Vehicle (on the terms as specified elsewhere in this Agreement).
- 2.4 Not permit or suffer the Vehicle to be driven by any person who does not hold a full current driving licence valid for use in the United Kingdom nor by any other person or persons other than shall have been duly authorised by the Customer.
- 2.5 Not permit or suffer the Vehicle to be used for the transportation of persons or property for reward or otherwise for hire, or for competition trials, pacemaking, rallying or driving tuition.
- 2.6 Not permit any towing equipment be fitted to the Vehicle following delivery, without the prior written consent of the Supplier.
- 2.7 Not affix any advertising, signs, lettering or any other device in or upon the Vehicle (or permit the fitting of any extras or accessories to the Vehicle) following delivery, without the prior written consent of the Supplier.
- 2.8 Notify the Supplier immediately if the odometer (or other mileage recorder) shall cease to function or malfunction and will arrange for a replacement odometer to be fitted as soon as possible and will record the mileage travelled in the meantime.
- 2.9 At all times keep the Vehicle under its control and immediately notify the Supplier (such notification to be confirmed in writing) if for any reason such control is lost in which event the Customer must take all reasonable steps to recover control of the Vehicle at the Customer's own expense.
- 2.10 Give the Supplier written notice forthwith of any change in the usual location of the Vehicle from that previously advised to the Supplier.
- 2.11 Not use or permit the Vehicle to be used unlawfully or for any unlawful purpose.
- 2.12 Keep the Vehicle free from any claims by other persons - in respect of ownership interests in the vehicle - and not do or allow anything to be done which may prejudice or affect the Supplier's property in the Vehicle or the Supplier's rights in it.
- 2.13 Not default in the payment of any sum due or commit any other breach under any loan, instalment credit, hire or leasing agreement the Customer may have with the Supplier or the Supplier's holding company or any of the Supplier's subsidiaries (as such expressions are defined in section 1159 of the Companies Act 2006).
- 2.14 Not do or allow to be done anything which the Supplier reasonably believes may put at risk the performance of the Customer's obligations under the Agreement.
- 2.15 On occurrence of any liability (whether liquidated or unliquidated) of the Customer to the Supplier or the Supplier's holding company or any of the Supplier's subsidiaries (as such expressions are defined in

section 1159 of the Companies Act 2006) the Supplier may set off the liability against any sum that would otherwise be due to the Customer under this Agreement.

- 2.16 (Where the Customer is a limited company or a partnership), seek consent from the Supplier prior to any change of control of its ownership as defined in section 574 of the Capital Allowances Act 2001, which the Supplier shall not unreasonably withhold.

3. Indemnities

The Customer hereby agrees with and undertakes to indemnify the Supplier and to keep the Supplier indemnified at all times against all losses, liabilities, demands, damages, charges, claims, actions, fines, penalties, costs (including legal costs on a full indemnity basis), expenses or other outgoings of the Supplier of whatsoever nature in connection with or arising out of the Customer's use of the Vehicle, other for than those obligations which the Supplier has agreed explicitly to undertake within this Agreement.

4. Use of the Vehicle Outside of Great Britain

The Customer will not take, or allow the Vehicle to be taken outside Great Britain without the prior written consent of the Supplier. Such consent shall not be unreasonably withheld where:

- 4.1 the Customer seeks to take the Vehicle to the Republic of Ireland, all islands of the Mediterranean and the following countries of mainland Europe: Andorra, Austria, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the islands of Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine, for a period not exceeding 28 days; and
- 4.2 the Customer produces to the Supplier evidence to the Supplier's satisfaction that the Vehicle and all drivers will be insured for the purpose of such journeys outside Great Britain in compliance with the requirements of clause 5, and of an acceptable form of insurance for the recovery of the Vehicle to Great Britain in the event of accident or mechanical failure occurring while the Vehicle is situated outside Great Britain. While the Vehicle is outside Great Britain the Supplier shall not be liable for maintenance, servicing or recovery to Great Britain of the Vehicle, or to provide a replacement vehicle or for the delivery of any other Services as specifically outlined in this Agreement.

5. Insurance

The Customer agrees:-

- 5.1 To either
- i. Insure the Vehicle (and all drivers of it) for not less than its full replacement cost throughout the Term (and until the Vehicles are recovered by and/ or returned to the Supplier) with a reputable insurer that is acceptable to the Supplier, and keep them insured under a comprehensive insurance policy (including but not limited to insurance against claims from passengers, death, personal injury or loss to third

- parties, damage to property, damage sustained in the event of the Vehicle being driven by an unauthorised person and damage to windows and windscreens), or
- ii. Where the Customer is self insured for own damage it should demonstrate (and continue to demonstrate) it has adequate funds to replace the full retail value of all the Vehicles on hire from the Supplier. Where the Customer is self insured for own damage it should procure and maintain Third Party Motor Insurance as a minimum (including but not limited to insurance against claims from passengers, death, personal injury or loss to third parties, damage to property and damage sustained in the event of the Vehicle being driven by an unauthorised person).
- 5.2 To comply with the requirements of the legislation known as Continuous Insurance Enforcement (CIE) in relation to all Vehicles. For the avoidance of doubt any fines or notices served in relation to any non compliance to CIE on such Vehicles shall be entirely for the account of the Customer and where settled by the Supplier shall be rechargeable in full to the Customer by the Supplier, with reimbursement due within 30 calendar days.
 - 5.3 To produce to the Supplier on request evidence that the insurance cover referred to in 5.1 is in force and to pay all premiums under the policy as soon as they become due and not allow the insurance policy to lapse or become void or voidable.
 - 5.4 To ensure that the Supplier's interest on each Vehicle is communicated by the Customer to its insurer.
 - 5.5 If the Vehicle shall be damaged but not so as to be a total loss (Written Off Vehicle) the Customer shall notify the Supplier and have the Vehicle repaired promptly to its pre-accident condition at its own cost (or claiming from an insurance policy) and risk.
 - 5.6 If the Vehicle shall be damaged, lost or destroyed so as to be treated by the insurer and/or Customer as a total loss (Written Off Vehicle) the Customer shall promptly notify the Supplier. The Customer will direct the insurer to pay the suitable pre-loss valuation of the Vehicle to the Supplier forthwith and in any case no later than 30 (thirty) calendar days after the insurer has declared the Vehicle a total loss (Written Off Vehicle). If the Customer shall receive any insurance monies it will hold them on trust for the Supplier and reimburse the same value to the Supplier forthwith. Where the Customer is self insured for own damage it shall reimburse the Supplier the suitable pre-loss valuation of the Vehicle without delay as soon as the Vehicle is deemed to be a total loss (Written Off Vehicle) and in any case no less than 30 (thirty) calendar days after the initial notification to the Supplier.

Any monies received by the Supplier under the provisions of this clause will be applied in or towards discharge of the Early Termination Payment for Total Loss due under clause 5.7. If the suitable pre-loss valuation of the Vehicle is less than the Early Termination Payment for Total Loss, then the Customer shall pay to the Supplier the amount of the shortfall. Upon such payment the hire of the Written Off Vehicle will terminate.

Otherwise any loss or damage to the Vehicle which does not deem the Vehicle Written Off (Written Off Vehicle), shall not affect the continuance of this Agreement (or Schedule pursuant to it) as regards that Vehicle, or frustrate it or affect the liability of the

Customer to pay the charges in respect of the Vehicle as detailed in the appropriate Schedule.

- 5.7 Early Termination Payment for Total Loss – Where a Vehicle has been Written Off (Written Off Vehicle) the Customer shall pay to the Supplier an amount equal to the aggregate of:-
- i. all the arrears of Total Monthly Rental Charges (as detailed in the appropriate Schedule(s)) due up to and including the date the Vehicle is Written Off ("Written Off Date") together with any other monies due to the Supplier or otherwise owing by the Customer to the Supplier together with interest on any overdue sum in accordance with clause 1.5 of this Appendix hereof, and
 - ii. any Excess Mileage Charges at the rates specified in the Schedule hereto (in this event for the purposes of the calculation, the actual Vehicle mileage at the Written Off Date shall be compared to the original Contract Total Mileage specified in the Schedule hereto, and prorated in accordance with the remainder of the Term in the Schedule), and
 - iii. The Outstanding Finance.

6. Adjustments to Rentals

- 6.1 The Customer acknowledges that the Supplier has calculated the Total Monthly Rentals Charges in the Term (as detailed in the Schedule) on the assumptions that:-
- i. subject to section 220 of the Capital Allowances Act 2001, the Supplier shall qualify for writing-down allowances at the rate applicable as at the date of this Agreement on the whole of its expenditure incurred in the provision of the Vehicles in the Supplier's accounting period in which the expenditure is incurred and at the same rate on the Supplier's qualifying expenditure in each of the Supplier's subsequent accounting periods;
 - ii. no first year allowance or writing down allowance, having been made shall be withdrawn or the benefit of it reduced or limited in any way whatsoever;
 - iii. during each Term there will be no change in the nature, method or application of corporation tax in the United Kingdom and in particular (without prejudice to the generality of the foregoing) in respect of the taxation of profits or relief for losses as it affects the Supplier or the group of companies of which the Supplier is a member;
 - iv. Corporation Tax is and will continue to be chargeable at the rate shown in the Schedule;
 - v. no Lease Agreement (as detailed in the Schedule) is a finance lease within the meaning of Section 219 Capital Allowances Act 2001; and
 - vi. all VAT incurred by the Supplier on the Cost of each Vehicle will be fully recoverable as input tax from Customs & Excise.
- 6.2 If any of the assumptions referred to in Clause 6.1 above are incorrect then if the Supplier requires, each Total Monthly Rental Charge remaining to be paid in the Term will be increased to the amount which the Supplier certifies to the Customer is the correct amount necessary to preserve the Supplier's total rate of return on the after-tax cash flow of the Agreement. If the last rental payable in the Term has already been paid the Customer will pay on request an additional rental with VAT where appropriate of an amount certified

on the same basis above. Any amount certified will be final and binding on the Customer and fall due within thirty (30) calendar days of date of invoice (if the last Total Monthly Rental Charge in the Term has already been paid).

7. Vehicle Licensing

The Supplier will be responsible for providing and paying for annual vehicle excise licenses (Road Fund Licences) over the Term. In the event of the cost of the licence being increased after the first day of hire or any other duty or tax being levied on the Vehicle or Supplier in respect of the running or use of the Vehicle, the Supplier reserves the right to charge the Customer the amount of such increase and for the amount of such duty or tax. Should the licence fee or any other duty or tax be reduced or removed, rentals will be reduced accordingly.

8. Substitution of Vehicle

The Supplier may at its sole discretion from time to time withdraw the Vehicle from the Customer and substitute it with another vehicle (Substitute Vehicle) of a similar type, age and condition. This would only be necessary where the particular Vehicle was experiencing excessive performance issues outside of warranty. In this event all the terms and conditions of this Agreement, including the duration of the Term applying to the Vehicle, shall equally apply to the Substitute Vehicle.

9. Termination by Default of this Agreement

- 9.1 The Supplier shall at its sole discretion have the right to terminate this Agreement and /or all open Schedule(s) forthwith by notice and retake possession of the Vehicle on hire under a Schedule(s) in the event that:
- i. the Customer shall fail to pay Total Monthly Rental Charges or other sum due within this Agreement or under any Schedule, within ten (10) Business Days after the same shall have become due (whether payment thereof shall have been demanded or not); or
 - ii. the Customer shall fail to observe or perform any of the conditions of this Agreement and/or any Schedule; or
 - iii. the Customer fails to return the Vehicle or make the Vehicle available to the Supplier following the Termination Date on instruction to do so from the Supplier; or
 - iv. any distress execution or other legal process may be levied on the Vehicle or on any premises where the same may be or on any of the Customer's goods or other property or the Customer permits any judgement against it to remain unsatisfied for ten (10) Business Days; or
 - v. the Customer or any Guarantor of this Agreement being a body corporate goes into administration or liquidation or has a receiver or administrative receiver or administrator appointed over all or any of its assets or a petition is lodged at court as regards the appointment of a receiver and/or administrator or any steps are taken with a view to such appointment or is deemed under section 123 of the Insolvency Act 1986 to be unable to pay its debts; or
 - vi. if the Customer or any Guarantor of this Agreement being an individual or any of them has an interim or final bankruptcy order made against him or becomes subject to any voluntary arrangement or is sequestrated or negotiates

- for any composition or arrangement with or assignment for the benefit of its creditors; or
- vii. if the Customer or any Guarantor of this Agreement disposes of a material part of its business assets or cease to carry on business; or
 - viii. (for companies, trusts or limited liability partnerships): if the Customer or any Guarantor of this Agreement centre of main interests under Council Regulation (EC) No.1346/2000 of 29 May 2000 is no longer located in the United Kingdom; or
 - ix. anything analogous to the events set out in (iv) to (viii) above occurs in a jurisdiction to which if the Customer or any Guarantor of this Agreement are subject; or
 - x. (for companies) the Customer or any Guarantor of this Agreement cease to be "controlled" (as defined in Section 416 Income and Corporation Taxes Act 1988) by the person(s) controlling them at the date of this Agreement or (for limited liability partnerships) there is a material change in membership; or
 - xi. any indebtedness of the Customer or any Guarantor of this Agreement becomes immediately due and payable as a result of default (howsoever described); or
 - xii. any fact stated in a Schedule (other than the Total Monthly Rental Charges and other finance details) is materially inaccurate, misleading or incomplete; or
 - xiii. any event occurs which has or is likely to have in the Supplier's opinion a material adverse effect on the Customer's business, properties or condition, financial or otherwise, or on the Customer's ability to duly perform and observe any of its obligations under this Agreement or any Schedule

9.2 Within 30 calendar days of the termination of this Agreement and /or Schedule(s) ("Termination Default Date") pursuant to any of the aforementioned events or circumstances contemplated under clause 9.1 to this Appendix, the Customer shall pay to the Supplier an amount ("Termination Sum") equal to the aggregate of:-

- i. all the arrears of Total Monthly Rental Charges (as detailed in the appropriate Schedule(s)) due up to and including the Termination Default Date together with any other monies due to the Supplier (including legal costs), or incurred by the Supplier in recovering amounts due to the Supplier, or in recovering the Vehicle, or otherwise owing by the Customer to the Supplier together with interest on any overdue sum in accordance with clause 1.5 of this Appendix hereof, and
- ii. an amount equal to the aggregate of all payments of Total Monthly Rental Charges which would but for such termination have been payable hereunder and/or pursuant to the provisions of the Schedule hereto during the period from and including the day following the Termination Default Date to the Termination Date (less a discount for early payment at the rate the Supplier notifies to the Customer from the date of termination to the date the Total Monthly Rental Charge was due) ("Early Termination Payment"), and
- iii. any Excess Mileage Charges at the rates specified in the Schedule hereto (in this event for the purposes of the

calculation, the actual Vehicle mileage at the Termination Default Date shall be compared to the original Contract Total Mileage specified in the Schedule hereto, and prorated in accordance with the remainder of the Term in the Schedule).

Where the Supplier chooses to exercise its rights under this clause, the Customer will no longer be in possession of the Vehicle with the consent of the Supplier, and the Customer will deliver up the Vehicle in good condition and repair (Fair Wear & Tear excepted) to such persons at such place as the Supplier may reasonably direct. If the Customer fails to do so then the Supplier and/or its agents will be entitled (without notice) to take possession of the Vehicle and to enter any premises for this purpose (for which the Customer hereby grants irrevocable licence). If the Vehicle is not delivered up in a condition consistent with the Customer's responsibilities (as defined in this Agreement) the Supplier shall be entitled to claim from the Customer all and any associated estimated costs associated in returning the Vehicle to such standards, as detailed in clause 11 below.

10. Early Termination of Vehicles for Convenience

The Customer shall be entitled to terminate Vehicles prior to the Termination Date (provided there has been no breach by the Customer of this Agreement) in accordance with the conditions and warranties detailed in Appendix 2 Addendum 3. The provisions of this Addendum shall only apply where;

- i. the Supplier is providing Services as outlined in this Agreement on an exclusive basis to the Customer, and
- ii. the Customer does not terminate more than 10% of the Vehicles on hire to it from the Supplier (prior to the Termination Date) in any calendar year.

11. Surrender of Vehicle

At the Termination Date (save for an extension to the Term agreed in writing between the Customer and Supplier by execution of a further signed Schedule or by mutual arrangement between the Parties) the Customer will deliver up the Vehicle in good condition and repair (Fair Wear & Tear excepted) for the Supplier to collect at a location to be agreed between the Parties. If the Vehicle is not delivered up in a condition consistent with the Customer's responsibilities (as defined in this Agreement) the Supplier shall be entitled to claim from the Customer all and any estimated costs associated in returning the Vehicle to such standards, subject to the following:-

- i. the Supplier shall notify the Customer in writing as to the estimated costs of returning the vehicle to a condition consistent with the Customer's responsibilities (as defined in this Agreement);
- ii. for two clear Business Days after the Supplier has posted the notice described in (i) above, the Supplier will make the Vehicle available to the Customer for inspection;
- iii. after such period the Customer shall be deemed to have accepted responsibility for such estimated costs and the Customer shall reimburse the Supplier to this value within 30 calendar days (on provision of an invoice from the Supplier with supporting evidence of estimated costs). The Supplier will undertake any repairs on the Vehicle at its sole discretion.

12. Excess Mileage

12.1 An amount shall be shown in the Schedule as the Contract Total Mileage. If at the end of the Term (or on termination of the hiring of the Vehicle in accordance with elsewhere in this Appendix) the Vehicle shall have traversed more than the Contract Total Mileage (or a proportionally lesser amount if the hiring shall be terminated before the Termination Date) then on such expiry (or at point of termination) the Customer will pay to the Supplier an Excess Mileage Charge at the rate specified in the Schedule together with VAT calculated on such amount.

12.2 In the event that the actual mileage of the Vehicle at the end of 12 months from the Delivery Date as specified in the Schedule (or at the end of any 3 month period thereafter) varies from the pro rata annualised mileage of the original Contract Total Mileage (as detailed in the Schedule) by more than 15% then the Supplier shall be entitled to amend the Schedule at its sole discretion and increase any outstanding Total Monthly Rental Charges as detailed therein, which the Customer shall duly settle in accordance with the payment terms in the revised Schedule.

The Supplier shall at its sole discretion reserve the right to charge the Customer a Reschedule Administration Fee as a result of any Schedule amendment as contemplated within this sub-clause. Such a cost shall be for the account of the Customer and due within thirty (30) calendar days of date of invoice.

13. Manufacturers Warranty

In the event of the 'Service / Maintenance' option referred to in the Schedule not being selected by the Customer, the Supplier will at the cost and request of the Customer (and on the Supplier's terms) transfer to the Customer (so far as the same is capable of transfer) the benefit of any Manufacturer's express warranties of fitness and performance of the Vehicle.

14. Exclusion of Liability

14.1 Except as mentioned in sub-clause 14.2 below, since the Vehicle has been chosen by the Customer and has not been inspected by the Supplier, the Supplier does not make or give any representation or undertaking, express or implied as to the condition, description, quality or performance of the Vehicle or as to its fitness for any or particular purpose. All such representations and undertakings are specifically excluded.

14.2 If in making this Agreement the Customer deals as a consumer or if in Scotland this Agreement or subsequent Schedule is deemed to be a consumer contract (within the meanings of Sections 12 and 25 of the Unfair Contract Terms Act 1977) the Vehicle is hired by the Customer with the benefit of undertakings about title, correspondence with description, fitness for the purpose and satisfactory quality implied by the Supply of Goods and Services Act 1982. Where the Customer is not a consumer, or if in Scotland the Agreement or Schedule is not deemed to fall under the auspices a consumer contract (within the meanings of Sections

12 and 25 of the Unfair Contract Terms Act 1977) the provisions of the Supply of Goods and Services Act 1982 shall not apply and all guarantees, warranties, terms, conditions and representations implied by statute or otherwise are expressly excluded to the maximum extent permitted by law.

- 14.3 Whilst the Supplier undertakes to use reasonable endeavours to provide the Vehicle(s) on the Estimated Delivery Date (detailed by the Supplier to the Customer in the Schedule), the Customer agrees that the Supplier shall not be liable to the Customer for any losses (consequential or otherwise) whatsoever arising through delay or non-provision.

15. Assignment/Agency

- 15.1 The Supplier shall have the right to assign or transfer this Agreement and all rights under it and any Schedule, without reference to the Customer.
- 15.2 The Customer acknowledges that entering into this Contract Hire Agreement the Supplier may be acting as agent on behalf of a third party principal in respect of financial obligations but as principal in respect of Service / Maintenance.

16. Restrictions on Customer

- 16.1 The Vehicle shall at all times be the exclusive property of the Supplier.
- 16.2 The Customer shall not sell, offer for sale, assign, charge, pledge, sublet, hire out, loan or otherwise deal with the Vehicle or any part or parts thereof or deal with any interest therein or in this Agreement.

17. Joint Customers

Where two or more persons constitute the Customer or the Customer is a partnership, their liability and the liability of the parties will be joint and several.

18. Schedule Amendments

Where an amendment to a Schedule is requested by the Customer (and where such an amendment is requested following acceptance of the Vehicle by the Customer as detailed in the Schedule), the Supplier shall use its sole and exclusive discretion as to whether to grant or refuse such a request. Where the Supplier accedes to such a request a revised Schedule shall be submitted to the Customer for signature detailing the relevant revised terms. In such a case the Parties acknowledge that the newly signed Schedule shall supersede the original.

Where the Customer requests an amendment to the Schedule (and where such an amendment is requested following acceptance of the Vehicle by the Customer as detailed in the Schedule), which involves the transfer of its obligations to another party, the Supplier shall use its sole and exclusive discretion as to whether to grant or refuse such a request. Where the Supplier accedes to such a request a further Agreement will need to be signed by all three parties.

The Supplier shall at its sole discretion reserve the right to charge the Customer a Reschedule Administration Fee as a result of any Schedule amendment as

contemplated within this clause. Such a cost shall be for the account of the Customer and due within thirty (30) calendar days of date of invoice.

Appendix 2 Annex A - Contract Hire Mandatory Services

Introduction

This Annex A to Appendix 2 details the conditions and warranties which shall govern the Mandatory Services as described herein in relation to the Contract Hire of Vehicles by the Supplier to the Customer. The obligations of both Parties in the delivery of such Services are also detailed. This Annex shall be read in conjunction with the rest of the Agreement and in particular Appendix 2.

Additional Definitions & Interpretations appropriate solely to this Annex:-

Business Hour – an hour between 08:00am (GMT) and 6:00pm (GMT) in a Business Day as defined in Appendix 1 Annex A to this Agreement

Delivery Confirmation Schedule – Means any schedule or schedules which shall be presented to the Customer from the Supplier detailing the actual delivery date of a Vehicle and date for commencement of Total Monthly Rental Charges as detailed therein. A Delivery Confirmation Schedule shall always be pursuant to a signed Order Confirmation Schedule.

KPI(s) – Key Performance Indicator(s). The levels of Service performance the Supplier has committed to use reasonable endeavours to achieve throughout this Appendix.

Order Confirmation Schedule – Means any schedule or schedules which may from time to time hereafter be signed by the Supplier and the Customer (to formalise the specific terms and price of a Vehicle or Vehicles to be hired by the Supplier to the Customer) and any reference to Order Confirmation Schedule shall refer at any time to the relevant Order Confirmation Schedule relating to any Contract Hire Vehicle in respect of which this Agreement shall apply at any particular time. A signed Order Confirmation Schedule shall be construed as an Order for the wider purposes of this Agreement.

Schedule – Means an Order Confirmation Schedule and Delivery Confirmation Schedule

Term – Means the period of hire specified in a Schedule.

Termination Date – Shall be the end of the Term as specified in the appropriate Delivery Confirmation Schedule.

Total Monthly Rental Charges – Shall mean the payments due from the Customer to the Supplier and on the dates as specified in the Schedule in consideration for the Contract Hire of a Vehicle and associated services provided by the Supplier as detailed in the Schedule.

Vehicle(s) – Means the vehicle described as such in a Schedule and all tools with it, all accessories, options and replacements fitted to such vehicle, whether by the Supplier or the Customer or another. Any additions become the property of the Supplier unless capable of removal without damage to the vehicle.

1. Vehicle Ordering Services

The Supplier shall provide the following Services to the Customer throughout the Agreement Duration in respect of any and all Vehicles contract hired by the Supplier to the Customer;

- a) Provision of Demonstrator vehicles (pre-Order Confirmation Schedule signature) subject to vehicle type and availability
- b) Provision of Quotations for Contract Hire Vehicles (pre-Order Confirmation Schedule signature)
- c) Procurement of Vehicles (post-Order Confirmation Schedule signature)

1.1 Provision of Demonstrator vehicles – The Supplier shall provide each and every Customer's driver with the facility to order demonstrator vehicles (to assist in informing the drivers choice of Vehicle) subject to the following conditions;

- i. Each Customer driver shall be entitled to arrange no more than 3 (three) demonstration vehicle bookings (within a twelve calendar month period) through the Supplier. Such demonstrator vehicles shall be of a type which is commensurate with the Customer's drivers Vehicle entitlement.
- ii. The Supplier is unable to guarantee the model of demonstrator vehicle to be supplied, but shall use reasonable endeavours to attempt to meet the Customer's driver preferences in this respect.
- iii. The Supplier is unable to guarantee the delivery date of the demonstrator vehicle to be supplied, but shall use reasonable endeavours to attempt to meet the Customer's driver requests in this respect.
- iv. The Supplier is unable to guarantee the duration of the demonstrator vehicle to be supplied, but shall use reasonable endeavours to attempt to meet the Customer's driver requests in this respect.
- v. Any costs incurred by the Supplier in the provision of a demonstrator vehicle shall be for the account of the Customer with payment due in thirty (30) calendar days from date of invoice. Such costs shall be notified to the Customer in advance of being incurred.

For the avoidance of doubt neither the Customer nor driver shall have any title in the demonstrator vehicle to be provided. From the point of delivery up until the point of collection, risk in the demonstrator vehicle shall reside with the Customer. The Customer shall be liable for any damage to (or loss of) the demonstrator vehicle (on the same terms as if it were a Vehicle as defined elsewhere in this Appendix) and should take all and any necessary steps to provide adequate insurance of the same.

1.2 Provision of Quotations for Contract Hire Vehicles – The Supplier undertakes to operate an electronic interface to enable drivers of the Customer to request quotations for Vehicles. Quotations shall be valid for a period of 28 (twenty-eight) calendar days excluding any changes to taxes (including road tax and licensing) charges (including those imposed by Vehicle manufacturers), duties, imposts and levies on a Vehicle outside of the direct control of the Supplier. Neither shall quotations be valid (for the period of 28

(twenty-eight) calendar days) where the Supplier has made an innocent mistake or omission in provision of the same.

1.3 Procurement of Vehicles.

The Supplier undertakes;

- i. To provide authorised representatives or drivers of the Customer with Vehicle specific Order Confirmation Schedule forms which, when signed, shall be used by the Supplier to place a Vehicle order.
- ii. To examine all completed Vehicle specific Order Confirmation Schedule forms to ensure that the Vehicle ordered is in accordance with the Customer's pre-stated policy for its fleet, seeking Customer authorisation where so agreed between the Parties.
- iii. To use reasonable endeavours to negotiate discounts with manufacturers or dealerships as well as applying any direct Customer negotiated discounts from manufacturers or dealerships. Any manufacturers or dealership discounts shall be reflected in the Total Monthly Rental Charges in the Schedule.
- iv. Prior to delivery of a Vehicle, to use its reasonable endeavours to comply with any instruction by the Customer to cancel a Vehicle (which has been ordered pursuant to a signed Order Confirmation Schedule) on the best possible terms. Where any cancellation charges apply such charges shall be wholly for the account of the Customer and payable to the Supplier within 30 calendar days of date of invoice.
- v. To arrange Vehicle delivery with the Customer on the Delivery Date specified in the Delivery Confirmation Schedule.

The Customer undertakes to settle any cancellation charges which transpire following the circumstances in clause iv coming into force. The Customer shall also be responsible for any and all Vehicle redelivery and other charges incurred or paid by the Supplier in connection with the redelivery of Vehicles (where a representative of the Customer was not available to take delivery of the Vehicle as arranged on the Delivery Date as specified in the Delivery Confirmation Schedule, or refused delivery of the Vehicle where the Vehicle was in accordance with the specification as detailed in the signed Schedule). Such charges shall be wholly for the account of the Customer and payable to the Supplier within 30 calendar days of notification

The Total Monthly Rental and Excess Mileage Charges are calculated on the date of creation of the Schedule in accordance with the latest known manufacturing prices, road fund licence, value added tax, any other taxes, financing costs and manufacturers servicing schedules. The Supplier shall have the right to substitute Total Monthly Rental and Excess Mileage Charges as may be appropriate prior to or at the Delivery Date of the Vehicle (as detailed in the Delivery Confirmation Schedule) on a pro rata basis to the variation in any element of cost.

2. Vehicle Administration Services

The Supplier undertakes to provide the following Services;

2.1 Road Fund Licence - The Supplier shall administer and settle all taxes (including road tax and licensing) charges, duties, imposts and levies arising from ownership and use of a Vehicle. Where the price of such taxes (including road tax and licensing) charges, duties, imposts and levies increases following the signature of the appropriate Schedule, such incremental costs shall be for the account of the Customer. The Customer shall be obliged to meet any such incremental costs during the Term (as detailed in the signed Schedule for the applicable Vehicle) or until the Vehicle is returned to the Supplier.

2.2 Administration of Driver Pack – In respect of each and every Vehicle, the Supplier undertakes to provide the following to the Customer;

- i. Driver Guide – A non-exhaustive Guide for the Customer's drivers detailing useful information both in regards to the processes in support of this Agreement and wider responsibilities of driving a company Vehicle.
- ii. Driver Assistance Card – To provide the driver with the requisite contact details and information to be able to enjoy the Services as outlined in this Agreement.
- iii. Venson Safety Bag – To be provided in the Vehicle including a number of products in support of the safety of the driver and Vehicle.

2.3 Parking & Congestion Charge Fines Administration.

The Supplier undertakes to provide the following Services to the Customer;

- i. To notify the Customer of any parking and/or congestion charge fine or penalty as soon as practicable after notification to the Supplier by the relevant Issuing Authority.
- ii. To issue reminders to the Customer and settle the parking and/or congestion charge fine where requested by the Customer or in default where the Customer has not responded or the parking and/or congestion charge fine is overdue.

The Customer agrees to;

- iii. Promptly furnish to the Supplier such assistance and information as may be required to investigate and respond to such parking and/or congestion charge fines.
- iv. Reimburse the Supplier all costs associated with the settlement of each and every parking and/or congestion charge fine.
- v. Be responsible for all parking fine and/or congestion charge fines on Vehicles under its supervision as well as any of its own legal costs in contest of the parking /or congestion charge fine. Where the Supplier has settled parking fine and/or congestion charge fines on the Customer's behalf, the Customer shall reimburse the Supplier for such values within 30 calendar days.
- vi. Reimburse the Supplier the Parking and Congestion Charge Fine Administration charges (as detailed elsewhere under this clause) in respect of the administration of each and every parking and/or congestion charge fine.

- 2.4 Other Fines, Enforcement Notices & Penalties – The Supplier shall not be responsible for the administration or settlement of any other fines, enforcement notices or penalties in relation to a Vehicle under this Agreement. Its sole responsibility in such circumstances shall be limited to advising the Issuing Authority or Police Force the details of the Customer's driver who is recorded as being in supervision of the Vehicle. The Customer shall bear sole responsibility for the administration, settlement, response to and payment of such fines, enforcement notices or penalties.
- 2.5 MID Update – The Supplier shall update the Motor Insurance Database on behalf of the Customer where the Customer requires such a Service. The Supplier shall not be held accountable for the delivery of any applicable element of this Service where the requisite information is not promptly provided by the Customer.
- 2.6 Treatment of costs under this clause 2 – Any costs detailed within this clause as being for the account or responsibility of the Customer shall be recharged to the Customer by the Supplier, with payment due to the Supplier within 30 calendar days. In addition the following charges shall apply to the Customer as detailed elsewhere in this clause, with payment due from the Customer to the Supplier within 30 calendar days.
- i. Parking and Congestion Charge Fine Administration;
First Reminder Letter sent by the Supplier - £5.00
Second Reminder Letter sent by the Supplier - £10.00
Final Reminder Letter sent by the Supplier & Payment of fine - £15.00

The prices as detailed in this sub-clause 2.6 shall be firm up until the first anniversary of the Effective Date of the Agreement. The Supplier shall reserve the exclusive right at its sole discretion to alter or amend these prices for subsequent years in the Agreement Duration.

3. KPIs

The Supplier commits to use reasonable endeavours to meet the Key Performance Indicators as detailed below;

Title	Summary of Criteria	KPI Target
Order Confirmation Schedule	Order Confirmation Schedule e-mailed to the Customer within 1 Business Day of the customer's written acceptance of a valid quotation.	90% (monthly average)
Order placed	Vehicle order placed with the dealer within 2 Business Days of receipt of the customer signed Order Confirmation Schedule	90%
Road Fund Licences (RFLs)	Ensure all vehicles have a valid road fund licence	100%

Travel Abroad	Authority to travel abroad - VE103A issued within 48 hours of receipt (where notification has been provided by the Customer's driver fourteen (14) calendar days before travel)	95% (monthly average)

The Supplier reserves the sole and exclusive right to amend or alter the KPIs as detailed in clause 3 above at no less than three calendar months' notice to the Customer, where such changes are imposed on it by a Sub-Contractor.

Appendix 2 Addendum 1 - Contract Hire Maintenance Services

Introduction

This Addendum 1 to Appendix 2 details the Contract Hire Maintenance Services provided by the Supplier to the Customer under this Agreement, where the Services are provided as part of the Total Monthly Rental Charge in the signed Schedule (save for the exclusions as detailed herein). For a Vehicle to qualify for the Services as contemplated under this Addendum 1 to Appendix 2, the with 'Service / Maintenance' option must have first been selected on the appropriate Schedule.

Additional Definitions & Interpretations appropriate solely to this Addendum to this Appendix:-

Delivery Confirmation Schedule – Means any schedule or schedules which shall be presented to the Customer from the Supplier detailing the actual delivery date of a Vehicle and date for commencement of Total Monthly Rental Charges as detailed therein. A Delivery Confirmation Schedule shall always be pursuant to a signed Order Confirmation Schedule.

KPI(s) – Key Performance Indicator(s). The levels of Service performance the Supplier has committed to use reasonable endeavours to achieve throughout this Appendix.

Maintenance Sub-Contractors – A supplier to the Supplier providing Vehicle servicing and maintenance services.

Order Confirmation Schedule – Means any schedule or schedules which may from time to time hereafter be signed by the Supplier and the Customer (to formalise the specific terms and price of a Vehicle or Vehicles to be hired by the Supplier to the Customer) and any reference to Order Confirmation Schedule shall refer at any time to the relevant Order Confirmation Schedule relating to any Contract Hire Vehicle in respect of which this Agreement shall apply at any particular time. A signed Order Confirmation Schedule shall be construed as an Order for the wider purposes of this Agreement.

Schedule – Means an Order Confirmation Schedule and Delivery Confirmation Schedule.

Term – Means the period of hire specified in a Schedule.

Termination Date – Shall be the end of the Term as specified in the appropriate Delivery Confirmation Schedule.

Vehicle(s) – Means the vehicle described as such in a Schedule and all tools with it, all accessories, options and replacements fitted to such vehicle, whether by the Supplier or the Customer or another. Any additions become the property of the Supplier unless capable of removal without damage to the vehicle.

Description of Services

1. Summary - The Supplier shall provide the following Services to the Customer throughout the Agreement Duration (or up until the Termination Date of a Vehicle) in respect of any and all Vehicles contract hired by the Supplier to the Customer (pursuant to a mutually signed Order Confirmation Schedule);
 - a) Maintenance of Contract Hire Vehicles
- 1.2. Maintenance of Contract Hire Vehicles – The Supplier shall maintain the base Vehicles throughout the Agreement Duration (or up until the Termination Date of a Vehicle) in accordance with the following obligations;
 - a) To manage a network of Maintenance Sub-Contractors to undertake the proper maintenance and servicing of the base Vehicles in accordance with the Vehicle manufacturer's recommendations.
 - b) To facilitate service or maintenance bookings (for a Vehicle to be seen and assessed by a Maintenance Sub-Contractor), on request from the Customer or their drivers.
 - c) To authorise requests for Vehicle maintenance and repairs from Maintenance Sub-Contractors which, having regard to the maintenance history of the Vehicle, the nature of the request and the potential future life span of the Vehicle, are deemed by the Supplier to be both required, and priced at the correct level taking into account labour times, labour content, fluid quantities, parts, manufacturers servicing schedules and adherence to agreed labour rates and discounts.
 - d) To pursue all proper claims to the Vehicle manufacturer for warranty or goodwill contributions (but so that it is acknowledged by the Parties that neither the Vehicle manufacturer nor dealership providing the Vehicle is the Agent of the Supplier and has no authority to act as the Agent of the Supplier and the Supplier shall not be responsible for any statement warranty or representation made by any Vehicle manufacturer or dealership providing the Vehicle).
 - e) To report to the Customer any spend which is deemed Driver Induced or Accident Damaged in accordance with clause 1.3 to this Addendum.
 - f) To manage on the Customer's behalf the breakdown and recovery of Vehicles within the United Kingdom. To utilise the Supplier's preferred recovery Sub-Contractor (or by default any manufacturer recovery valid and in force for the Vehicle) for the attendance, recovery and/or repair of Vehicles at roadside or on site. For the Customer to enjoy the Services as outlined specifically in this sub clause 1.2 (h) the with 'Vehicle Recovery & Homestart' option must have first been selected on the appropriate Schedule.
- 1.3. Exclusions under clause 1.2 – The following shall be excluded from the scope of the obligations of the Supplier in respect of service and maintenance of Vehicles;
 - a) The Supplier shall bear no responsibility to supply Services under this Addendum 1 to Appendix 2 for any Accident Damage to Vehicles. Accident Damage shall be defined as non-mechanical damage to the Vehicle. This shall include, but not be limited to damage as a result of collision, fire, theft or attempted theft, flooding, other forms of extreme weather, vandalism, damage of malicious origin, tyre puncture or impact damage, and glass damage through impact or stone chip. The remedy of any and all such damage shall be the responsibility of the Customer, save for the following exclusion -

In respect of glass damage, the Supplier shall provide replacement and repair Services for the Customer (on the request of the Customer), the costs for which shall be additional and rechargeable in full to the Customer.

- b) The Supplier shall bear no responsibility to supply Services under this Addendum 1 to Appendix 2 for any Driver Induced Damage to Vehicles. Driver Induced Damage shall be defined as damage to a Vehicle through driver negligence, driver abuse, treatment or use of the Vehicle beyond or outside of the guidelines of the Manufacturer, lack of maintenance, and excessive wear untypical for the Vehicle. This shall include but not be limited to the following examples – key loss, mis-fueling, premature clutch wear, premature brake wear, incorrect fluid levels (e.g. Oil and coolant), failure to act upon vehicle warning lights and flat battery (unless related to a mechanical fault). Any and all such damage items shall be for the account of the Customer the costs for which shall be additional and rechargeable in full.
- c) The Supplier shall bear no responsibility to supply Services under this Addendum 1 to Appendix 2 for any Customer Requested Maintenance. Customer Requested Maintenance shall be defined as any request from a Customer for Maintenance on a Vehicle which the Supplier deems is not necessary for the correct operation of the Vehicle. Such items shall be for the account the Customer, the costs for which shall be additional and rechargeable in full.
- d) The Supplier shall bear no responsibility to supply Services under this Addendum 1 to Appendix 2 for any Service, Maintenance or Repair in relation to the converted vehicle. The converted vehicle shall be defined as any elements added post-manufacturer factory build. Such items shall be for the account the Customer, the costs for which shall be additional and rechargeable in full.
- e) The Supplier shall bear no responsibility to supply Services under this Addendum 1 to Appendix 2 for any tyres in relation to the vehicle. Such items shall be for the Customer to contract with an external company separately and for payment to be made directly and in full to their 3rd party provider.
- f) Any charges relating to Rapid Response (defined as emergency response or outside of 8:30am to 5:00pm GMT on a Business Day) attendance charges for glass shall be for the account of the Customer.

Price

- 2. Summary – Save for specific exclusions as detailed in clause 2.1 below, the cost for the Services for each Vehicle as outlined in this Addendum 1 to Appendix 2 shall be included in the Total Monthly Rental Charge as detailed in the applicable Schedule.

- 2.1. Exclusions – Any costs detailed within this Addendum 1 to Appendix 2 as being for the account or responsibility of the Customer shall be recharged to the Customer by the Supplier and shall be due within 30 calendar days from date of invoice.

KPIs

Summary - The Supplier commits to use reasonable endeavours to meet the Key Performance Indicators as detailed below;

Title	Summary of Criteria	KPI Target
Authorisation response times	To maintain an authorisation response time under an average of 15 minutes for maintenance and service work authorised (on a monthly average)	100%
Maintenance Authorisation	Venson will approve all work using industry recognised times	100% (adherence)
Roadside Assistance	Breakdown Attendance (non-Manufacturer) in 60 minutes; Breakdown Attendance (non-Manufacturer) in 90 minutes; Breakdown Attendance (non-Manufacturer) in 120 minutes;	80% 90% 95% (all monthly average)

2.2. The Supplier reserves the sole and exclusive right to amend or alter the KPIs as detailed in clause 3 above at no less than three calendar months' notice to the Customer, where such changes are imposed on it by a Maintenance Sub-Contractor or other Sub-Contractor.

Appendix 2 Addendum 3 - Early Termination Calculation (Open Book)

Introduction

This Addendum 3 to Appendix 2 details the conditions and warranties which shall govern the Early Termination Calculation for a Vehicle under contract hire from the Supplier to the Customer, where such termination takes place prior to the Termination Date on the Delivery Confirmation Schedule for a Vehicle, and is not due to the circumstances contemplated in clauses 5.6 and 9 of Appendix 2 to this Agreement.

Additional Definitions & Interpretations appropriate solely to this Appendix:-

Delivery Confirmation Schedule – Means any schedule or schedules which shall be presented to the Customer from the Supplier detailing the actual delivery date of a Vehicle and date for commencement of Total Monthly Rental Charges as detailed therein. A Delivery Confirmation Schedule shall always be pursuant to a signed Order Confirmation Schedule.

Early Termination Vehicle Value – Shall mean the value of the Vehicle as on the anticipated Early Termination return date, considering the condition and mileage of the Vehicle.

Order Confirmation Schedule – Means any schedule or schedules which may from time to time be signed by the Supplier and the Customer (to formalise the specific terms and price of a Vehicle or Vehicles to be hired by the Supplier to the Customer) in accordance with Appendix 2 to this Agreement. Appendix 2 shall contain a more thorough description of the term Order Confirmation Schedule which shall take precedence over the description herein.

Outstanding Finance – Shall mean the balance due to the Supplier in respect of funding for the contract hire of the Vehicle, added to any over-spend on maintenance, added to any prorated Excess Mileage in accordance with the appropriate Schedule, added to any reasonable expenses incurred by the Supplier in processing the Early Termination request, as on the anticipated Early Termination return date.

Schedule – Means an Order Confirmation Schedule and Delivery Confirmation Schedule

Vehicle – Means the vehicle described as such in a Schedule and all tools with it, all accessories, options and replacements fitted to such vehicle, whether by the Supplier or the Customer or another. Any additions become the property of the Supplier unless capable of removal without damage to the vehicle.

Conditions & Warranties

1. Supplier Offer

The Supplier will offer an Early Termination Settlement Figure to the Customer on the basis of the Calculation detailed within this Addendum 3 to Appendix 2, where the Customer seeks to return the Vehicle in advance of the end of the Termination Date in the Delivery Confirmation Schedule. This offer shall not extend to any Written Off Vehicle (as defined in clause 5.6 to Appendix 2 of this Agreement). Neither shall this offer apply to any

Vehicle which is terminated early as a result of the circumstances contemplated in clause 9 to Appendix 2 (Termination by Default).

2. Calculation

= Outstanding Finance - Early Termination Vehicle Value

Where this figure is more than £0.00, this shall represent the Early Termination Settlement Figure which shall be due from the Customer to the Supplier within thirty (30) calendar days of the returned date of the Vehicle. Where this figure is less than £0.00 the Vehicle will be returned with no Early Termination Settlement Figure and neither Party shall be liable to the other in respect thereof



Appendix 6 Addendum to Master Hire Agreements HCC Contract Hire Framework Number: HCC2012224

This Addendum is to be read in addition to the Master Agreement dated 31/01/2023 and made between the Lessee; NHS Business Services Authority and lessor; Venson Automotive Solutions Limited. Other than the variations specifically set below, all other terms and conditions of the Master Hire Agreement will remain unchanged.

Terms below as agreed with NHS Business Services

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

Government	Percentage
Current government	95%
Previous government	5%

Service	Percentage of Respondents
Blackout Bar 1	Blackout
Blackout Bar 2	Blackout
Blackout Bar 3	Blackout
Blackout Bar 4	Blackout
Blackout Bar 5	Blackout