

Call-Off Schedule 22 (Vehicle Hire Terms)

1. Introduction

1.1 The Buyer has decided to hire Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Vehicle Hire Terms), the Core Terms and each Equipment Order.

2. Definitions

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

"Access Cards"	is an individual card, whether Buyer or Supplier owned, that allows a Driver access to a Car Club vehicle;
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"Actual Delivery Time"	the date and time on which a piece of Equipment is actually delivered to the Buyer;
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"Additional Charges"	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
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“Breakdown Provider”	the Supplier or any third party which the Supplier uses to provide breakdown and roadside assistance services to the Buyer whether in the UK or overseas and in this regard the Supplier may use more than one Breakdown Service Providers;
“Buyer’s Travel Policy”	a document that outlines the guidelines, rules and behaviours relating to travel for employees of the Buyer;
“Car Share Club Membership” or “Membership”	mean a membership to the supplier Car Club that will be required to the Drivers to allow to hold and Access Card to access to the car clubs vehicles;
“Car Share Dedicated Pool Vehicles”	means the provision by the Suppliers of Vehicles rented for an extended period of time and for exclusive use by Buyer Staff;
“Car Share Technology Only”	means a conversion of a Company Vehicle to allow the reservation of these vehicles through the Online Booking System;
“Car Share Virtual Vehicles”	Vehicles that are normally rented out for shorter periods of time, usually on an hourly basis, and often intended for shorter distance trips in urban areas;
“Collection Place”	mean the place for collection specified in the Equipment Order;
“Crown Indemnity”	where the Buyer is its own insurer;
“Daily Rental”	daily rental of Vehicles excluding any Car Share Virtual Vehicles;

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“Day”	any day Monday to Sunday inclusive;
“Delivery Place”	the place for delivery specified in the Equipment Order;
“DigiTS”	an online portal hosted on a ccs.gov.uk domain through which RM6013 Buyers can access an Online Booking System as well as MI reporting;
“Driver”	Buyer Staff who will drive the Vehicles pursuant to an Equipment Order;
“Due Delivery Time”	the date and time specified for delivery of a piece of Equipment in the Equipment Order;
“Electric Vehicles” or “EV”	a Vehicle which uses one or more electric motors for propulsion;
“Equipment”	those devices, machines, tools, technology including Car Share Technology Only and/or Vehicles set out in Framework Schedule 1 - Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;
“Equipment Order”	the order specifying the Equipment that the Buyer will hire from the Supplier under the Call-Off Contract which the Buyer will detail using the Online Booking System or in an equivalent form as agreed by the Parties from time to time;
"Excess"	has the same meaning given to it in Clause 8.10.1;
“Fuel Cards”	means credit cards or prepayment cards that can only be used for purchasing fuel;
"Hire Payments"	the Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract which price must not be greater than the prices provided for in the Framework Contract from time to time;

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"Hire Period"	in relation to a piece of Equipment, the period commencing at the Actual Delivery Time for that piece of Equipment and ending at the Return Time for that piece of Equipment unless extended or terminated early in accordance with this Call-Off Contract;
"Mixed Use Vehicle Pool"	means the Buyer booking a number of vehicles for an extended period of time and for exclusive use by Buyer Staff during a specific period of the day agreed as part of the Call-Off Contract;
"Net Book Value"	the value of a piece of Equipment from time to time being its purchase price less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made;
"Online Booking System"	an online system which allows a Buyer to hire Equipment through a website portal;
"Out of hours"	means all hours outside: 08:00 to 18:00 Monday to Friday, excluding Bank Holidays and 09:00 to 12:00 Saturday in the UK;
"Purchase2Pay" or "P2P"	this refers to the business processes that cover activities of requesting, purchasing, receiving, paying for and accounting for goods and services and is commonly known as procure-to-pay.
"Rental"	the amount specified in the Equipment Order to be paid by the Buyer to the Supplier for hire of Equipment;
"Restricted Access"	this refers to premises owned or occupied by the Buyer which the Supplier is not permitted to access for security or other reasons;
"Return Time"	the date and time so specified in the Equipment Order for return or collection;
"Total Loss"	any event which, in the opinion of the insurers of the piece of Equipment, renders the piece of

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	Equipment incapable of economic repair if it is lost, stolen or destroyed;
“Vehicle”	means those vehicles more particularly described in the Framework Specification and which forms part of the Equipment;
“Vehicle Damage Assessor”	mean a report estimating of vehicle damage repairs which are involved in accidents or similar incident circumstances produced by an ATA (Automotive Technician Accreditation) registered source.
"Vehicle Hire Terms"	the terms and conditions of hire set out in this Call-Off Schedule 22;
“Vehicle Inspection Form”	is the form to be delivered by the Supplier with the Vehicle at the commencement of the Hire Period which details information relating to the hire including but not limited to details of the Driver, Hire Period and the Vehicle;
“Vulnerable Driver”	Drivers including lone female Drivers who may be in vulnerable situations such as on motorways or unlit roads;
“Working Hours”	mean hours during the Hours of Service;

3. Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Vehicle Hire Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Hire Period of any Equipment;

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and

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3.1.6 Clause 11.3 does not apply where the Buyer must pay any amount under paragraph 10 (Consequences of r termination).

4 Equipment Orders

- 4.1 Each Equipment Order is subject to and incorporates the Vehicle Hire Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.
- 4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.
- 4.3 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or by any other method as the Parties may agree from time to time) and the confirmation will confirm the order details including:
 - 4.3.1 a description of the piece of Equipment ordered;
 - 4.3.2 details of any optional extras ordered and any conversion work to be carried out as set out in the Specification;
 - 4.3.3 the anticipated delivery details; and
 - 4.3.4 the name and address of the Supplier.
- 4.4 The Supplier shall confirm the Equipment Order referred to in paragraph 4.3 immediately when using the Online Booking System and within 4 Working Hours in any other case.
- 4.5 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

5 Hiring Equipment

Hire

- 5.1 In consideration of the payment of the Hire Payments, the Supplier will hire the Equipment to the Buyer in a timely manner and in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.
- 5.2 The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them (in accordance with the Specification) so as to

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ensure that the Equipment will be of sufficient quality and suitable for the requirements of the Buyer.

Daily Rentals

- 5.3 If a piece of Equipment from the group requested by the Buyer as a Daily Rental is not available the Supplier must use best endeavours to provide a piece of Equipment of the same emissions level;
- 5.4 If an upgrade to a different vehicle group is provided the Rentals originally requested shall apply;
- 5.5 If a piece of Equipment from a lower group is provided, the Rentals from the lower group shall apply;
- 5.6 The Supplier shall notify the Buyer of any changes to the requested piece of Equipment in sufficient time for the Buyer to make alternative arrangements if necessary and in any event prior to delivery; and if the Buyer does not accept such changes to the piece of Equipment requested, the Buyer can cancel the Daily Rental without penalty or cancellation charge.

Delivery and Collection

Delivery

- 5.7 The Supplier must supply the piece of Equipment to the Delivery Place at the Due Delivery Time.
- 5.8 The Supplier must provide the Driver with a full familiarisation of the controls and other characteristics specific to the piece of Equipment upon Delivery.
- 5.9 On Delivery, the Supplier must clearly state to the Driver the type of fuel used in the Vehicle. Where the Driver is not present at the Actual Delivery Time, the Supplier must provide written familiarisation details (clearly stating the type of fuel used) with the Vehicle.
- 5.10 If specialist Equipment is provided with the Vehicle, the Supplier must provide the Driver with the appropriate familiarisation awareness training necessary to safely, legally and effectively operate the piece of Equipment. The Supplier must record the Driver's details and training provided for the specialist equipment, wherever possible or necessary.
- 5.11 Where multiple Drivers are involved, only one representative shall need to be present at the Delivery Place.
- 5.12 Where representatives of the Buyer are unavailable at the time the Supplier delivers a piece of Equipment, the Supplier must leave a Vehicle

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Inspection Form in the Vehicle, for the attention of the Driver, clearly showing any points where any Damage, however slight, have been noted on the Equipment.

- 5.13 When requested to deliver to a point which requires payment for parking such as a pay and display meter and it is practical to do so (for example it may not be practical in the case of a very large vehicle), the Supplier shall pay for 2 hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Buyer to the Supplier provided a valid receipt or parking ticket is submitted by the Supplier.
- 5.14 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Buyer) the delivered piece of Equipment is parked in a well-lit, open area.
- 5.15 The Equipment must comply in all respects with the requirements set out in paragraph 3.1.4 of the Specification. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the Vehicle Inspection Form does not include the required information.

Collection

- 5.16 If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, record the mileage and notify the Buyer (or the Buyer's nominated agent) of details of any additional damage within 4 Working Hours of the termination of the Hire Period and deliver a damage report to the Buyer (or the Buyer's nominated agent) within 24 hours of termination of the Hire Period. To allow accurate time stamping the report should be in an email format. A copy of the Vehicle Inspection Form should also be left inside the Vehicle. Failure to do so shall result in the Buyer not being liable for damage claims.
- 5.17 The Supplier shall ensure that, where hire of the Equipment has ended the Equipment is removed promptly at an agreed time upon receipt of notification from the Buyer. The Buyer shall provide up to 2 hours paid parking (unless a different duration is agreed) where the Equipment is to be collected from a pay and display car park, parking meter etc.
- 5.18 In the event of Equipment being returned late the Supplier shall apply a grace period of 59 minutes before Additional Charges are incurred. Additional Charges shall continue to be incurred during the Hire Period until the Equipment is returned by the Buyer or collected by the Supplier, whichever is the earlier.
- 5.19 The Supplier shall, provided there has been prior notification and is agreed by the Supplier, allow the Buyer to hire the Equipment from one location and return it to another.

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- 5.20 On expiry of the Hire Period or in the event of early termination of the Call-Off Contract in respect of any Equipment the Buyer must remove all personal effects and any other items belonging to the Buyer.

6 Title, Possession And Risk

- 6.1 The Equipment is the property of the Supplier at all times and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.
- 6.2 Subject to paragraphs 6.5 and 6.6 the Supplier's liability for loss or damage to a piece of Equipment ceases at the Due Delivery Time unless the Actual Delivery Time is later in which case liability will cease at the Actual Delivery Time.
- 6.3 The Supplier's liability for loss or damage to a piece of Equipment will (unless a different timeframe is agreed in the Call-Off Contract commence again at the earliest of:
- 6.3.1 two (2) Working Hours after the Return Time;
 - 6.3.2 two (2) Working Hours after the hire is terminated; or
 - 6.3.3 the time at which the Supplier collects a piece of Equipment.
- 6.4 The Buyer accepts a piece of Equipment by signing the Vehicle Inspection Form and the Hire Period for that piece of Equipment starts at the Due Delivery Time or the Actual Delivery Time, whichever is the later.
- 6.5 Provided the Buyer promptly notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order the Hire Period will not commence and liability for loss and damage will remain with the Supplier. Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take. This may include the provision of relief Equipment in accordance with paragraph 7.25 to 7.28.
- 6.6 Unless the Buyer notifies non-acceptance of a piece of Equipment in accordance with paragraph 6.5, the Buyer bears the risk of loss or damage to the Equipment from the time the Supplier's liability ceases until the time the Supplier's liability recommences under paragraphs 6.2 and 6.3. This relates to loss or damage however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:

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- 6.6.1 caused by the negligence of the Supplier, its Subcontractors or its agents; or
- 6.6.2 while the Supplier has possession of the Equipment, including for any maintenance.
- 6.7 The Supplier must give the Buyer quiet possession of the Equipment and the Supplier warrants that the Buyer can peaceably hold the Equipment throughout the Hire Period free of any interference from the Supplier or any person acting through the Supplier.

7 Supplier's Obligations

Documentation

- 7.1 At the commencement of the Hire Period, the Supplier must provide the Buyer with the Supplier's standard documentation, with all the relevant details completed, consisting of as a minimum:
 - 7.1.1 a vehicle handbook or laminated document which gives full familiarisation details of the Equipment including at least the controls and other characteristics specific to the Equipment;
 - 7.1.2 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;
 - 7.1.3 a Vehicle Inspection Form, if agreed by Supplier and Buyer at Call-off Contract, an electronic option to be delivered to the Buyer by email shall be provided;
 - 7.1.4 instruction how to access the Equipment, including any smart cards required to gain access to the Equipment, as per the Supplier's normal means; and
 - 7.1.5 all documentation must be in English, except for Lot 8 where documentation must be in English and the language of the country of use.

Warranty

- 7.2 The Supplier warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier.

Breakdown, Roadside Assistance and Damage

- 7.3 The Supplier must provide a comprehensive service for recovery and breakdown repairs 24 hours a day 365 days per year (366 days in a leap year) at no additional cost to the Buyer.

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- 7.4 Unless otherwise agreed in the Call-Off Contract or the Equipment Order, the Supplier shall procure that its Breakdown Provider attend breakdown and roadside assistance calls and reinstate service within 2 hours.
- 7.5 The Supplier shall procure that its Breakdown Provider prioritises breakdown and roadside assistance calls from Vulnerable Drivers.
- 7.6 The Supplier must provide valid and working contact details for the breakdown and roadside assistance service to the Buyer at the Actual Delivery Time.
- 7.7 The Supplier must provide through its Breakdown Provider a vehicle recovery and breakdown service overseas as part of breakdown cover.
- 7.8 In the event of a breakdown or any other occurrence which renders the Equipment immobile or otherwise unfit for use, the Supplier must comply with the provisions in respect of relief Equipment set out at paragraphs 7.25 to 7.28 below:

Damage

- 7.9 The Supplier must give the Buyer photographic evidence of any and all damage to Equipment regardless of the amount or value of the damage.
- 7.10 The Buyer is responsible for the costs of repairs (excluding any costs attributable to fair wear and tear) where the Buyer is at fault.
- 7.11 If the Buyer has not reported any damage to any piece of Equipment to the Supplier in accordance with paragraph 8.1, and such damage is considered by the Supplier to have occurred during the Hire Period, then the Supplier shall notify the Buyer and (where possible) the Driver, within 4 Working Hours of the end of the Hire Period.
- 7.12 The Supplier must provide the Buyer with a full report of any damage (included with the photographic evidence) detailing the Buyer's liability within 24 hours of the end of the Hire Period, excluding weekends and bank holidays.
- 7.13 If the Buyer requires, the Supplier must at its expense, obtain a Vehicle Damage Assessor's report where the estimated cost of repair is over £250 (exclusive of VAT).
- 7.14 The Supplier must supply a copy of a repair invoice to the Buyer, together with any Vehicle Damage Assessor's report to substantiate any claim from third parties for reimbursement.
- 7.15 Where the Buyer accepts liability or it is determined that the Buyer is liable for damage, the Supplier must add any costs associated with the relevant Vehicle Damage Assessor's report to the relevant repair

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invoice. The Supplier must not add more than £250 (exclusive of VAT) to any repair invoice as the cost of any Vehicle Damage Assessor's report.

7.16 Where any claim from any third party arises against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Buyer has liability for such claim, then the Supplier must:

7.16.1 notify the Buyer and (where possible) the Driver of any such claim within 24 hours of the claim being received by the Supplier and provide the Buyer with full details of the claim with evidence of the Buyer's liability; and

7.16.2 if the Buyer accepts that it is likely to be liable for the claim, fully cooperate with the Buyer in responding to any such claim.

7.17 Where (i) a third party is responsible for any damage arising to the Equipment, (ii) that third party has accepted full liability for that damage and (iii) the Buyer has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier must:

7.17.1 not pursue the Buyer for any payment; and

7.17.2 handle the claim, excluding any claim by the Buyer, directly through the third party's insurance or other representative.

7.18 Where the Buyer incurs any losses as a result of any action of a third party, the Supplier must contact the Buyer and/or their insurance company and/or managing agent.

7.19 The Buyer shall agree specific processes with the Supplier in respect of traffic violations and damage to Vehicles.

Maintenance

7.20 The Supplier must use a network of repairing agents and make sure that all repairs are in accordance with manufacturer's recommendations and warranty stipulations.

7.21 The Supplier must make sure that Equipment downtime is minimised and acted upon to ensure that Equipment availability is optimised in order to reduce the impact to the Buyer and/or the Driver.

7.22 The Supplier is responsible for arranging (at their own expense) the costs of:

7.22.1 normal routine maintenance of Equipment in accordance with manufacturer's maintenance recommendations as amended periodically; and

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7.22.2 tyre, AdBlue recharge, battery and exhaust replacements in respect of Equipment during the Hire Period corresponding to each piece of Equipment.

7.23 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred. If the Supplier does not submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, the Buyer will not be liable for such costs.

Indemnity

7.24 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due to a Default or due to the negligence of the Supplier, its servants or agents.

Relief Equipment

7.25 In the event of a breakdown or any other occurrence which renders the Equipment immobile or unfit for use as determined by the Breakdown Provider the Supplier must:

7.25.1 provide replacement Equipment of at least the same standard within 2 hours of the request for assistance being made or as agreed in the Call-Off Contract or in the Equipment Order; and

7.25.2 ensure the breakdown or road assistance service enables the Driver and any passengers and cargo to be taken to their requested destination when Out of Hours or to the Supplier's nearest depot or to the Driver's official business destination, whichever is closer, during office hours.

7.26 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract.

7.27 Where relief Equipment is provided and there is loss of value to the Buyer as the relief Equipment is from a lower group, the Supplier shall refund the difference between the cost of Rentals of the original Equipment as against the relief Equipment. The Buyer shall not be charged for the provision of relief Equipment by the Supplier.

7.28 Where relief Equipment has been provided, it shall be returned by the Buyer within 48 hours or as soon as the original Equipment is available for collection or delivered, whichever is the earlier.

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Motor Insurance Database

7.29 The Supplier must maintain and update the motor insurance database (MID) in respect of Equipment at all times in order to meet the requirements of the EU Motor Insurance Directive.

7.30 If the Parties agree in the Call-Off Contract or in the Equipment Order that the Buyer will update the MID, the Supplier must provide the necessary information, including details regarding the gross weights of the commercial vehicles, to the Buyer within the necessary timescales.

Confidentiality/Enhanced Security

7.31 In certain instances, the Supplier shall agree with the Buyer to:

7.31.1 Supply Equipment to be used in surveillance operations and therefore the Supplier shall ensure the Buyer is able to change the Equipment at short notice, should it become compromised. If requested by a Buyer, the Supplier shall demonstrate how to implement procedures to reduce the risk of utilisation of previously compromised Equipment by other Drivers;

7.31.2 Provide a greater level of security for some occasions where for example a number of pieces of Equipment are involved in law enforcement and/or covert operations that require a higher level of security. The Supplier and its Subcontractors shall provide a higher level of security, as agreed with the Buyer throughout the processes they perform directly and those that they Sub-contract so as not to compromise the identity of the Equipment, the identity of the Drivers and/or the operational effectiveness. This may include the requirement to keep the Buyer details anonymous and in some cases adopting a pseudonym name for use by the Supplier and its Subcontractors. In such cases, the Supplier shall ensure that booking confirmations and any other documentation should only contain the details that would not disclose the true identity of the relevant Buyer;

7.31.3 Use of the Buyer's or a third party's Online Booking System, and in such cases the Supplier shall provide the facility to accept (subject to entering into a Code of Connection agreement which shall be subject to a separate charge to be agreed with the Buyer during the Call-Off Contract) an electronic feed to receive booking information from the Buyer's system;

7.31.4 Supply disguised Equipment which may be required for covert operations. Such Equipment may be required to have the appearance of being used but is fully roadworthy with a used

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appearance or have signage or livery. Such Equipment will meet the specifications as detailed for each specific Lot.

Hours of Service

- 7.32 The Supplier shall ensure that its operating hours in relation to the provision of the Services for the UK, shall be as a minimum:
08:00 to 18:00 Monday to Friday, excluding Bank Holidays
09:00 to 12:00 Saturday.
Operating hours outside of the UK shall be agreed by the Buyer and Supplier as part of the Call-Off Contract.
- 7.33 The Supplier shall provide an Out of Hours service for any delivery or collection of Equipment outside of the normal operating hours in the UK.
- 7.34 The Supplier shall provide an Out of Hours service for any delivery or collection of Equipment outside of the normal operating hours in the UK.
- 7.35 The Supplier shall provide an Out of Hours emergency contact number which must be a local rate number where required by the Buyer to hire Equipment at short notice outside of the normal operating hours or in the event of requiring breakdown or roadside assistance.

Booking arrangements for Equipment Orders

- 7.36 The Supplier shall make systems available which allow the Buyer to place an Equipment Order through a secure Online Booking System (accessible directly or if required by CCS through DigiTS), via telephone and by email. The provision of an Online Booking System is mandatory for all Lots with the exception of Lot 3 where this is optional. Exceptionally, the Buyer may use a third party or its own Online Booking System for which the Supplier shall provide electronic access to Equipment and to receive Equipment Orders from the Buyer.
- 7.37 Equipment Orders shall depend on the Buyer's individual requirements within departmental travel policies which shall be set out in the Call-Off Contract.
- 7.38 The Supplier shall provide each Buyer with a simple listing of all charges for all types of Equipment Orders relevant to their requirements and travel policies.
- 7.39 The Supplier Online Booking System provided to the Buyer shall as a minimum:
- 7.39.1 have the facility to identify which classes of Equipment are within or out of the Buyer's Travel Policy;
 - 7.39.2 have the ability to block from hire Equipment (and associated services) outside the Buyer's Travel Policy;

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- 7.39.3 have the facility to enable Buyer line management pre-trip approval where required;
- 7.39.4 have the facility to distinguish all fuel trains, e.g Electric and Hybrid Vehicles, diesel and petrol Vehicles;
- 7.39.5 have the facility to collect information of multiple drivers when applicable.
- 7.40 The Supplier shall where required, provide training in the use of the Online Booking System.
- 7.41 The Supplier shall provide an Offline Booking service, whereby Equipment Orders can be made either by telephone or email.
- 7.42 The Supplier shall provide an emergency Out of Hours telephone booking service. The Supplier's operative taking the call shall be able to speak English and for Lot 8 English and the language of the country of use.
- 7.43 The Supplier shall provide the Buyer with a single unique number (which could be the reservation number) at the time the Equipment Order is placed. This shall be carried through all stages and shall be used in all correspondence relating to the Equipment, including invoicing and reported in Management Information and Data reports delivered to the Buyer as set out at Paragraph 3.2 and Call-Off Schedule 1 - Transparency Reports.
- 7.44 As a minimum requirement each Equipment Order shall specify:
 - 7.44.1 the Buyer hiring the Equipment;
 - 7.44.2 the cost centre;
 - 7.44.3 the name, staff / service number and email of the Driver
 - 7.44.4 the name, staff / service number of the main Driver and the names of any additional Drivers;
 - 7.44.5 contact telephone number and email address of the Supplier and Buyer;
 - 7.44.6 the group and type of Equipment required;
 - 7.44.7 insurance, if required by the Buyer;
 - 7.44.8 special requirements included but not limited to disability controls and adjustments, roof racks, snow chains, child seats, sat navigation;
 - 7.44.9 the Due Delivery Time;
 - 7.44.10 the Return Time;
 - 7.44.11 where delivery or collection is required, the address where the Equipment should be delivered to and/or collected from;

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- 7.44.12 flight details in the case of delivery/pick up to/from the airport;
 - 7.44.13 additional extras e.g. delivery and collection charges;
 - 7.44.14 possible congestion charges, automated tolls.
- 7.45 The following shall only apply for Daily Rental. If Equipment from the group requested by the Buyer is not available, the Supplier shall use best endeavours to provide Equipment of the same emissions level. If an upgrade to a different vehicle group is provided the cost of the Equipment originally requested shall apply. If Equipment of a lower group is provided, the cost of Equipment from the lower group shall apply. The Supplier shall notify the Buyer of any changes to their requested Equipment prior to delivery. Notification of such changes shall allow sufficient time for the Buyer to make alternative arrangements if necessary. If such changes are found not to be acceptable, the Buyer shall reserve the right to cancel the Equipment without penalty or cancellation charge.
- 7.46 The following shall only apply for Daily Rental. Following the placing of an Equipment Order, the Supplier shall make Equipment available within the timeframes specified in Framework Schedule 1 - Annex 1 (Vehicle Types and Availability).
- 7.47 In remote rural delivery locations the Supplier shall notify the Buyer if the availability period (as specified in Framework Schedule 1 - Annex 1 (Vehicle Types and Availability) needs to be extended. If the Supplier does not notify the Buyer then standard delivery times shall prevail.
- 7.48 With the exception of Car Share Virtual Vehicles under Lot 2 and Lot 7, subject to availability, the Supplier agrees that a 'no turn down' policy shall apply to the supply of all Equipment. When the Supplier is not able to supply the demand from the Supplier's own fleet, they shall use Subcontractors, as they deem necessary, with no additional cost to the Buyer.
- 7.49 Subcontracting by the Supplier shall not in any way relieve the Supplier from any of their responsibilities under this Call-Off Contract. It is the Supplier's responsibility to ensure that all Subcontractors comply with all Service Levels as well as any relevant legislation and security procedures.
- 7.50 Unless otherwise advised by the Buyer, drivers holding a full driving licence shall be able to hire Vehicles with no minimum age restriction.

Payment and Invoicing

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- 7.51 The Supplier shall offer the Buyer a choice of payment options, to include and not be limited to bill-back, electronic billing, corporate payment cards and lodged cards.
- 7.52 Where requested by the Buyer, the Supplier's systems shall integrate with the Buyer's Purchase2Pay system.
- 7.53 Where the Buyer does not require integration with a Purchase2Pay system, the Supplier shall provide an alternative solution.
- 7.54 The Online Booking System shall hold and/or provide the facility for the Buyer Staff to insert the three-digit CCV security code.
- 7.55 Where the payment option chosen by the Buyer includes the mechanism for invoicing, the Supplier shall invoice all Rentals within the financial year in which the Rentals apply (it is recognised that some ad hoc requirements for example, invoices for damage to Equipment, may take longer). Exception may apply to Rentals incurred in March.
- 7.56 The Supplier shall have the ability to attribute the cost of each Equipment Order to the Buyer's cost centre code.
- 7.57 When required by the Buyer the Supplier shall invoice for different Services or different vehicle categories a single consolidated invoice for all Services, regardless of through which Lot of the Framework Contract the Services are provided in the case of service provision across multiple Lots.

Other CCS Travel Framework Contracts

- 7.58 When requested the Supplier shall make the Call-Off Contract price schedules and details of how to hire Equipment, available to the nominated companies under the CCS Framework Contracts (including but not limited to Public Sector Travel & Venue Solutions: RM6016, Vehicle Lease, Fleet Management and Flexible Rental Solutions: RM6096) - (and/or the Buyer(s)) that have a Framework Contract in place between them and CCS. This shall enable CCS Travel Framework Contracts Companies (and/or Buyer(s)) to act as an intermediary and hire Equipment on the Buyer's behalf as part of their travel itinerary.

Fuels

- 7.59 The Supplier shall supply all hired vehicles with a full tank of fuel, less delivery mileage and the Equipment should be returned with a full tank of fuel. Delivery mileage is from the nearest available depot. If the

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Equipment is returned with less than a full tank, it shall be re-fuelled by the Supplier at the agreed fuel rate.

- 7.60 The Supplier's right to charge for re-fuelling depends on the Equipment being delivered with a full tank. If the Driver has identified that the Equipment has not been delivered with a full tank then this should be recorded on the Vehicle Inspection Form and the Driver shall be required to return the Equipment in the same fuelled state. For example, if a half tank of fuel has been delivered then the returned Equipment must also have a half tank of fuel when being returned to the Supplier.
- 7.61 The Supplier accepts that if a Buyer has different requirements to that described at paragraph 7.59 then any such differences shall be set out in the Call-Off Contract.
- 7.62 The Supplier shall provide clear identification on the Equipment of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Buyer shall not be liable if the Equipment is re-fuelled with the wrong fuel type.
- 7.63 The Supplier shall provide clear instructions for refuelling. Where the Buyer incorrectly refuels the Equipment and informs the Supplier, the Supplier shall arrange for the Equipment to be repaired subject to paragraphs 7.9 to 7.19. The Supplier shall undertake to minimise any costs associated with repairing the Vehicle.
- 7.64 The Supplier shall charge refuelling in line with the cost per litre as defined in the UK government weekly/monthly fuel price index, plus the Supplier's additional pence per litre refuelling charge.
www.gov.uk/government/collections/energy-price-statistics.
- 7.65 The Supplier shall provide the option of Fuel Cards or other refuelling methods for services provided under Lot 7 (Car Share). Where Fuel Cards are used, a detailed report on the use of the Fuel Cards shall be provided to the Buyer each Month.
- 7.66 For Electric Vehicles hired under Lot 7, no charging cost shall apply to the Buyer. The Supplier shall provide in the Equipment an RFID charge card to operate the charge post allocated to the Equipment, instructions on how to plug-in and charge the vehicle and the necessary cable.

Hire Period

Framework Ref: RM6013 Public Sector Vehicle Hire Solutions

Project Version: v1.0

Model Version: v1.0

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7.67 With the exception of Lot 3, the Hire Period shall usually last between 1 and 28 days. However, the Supplier shall also make provision for Hire Periods of up to 1 year but in no event longer than 2 years.

7.68 For Lot 3, the initial Hire Period shall last for a minimum of 28 days usually up to 1 year or longer.

7.69 When a Hire Period is reduced, the Buyer shall be charged on a pro-rated basis.

Mileage Restrictions

7.70 No mileage restriction shall apply to the hire of Equipment with the exception of Car Share Virtual Vehicles under Lot 2 and Lot 7.

7.71 Equipment may be subject to mileage restriction for servicing and maintenance requirements and the Supplier shall need to ensure that manufacturer inspection and servicing guidelines are carried out to ensure both the Equipment can be safely operated, but also that the Equipment warranty is not invalidated. The Supplier shall identify such Equipment to the Buyer.

7.72 The Supplier shall if required and at a mutually convenient time to both the Buyer and the Supplier change the Equipment during the Hire Period for Equipment of an equivalent standard.

Airport Service

7.73 Where necessary the Supplier shall provide courtesy transport to and from their rental outlets when arriving or departing from an airport in the UK or overseas during outlet office hours.

7.74 If necessary the Supplier shall provide a meet and greet service, if the Supplier's depot is not located at the airport.

7.75 For some specialist vehicles, Car Share and HGVs, exceptions may apply and are to be agreed between Supplier and Buyer during Call-Off Contract.

8 Buyer's Obligations

Damage

8.1 In respect of Lot 7 and Lot 2 (Car Share) the Buyer must notify the Supplier promptly of any and all damage to the Equipment. In respect of all other Lots the Buyer should report Damage as soon as reasonably practicable.

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Modifications

- 8.2 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

Limits of Use

- 8.3 While a piece of Equipment is in its control, the Buyer must:

- 8.3.1 only use the Equipment for the purpose for which it is intended as set out in the Framework Specification and not for any personal use of the Buyer or the Buyer Staff;
- 8.3.2 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
- 8.3.3 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 8.3.4 not overload the Equipment or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;
- 8.3.5 make sure that only persons qualified to do so operate the Equipment and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate;
- 8.3.6 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on the land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the land or building and the Buyer must repair and make good any damage caused by the affixation or removal of the Equipment from any land or building;
- 8.3.7 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Supplier can enter the land or building and

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recover the Equipment both during the Hire Period and for a reasonable period after the Hire Period, including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Supplier of any rights the person may have or acquire in the Equipment and a right for the Supplier to enter onto the land or building to remove the Equipment;

8.3.8 not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Supplier and the Buyer must at its sole expense use its best endeavours to procure an immediate release of the Equipment;

8.3.9 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 8.9; and

8.3.10 not use the Equipment for any unlawful purpose.

8.4 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.

8.5 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with either the Supplier's interest in the Equipment.

8.6 The Buyer must keep the Supplier fully informed of all material matters relating to the Equipment.

8.7 The Buyer must at all times keep the Equipment in the possession or control of the Buyer.

8.8 The Buyer must allow the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Supplier to do so. Unless paragraph 8.9 applies the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

8.9 If the Equipment is located at premises with Restricted Access the Supplier shall not be authorised to enter to such premises. The Buyer shall make arrangements with the Supplier to collect the Equipment from an alternative location which the Supplier is able to access.

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Insurance

8.10 The Buyer must (unless relying on Crown Indemnity:

8.10.1 insure the Equipment from the Actual Delivery Time and keep the Equipment insured until the Return Time to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("**Excess**") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses up to the level of the Excess;

8.10.2 punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;

8.10.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and

Fines and Penalties

8.11 The Supplier shall not be responsible for the payment of fines, fees or penalties incurred by the Buyer or the Buyer's Driver on a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties").

8.12 The Supplier shall ensure that the Buyer promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.

8.13 The Supplier shall be liable for any additional costs arising from escalations to the original Penalty or charge if they have failed to notify the Buyer in sufficient time following receipt of the Penalty or charge.

8.14 The Supplier may charge an administrative fee, forwarded to the Buyer with the Penalty documentation, as stated within Call-Off Schedule 5 - Pricing Details.

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- 8.15 Where the Buyer notifies the Supplier that the Equipment to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Buyer with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

Taking Overseas

- 8.16 The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, which cannot be unreasonably withheld or delayed.
- 8.17 The Supplier shall provide any necessary documentation, overseas Driver's pack and other relevant items required for the particular country where the Equipment is being taken and that it is covered by a relevant breakdown and recovery package. The Supplier's insurance cover shall be provided (if requested) when a Vehicle is taken overseas.
- 8.18 It is the responsibility of Buyer to ensure that Drivers comply with the rules and regulations of the countries to be visited. If requested by the Buyer the Supplier shall assist and advise on any specific requirements.
- 8.19 The Supplier shall provide the Vehicle on Hire Certificate (VE103B) to the Buyer who shall ensure that the Driver has completed the certificate which is required when the Vehicle is driven outside UK.
- 8.20 In all circumstances, where Equipment is taken from the UK to another European country, the Driver shall return it to the UK on completion of the Hire Period.
- 8.21 The Supplier shall when required, carry out maintenance on the Equipment during the Hire Period. Where convenient to the Buyer, the Equipment shall be returned to the UK to carry out the maintenance. However, if this is not practical to the Buyer, the Supplier shall either appoint a local agent to carry out maintenance or obtain direct confirmation from the Buyer that the Equipment continues to be hired to them in accordance with the Call-Off Contract.
- 8.22 If requested by the Buyer prior to the departure of the Equipment from the UK, the Supplier shall provide alterations for winterisation requirements to allow the Equipment to operate legally in all European countries for snow and ice conditions within 48 hours of request. Winterisation costs should be charged to the Buyer in accordance with the price in Call-Off Schedule 5 - Pricing Details.

Cancellation including Abortive Delivery and Collection

Framework Ref: RM6013 Public Sector Vehicle Hire Solutions

Project Version: v1.0

Model Version: v1.0

Call-Off Schedule 22 (Vehicle Hire Terms)

Call-Off Ref:

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- 8.23 In the event that an Equipment Order needs to be cancelled the Buyer shall notify the Supplier, where it is reasonably possible to do so within:
- 8.23.1 at least 4 hours prior to the commencement of the Hire Period in the case of Car Share Virtual Vehicles hired under Lots 2 and 7.
 - 8.23.2 For Car Share Dedicated Pool Vehicles and Mixed Used Vehicle Pool during blocked hours under Lot 2 and Lot 7 it's up to the Buyer to define cancellation terms and no charges shall be payable by the Buyer.
 - 8.23.3 at least 2 Working Hours prior to the commencement of the Hire Period in the case of Equipment hired under all other Lots.
 - 8.23.4 In the case where the Delivery Place is the home of the Buyer or the Buyer Staff, cancellation shall be made 4 Working Hours prior to the Hire Period and the Supplier shall issue written confirmation along with a reference number which confirms the Equipment Order has been cancelled.
- 8.24 Charges shall not apply for any Equipment Orders where the minimum period of notice of cancellation has been given by the Buyer under paragraph 8.23.
- 8.25 The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed. For delivery locations which are more than 50 miles from the Supplier's nearest depot, the Buyer must provide at least 4 Working Hour's notice of cancellation.
- 8.26 In the event where the Buyer has failed to provide notice of cancellation:
- 8.26.1 in the case of paragraph 8.23.1 the Supplier shall be entitled to a cancellation charge as set out in Call-Off Schedule 5 (Pricing Details) but which shall not exceed 4 hours rental.
 - 8.26.2 in the case of paragraphs 8.23.3 and 8.23.4 the Supplier shall be entitled to an abortive delivery charge to be agreed at Call-Off Contract stage but which shall not exceed 1 day's rental.
- 8.27 Where the Supplier has endeavoured to pick up a Vehicle as per the Buyer's instructions and the Vehicle is not available, after a waiting time of 59 minutes (or a time agreed in the Call-Off Contract) has elapsed, the Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's rental.
- 8.28 Daily charges shall be incurred while the Equipment is in the Driver's possession or control.

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8.29 The Supplier shall process any amendments or cancellations to Equipment Orders as requested and identify in advance any cancellation fees that shall be incurred as a consequence.

8.30 The Supplier shall refund all incorrect charges within 5 working days of cancellation to the Buyer. All refunds and incorrect charges shall be clearly identified on an invoice.

9 Termination of A Hire

9.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of Equipment with immediate effect by giving written notice to the Buyer if:

9.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;

9.1.2 there is a material default of any other term of these Vehicle Hire Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

9.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

9.2 The hire of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

9.3 The Buyer may terminate hire of Equipment without any early termination charge if the Buyer complies with the cancellation terms and except in the case of Lot 7 there shall be no minimum Hire Period.

9.4 In the case of Equipment hire under Lot 3 the Supplier acknowledges and agrees that the Buyer may terminate the hire by giving one working days' notice. Under all other Lots hire can be terminated by the Buyer without notice.

10 Consequences of Termination

10.1 Where the hire of any piece of Equipment is terminated for any reason, the Supplier's consent to the Buyer's possession of the Equipment will

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terminate. The Supplier can, by its authorised representatives, without notice and at the Buyer's expense, retake possession of the Equipment and subject to paragraph 8.9 may enter the Delivery Place or any premises at which the Equipment is located.

10.2 In the case of Lot 3 where hire of Equipment is terminated during the first 28 days, the Supplier's standard daily rate will apply to the full Hire Period which the Buyer shall be liable to pay.

10.3 The Supplier acknowledges and agrees that should the Buyer terminate the hire of the Equipment prior to the completed payment of the apportioned costs as outlined in Call-Off Schedule 5 - Pricing Details, the balance of these costs will be payable by the Buyer.

10.4 Where a piece of Equipment is a Total Loss and the Buyer is found to be at fault, the Buyer shall only be liable for the Net Book Value of the piece of Equipment.

11 Driver Car Share Club Membership Specific Requirements

11.1 Car Share Club Membership for Drivers is to be provided free of charge.

11.2 The Supplier shall recognize the following requirements will apply to Drivers who become members of the Car Share Club Membership:

11.2.1 The Supplier shall provide access to all Membership documentation to all Drivers including but not limited to: Car Club generic utilisation terms and conditions and Access Cards as agreed in the Call-Off Contract.

11.2.2 The Supplier shall not end the Membership of a Driver without approval of the Buyer after providing evidence of the reasons to end a Driver's Membership.

11.2.3 The management of a Driver's Membership by the Buyer (e.g new employees, memberships cancellations and etc.) shall be agreed with the Buyer during the Call-Off Contract.

11.2.4 No minimum age applies to Drivers, however, Drivers will need to hold a valid Driver's licence which is not suspended, confiscated, revoked, expired or otherwise invalid.

11.3 Buyers may introduce additional requirements to be applied to the Membership to be agreed with the Supplier in the Call-Off Contract.

12 Car Share Technology Only Requirements

12.1 Where Buyer has opted to purchase Equipment which is Car Share Technology Only, the Supplier shall:

12.1.1 Allow the Buyer's Company Vehicles to be available for booking by a Driver using the Online Booking System together with any other Equipment made available by the Supplier.

12.1.2 Allow the Buyer access to its Company Vehicle management information together with any other Management Information of Equipment made available by the Supplier.

12.1.3 Provide the installation and ongoing hire of Equipment using the Online Booking System such as keyless vehicle entry, vehicle and trip data capture. The installation of the Car Share Technology Only cost will be priced at Call-Off Schedule 5 - Pricing Details.

12.2 The Equipment shall not cause any damage to Company Vehicles either on installation or removal. The Equipment installed in Company Vehicles remains the property of the Supplier at all times.

12.3 A full Membership service to the Buyer and shall include a Buyer specific joining form to capture information. The necessary information to be captured will be agreed with the Buyer.

12.4 If agreed with the Buyer, the Supplier may provide vehicle maintenance services, e.g routine cleaning, the terms in Call-Off Schedule 5 - Pricing Details will apply.

12.5 Advance notice of all such Company Vehicle maintenance and other scheduled maintenance and servicing of Company Vehicles in accordance with manufacturers recommendations. However, responsibility for the arranging and completion of all Company Vehicle maintenance remains with Buyer at all times;

12.6 If agreed with the Buyer, vehicle monitoring to include low battery; late return with follow up calls to the relevant Driver and liaison with Driver awaiting the later return of Company Vehicles;

12.7 Management Information to include eg utilisation details; advice to minimise wasted drive time; trip data by user, cost centre and

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department. Management Information fields as set out in the Call-Off Contract.

- 12.8 If requested by the Buyer, the Supplier shall provide a designated administration account access to view Equipment Orders and account activity.
- 12.9 The Buyer will use their own insurance solution for all Company Vehicles, including Crown Indemnity or a third party insurance provider. The Buyer will agree with the Supplier the insurance to use.
- 12.10 The Buyer will use its own breakdown service provider. However if the Buyer should elect to seek assistance from the Supplier, the Buyer will agree with the Supplier the service requirements and coverage.
- 12.11 Upon termination of the Call-Off Contract, the Equipment will be removed by the Supplier authorised personnel only and within 1 week of termination.
- 12.12 The Buyer will inform the Supplier of any Damage as soon as reasonably practicable and to advise Supplier as to whether a Company Vehicle is to be made unavailable for bookings by Drivers. The Buyer will agree with the Supplier the process to verify the roadworthiness of the Company Vehicle.

Annex A

Call-Off Schedule [22] (Vehicle Hire Terms) – Equipment Order Form Template

[Buyer guidance: This Equipment Order Form, when completed and executed by both Parties, forms an Equipment Order. An Equipment Order can be completed and executed using an equivalent document or the Online Booking System. If an Online Booking System is used instead of signing as a hard-copy, the details below must be provided when confirming of the Equipment Order.

ORDER REFERENCE: **[Insert]** Buyer's Equipment Order number]

DATE OF ORDER: **[Insert]** Date the order is placed]

THE BUYER: **[Insert]** Buyer's name]

THE SUPPLIER: **[Insert]** name of Supplier]

THE DRIVER: **[Insert]** Driver's name]

THE DELIVERABLES

[Buyer guidance: Insert the details for the Equipment and/or services which are the subject of the Call-Off Contract. For example:

Equipment: **[Insert]** Description of Equipment]

Quantity: **[Insert]** Number of items]

Additional Services: **[Insert]** Description of any additional services]

Delivery Place: **[Insert]** the address where the Equipment is to be delivered by the Supplier / picked up by Buyer]

Collection Place: **[Insert]** the address where the Equipment is to be collected by Supplier / delivered by Buyer]

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HIRE PERIOD

The Hire Period shall be the period of **[Insert [] date and time]** from the Actual Delivery Time until the Return Time which is **[Insert[] date and time]**.

PRICE AND PAYMENT

Rentals payable by the Buyer **[Insert]** Rentals payable (including any applicable discount but excluding VAT)]

Additional Charges for services **[Insert]** additional charges payable by the Buyer (including any applicable discount but excluding VAT):

BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES that they have read the Vehicle Hire Terms and by signing below agree to be bound by the terms.

For and on behalf of the Buyer:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	