

Call-Off Schedule 1 (Transparency Reports) Call-Off

Ref:

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Call-Off Schedule 1 (Transparency Reports)

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

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Contract Review Meetings	Video or Audio	Meetings to be held on a Quarterly basis

Call-
Call-
Framework Ref: RM6013
Project Version: v1.0

2

Off Schedule 3 (Continuous Improvement) Off

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Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability and social values impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

- Public Sector Vehicle Hire Solutions

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

Framework Ref: RM6013
Project Version: v1.0

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(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Framework Ref: RM6013
Project Version: v1.0

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Call-Off Schedule 4 (Call Off Tender)

REDACTED TEXT.

Call-Off Schedule 5 (Pricing Details) Call-Off

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Call-Off Schedule 5 (Pricing Details)

For the avoidance of doubt, the contract value shall not exceed £17,724,930.93 (ex VAT)

REDACTED TEXT.

Framework Ref: RM6013 - Public Sector Vehicle Hire Solutions

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 5 (Call-Off Pricing)

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Ref: RM3830

FM Project Version: 1.A

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

1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity or longterm sick leave; or
- 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

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

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Annex 1- Key Roles

Key Role	Key Staff	Contract Details

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

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

1. Definitions

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

"BCDR Plan"	1 has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	2 has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	3 the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	4 has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	5 the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	6 any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	7 has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	8 has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

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

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

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

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

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

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

5. Disaster Recovery (Section 3)

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

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- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

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

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- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

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

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- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

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

Call-Off Schedule 9 (Security) Call-
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Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements

1. Definitions

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

"Breach of

1 the occurrence of:

Security"

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

b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

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and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

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- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

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- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to

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the Buyer. The results of the review shall include, without limitation: a) suggested improvements to the effectiveness of the Security Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

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

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

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

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or

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attempted Breach of Security, including a cause analysis where required by the Buyer.

- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	4 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	5 those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	6 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	7 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	8 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	9 the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	10 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	11 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	12 Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	13 Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	14 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	15 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

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

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- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all SubContracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

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

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the

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Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - and

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- (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

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

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- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

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

7. Obligations when the contract is terminated

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- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

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8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

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

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

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

Call-Off Schedule 12 (Clustering) Call-Off

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Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

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

2. Definitions

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

3. Cluster Members benefits under the Contract

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

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

Annex A – Cluster Members

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

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Call-Off Schedule 14 (Service Levels) Call-Off

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Service Credits" 1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit 2" has the meaning given to it in the Order Form; **Cap"**

"Service Level Failure" 3 means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" 4 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold" 5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

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

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

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

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- 1.2 is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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

Service Levels				
ITEM	Key Indicator	Specification	Target	Service Credit for each Service Period
1	Complaints to Bookings ratio	The Supplier will register complaints made for each calendar month to include, but not limited to, complaints made by telephone, email and verbally; and will include complaints made via branch, central team and account management.	99.0% (i.e. <1.0% of Complaints to bookings made per calendar month)	1% Service Credit gained for each 0.1 percentage point under the specified Service Level Performance Measure to a cap of 5%.

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2	Complaints Resolution	The Supplier will provide a copy of their complaints log monthly, detailing the nature of the complaints and the actions taken to resolve the complaints, including timescales taken to resolve them.	100% of complaints to be responded to within 2 working days of receipt of the complaint.	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure
3	Complaints Resolution	The Supplier will provide a copy of their complaints log monthly, detailing the nature of the complaints and the actions taken to resolve the complaints, including timescales taken to resolve them.	90% of complaints to be resolved or have an agreed action plan in place within 10 working days.	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure
4	Vehicle Availability	<p>The correct spec/class of Vehicles are to be made available within the timeframes stated in Annex Vehicle Availability.</p> <p>Cars are to be delivered in excellent working order comply with the aged requirements set out in the Framework Schedule 1 document section 4.1.1 and 4.1.2. With car share the vehicles provided will match the request.</p>	100%	1% Service Credit gained for each percentage point under the specified Service Level Performance Measure

Call-Off Schedule 14 (Service Levels) Call-Off

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5	Additional Damage Reporting	<p>Where applicable in car hire, the Supplier shall notify the customer by email of any additional damage to the Buyer(s) within 4 working hours of the vehicle being returned and a report delivered to the appropriate Contract Manager in 24 working hours with photographic evidence with a timestamp as per Schedule 1 of the framework section 3.5.</p> <p>This will be further discussed at the inception meeting with each agency. The supplier will ensure all damage is recorded in advance and where possible the customer will ensure a full check is completed of the vehicle when it is collected/dropped off. If this isn't possible the Supplier or Suppliers subcontractor will ensure a complete check report is provided to the booker.</p>	98%	100% of cost of repair, or insurance excess and VAT on the repair cost, as appropriate from supplier as a Service Credit for each case of additional damage reporting outside of the specified performance requirement.
6	Management Information	<p>The Supplier is to submit full, accurate and complete MI reports to the Contracting Authority(s).</p> <p>Accuracy is based on the number of lines with no errors on each report (monthly).</p>	100%	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure
7	Invoicing	<p>The Supplier shall provide Buyers with accurate invoices each month.</p> <p>Accuracy is based on the number of lines with no errors on each invoice (monthly).</p>	98%	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure
8	Vehicle traffic violations	The Supplier shall notify the customer by email of any invoice relating to traffic violations processed by the supplier within 2 working days of the date of supplier's invoice.	98%	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure

Call-Off Schedule 14 (Service Levels) Call-Off

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The Service Credits shall be calculated individually for each agency on the basis of the following formula:

Formula Step	Worked Example
x% (Service Level Performance Measure) - y% (actual Service Level performance) = z percentage points deficit from the expected Service Level Performance Measure.	98% (Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = 23 percentage points deficit.
z percentage points applied at the rate of the 'Service Credit for each Service Period' criteria as specified in the table above = A% Service Credit Gained.	23 percentage points applied at the rate of 0.5% Service Credit gained for each percentage point under the specified Service Credit for each Service Period (i.e. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) = 11.5% Service Credit Gained.
Call-Off Contract Charges payable x A% = Service Credits to be deducted from the next valid invoice payable by the Customer.	Call-Off Contract Charges payable (e.g. £100,000) x 11.5% Service Credit Gained = £11,500 Service Credits to be deducted from the next valid invoice payable by the Customer.

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

Call-Off Schedule 14 (Service Levels) Call-Off

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- 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

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

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

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 2.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

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

4. Role of the Operational Board

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

5. Contract Risk Management

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

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

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- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

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

Not applicable

Call-Off Schedule 16 (Benchmarking) Call-
Off Ref:
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Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

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

"Benchmark Review"	1 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	3 the Charges for Comparable Deliverables;
"Comparable Deliverables"	4 deliverables that are identical or materially similar to the Benchmarking Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	5 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	7 that the Benchmarking Rates are within the Upper Quartile; and
"Upper Quartile"	8 in respect of Benchmarking Rates, that based on an analysis of Equivalent Data, the Benchmarking Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

Call-Off Schedule 16 (Benchmarking) Call-
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2. When you should use this Schedule

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

3. Benchmarking

3.1 How benchmarking works

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

Call-Off Schedule 16 (Benchmarking) Call-
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demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and

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- (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings.
Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

Call-Off Schedule 16 (Benchmarking) Call-

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- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

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

Call-Off Schedule 20 (Call-Off Specification) Call-Off
Ref:
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Call-Off Schedule 20 (Call-Off Specification)

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

1. PURPOSE

- 1.1 The Vehicle Car Hire procurement will be a cross agency procurement led by DfT on behalf of all its executive agencies and arm's length bodies.
- 1.2 The full group requires a range of Public Car Hire requirements to assist with the running of Government and the transportation of public sector workers nationally.
- 1.3 We require a Car Hire service for the public sector to use in the UK. The contract will be let using the CCS Framework RM6013 Public Sector Vehicle Hire Solutions. A full list of Buyer(s) who are able to use this Framework Contract can be found in the OJEU notice. This Framework Contract shall be managed centrally by CCS and Call-Off Contracts shall be managed by Buyer(s).
- 1.4 The provision of Hired Vehicles is intended to be for business or business-related operations use only. For many of the agencies an out of hours delivery service is required, with the acceptable out of hours charges and required in-hours booking confirmation as set out in the Framework. If this service is outsourced there needs to be a robust management process in place. It is expected that the provision of Services under the Car Share solutions may be available for community service. The staff or other representatives of the Buyer(s) are not authorised by the Buyer(s) to utilise the Services for private use, unless stipulated by the Buyer(s). The Supplier shall promptly notify the Buyer(s) if it becomes aware of any circumstances which indicate that such intention is being breached.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

The Department for Transport works with our agencies and partners to support the transport network that helps the UK's businesses, and gets people and goods travelling around the country. We plan and invest in transport infrastructure to keep the UK moving. If you wanted to provide further detail you could add:

- 2.1 The Department for Transport is responsible for:
 - 2.2 providing policy, guidance, and funding to English local authorities to help them run and maintain their road networks, improve passenger and freight travel, and develop new major transport schemes
 - 2.3 investing in, maintaining and operating around 4,300 miles of the motorway and trunk road network in England through Highways England

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- 2.4 setting the strategic direction for the rail industry in England and Wales – funding investment in infrastructure through Network Rail, awarding and managing rail franchises, and regulating rail fares
- 2.5 improving English bus services through funding and regulation
- 2.6 working to make our roads less congested and polluted by promoting lower carbon transport, including cycling and walking
- 2.7 encouraging the use of new technology such as smart ticketing and low carbon vehicles
- 2.8 maintaining high standards of safety and security in transport
- 2.9 supporting the maritime sector by producing the overall strategy and planning policy for ports in England and Wales
- 2.10 setting national aviation policy, working with airlines, airports, the Civil Aviation Authority and NATS (the UK's air traffic service)

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Department for Transport is inviting bids for Public Sector Vehicle Hire service.
- 3.2 The MCA (Maritime and Coastguard Agency) had previously procured a Public Sector Vehicle Hire Service under the CCS framework RM1062. There had been 7 contracts awarded under this Framework. The current contract will end on the 31st of May 2020.
 - 3.2.1 The expiry of the current vehicle hire contract is providing the Department an ideal opportunity to look at current practices and to do things differently in a number of areas. Therefore, the successful supplier should be able to demonstrate how the department will achieve the following under a new contract: -
 - 3.2.1.1 Savings on the whole procurement using cost saving techniques and innovation.
 - 3.2.1.2 Further reduction in CO₂ emissions
 - 3.2.1.3 Improved process for reporting of damage
 - 3.2.1.4 Improved process for out of hours delivery and collection service
 - 3.2.1.5 Improved invoicing accuracy so incorrect charging is reduced
 - 3.2.1.6 Improved MI reporting to include all aspects of Governments greening guidelines

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- 3.2.1.7 Improvements in the delivery of vehicles to users at their home or office locations.
- 3.3 The new contract shall be let using the new CCS Framework RM6013, Public Sector Vehicle Hire Solutions. This contract shall be open to use by all agencies and ALBs of DfT.
- 3.4 By using the Public-Sector Vehicle Hire Service (PSVHS) Framework – RM6013, the contract should;
- 3.4.1 Offer access to daily rental or car share giving customers options and the best solution for each individual journey.
- 3.4.2 Allow for an innovative car share lot offering cost saving opportunities by changing user behaviour and traditional daily rental to hourly car share rates.
- 3.4.3 Offer competitive national rates for vehicle hire with a broad choice of vehicles and geographical coverage.
- 3.4.4 Allow short term (up to 28 days) or longer-term hires to suit Customers' needs.
- 3.4.5 Provide Comprehensive performance management, including application of service credits, Suppliers' Compliance with Cyber Essentials.
- 3.4.6 Allow for suppliers' registration with the Rental Vehicle Security Scheme (RVSS) subscribers. The option of arranging insurance through Suppliers or independently.
- 3.4.7 Continually offer on-going pro-active Supplier and market engagement to ensure emerging trends and technologies are incorporated into the Framework Agreement as quickly as possible.
- 3.5 Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of contracts and are laid out in Section 13 of the Framework Agreement Call-Off documents.
More information on social value can be found at:
<https://www.gov.uk/government/publications/social-value-act-introductoryguide>.
Annex 6 of the Framework Call-Off agreement gives a Supplier's Guide to delivering Social Value through Vehicle Hire Services.

4. DEFINITIONS

Expression or Acronym	Definition

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DfT	means Department for Transport
GDPR	means General Data Protection Regulation
MCA	Maritime and Coastguard Agency
ALB	Arm's Length Bodies
DVSA	Driver Vehicle Standards Agency
DVLA	Driver Vehicle Licencing Agency
ORR	Office of Rail and Road
AAIB	Air Accident Investigation Branch
MAIB	Maritime Accident Investigation Branch
RAIB	Rail Accident Investigation Branch
HE	Highways England
HS2	High Speed 2
VCA	Vehicle Certification Authority

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Working hours	Working hours are defined as Monday to Friday 8am to 6pm and Saturday 9am to 12pm.
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5. SCOPE OF REQUIREMENT

DfT require a car hire service under Lot 2 of the Framework RM6013, Public Sector Vehicle Car Hire.

Lot 2 - UK National Vehicle Hire and Car Share: Passenger Car Hire, Light Commercial Vehicle (LCV) Hire, on road and full off road 4 x 4s Vehicle Hire, Minibus and Car Share. Provision in all England, Scotland, Wales and Northern Ireland for short and over 28 days hire of standard passengers cars, light commercial vehicles (LCV), 4WD, 9 to 17 seater minibuses of all fuel trains and transmissions and Car Share solutions, including access to pay as you go, short term hires, dedicated or shared vehicle assets and technology only to access Supplier's scheduling/reservation system.

- 5.1 The Supplier shall provide manual transmission Vehicles for all Orders unless the Buyer has requested a vehicle with automatic transmission. It is also acknowledged that Electric Vehicles and some other low emission technology Vehicles are automatic.
- 5.2 Where possible, the Supplier shall offer electric and ULEV (Ultra Low Emissions) Vehicles with a focus on supporting the Government Buying Standards targets (for example, reduction of CO₂ emissions). We recognise that on occasions both diesel and petrol cars may be supplied, but additional credit will be given to bids maximising the use of electric or ULEV vehicles.
- 5.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire. The supplier should detail what robust measures are in place to stop this occurring.
- 5.4 The car hire supplier must have available a booking system that can allow the Buyer(s) access to car club booking and hire cars in the UK on-line or by telephone 24 hours per day. In addition to the 24/7 booking system suppliers are required to have a 24/7 telephone service for resolving any operational issues which arise. This booking tool should have;
 - 5.4.1.1 Availability to book a vehicle from any of the supplier's branches
 - 5.4.1.2 When no availability system automatically sources from another branch and delivers to that location
 - 5.4.1.3 Clear breakdown of car categories with a default to an agreed car type

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- 5.4.2 All booking requests are accepted by the supplier where the customer has provided at least the minimum specified booking lead time. If the supplier can't fulfil from their own vehicle fleet, the supplier must outsource the supply to another provider at no additional cost to the customer.
- 5.4.3 The Supplier will provide access to a booking portal that can operate via numerous Browsers that are used by the agencies and be compatible with ETHOS or other agency networks.
- 5.5 For specific requirements for each Lot look to the Framework Agreement Schedule 1 Section 4 – 11.

6. MANAGEMENT INFORMATION/REPORTING

- 6.1 The Supplier will supply the relevant Contract Manager with the following;
 - 6.1.1 Within twenty (20) Working Days of the Contract Start Date the Supplier shall provide the Buyer(s) with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
 - 6.1.2 In a situation where a complaint has been made, the Supplier will report this in line with KPI1, KPI2 and KPI3 and provide each complaint with a Unique Reference Number so this can be reconciled against the MI. The complaint will be clearly and consistently categorised in line with the expectations and KPIs.
 - 6.1.3 The Supplier shall provide each of the ALB's or agencies that use the service with performance monitoring reports ("Performance Monitoring Reports") detailing performance against the KPIs set out in section 12. These reports will be separate and exclusive for each agency that uses the service. Depending on usage these reports are likely to be either monthly or quarterly, to be agreed with each agency at the start of the contract.
 - 6.1.4 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Supplier Review Meetings") on a quarterly basis as covered in Schedule 4 of the Framework agreement. Those agencies with low volume usage may require less frequent meetings but that will be agreed at the start of the contract. The Performance Review Meetings shall:
 - 6.1.4.1 take place within one (1) month of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer(s) shall reasonably require. If in agreement these meetings may be held by phone, Skype or other methods;
 - 6.1.4.2 be attended by the Supplier's Representative and the Buyer's Representative; and

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- 6.1.4.3 be fully minuted by the representative of the agency and the minutes will be circulated, if requested, to all attendees at the relevant meeting by post or email and to any other recipients agreed at the relevant meeting.
- 6.1.4.4 shall discuss performance against the KPIs, highlighting good performance and exploring reasons behind any poor performance, and remedies to address these failing areas.
- 6.1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.
- 6.1.6 The Supplier shall be willing to hold ad hoc Performance Monitoring Reviews
with any of the Buyer's individual agencies to reflect on their agency's usage and performance under the contract.
- 6.1.7 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer(s) shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

7. VOLUMES

- 7.1 The Authority is unable to confirm volumes as this will vary. To give an indication, in the previous financial year the figures in the table below give an estimate of a majority (85%) requirement. The new contract would be open to an increased number of DfT arm length bodies and executive agencies meaning this value may be higher. These figures indicate an estimated figure.
- 7.2 With regards to car share, one agency currently is an active user with a Dedicated Car Club Vehicles operating 4 cars and have an Annual Spend £24,000 p.a. and a Virtual Car Club Spend Annual Spend £7,500 p.a. Given the environmental objectives further agencies have expressed that it is a service they may be interested to use in the future.
- 7.3 Following these figures, we do expect an increase in usage to support the delivery of business objectives and we expect a further uptake in ULEV and EV vehicles in line with 2025 Government overall environmental goals.

Total Rentals	46715
Rental Days	125346
Average Length	2.68
Total Mileage	15,932,294
Average estimated CO2 Rate per km	128.5
Total estimated CO2 emission (kg)	3242808

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A Class # of Hires	346
A Class # of Days	552
B Class # of Hires	9551
B Class # of Days	19172
C Class # of Hires	5066
C Class # of Days	10224
D Class # of Hires	24,357
D Class # of days	71,894
E Class # of Hires	3,846
E Class # of Days	9,274
F Class # of Hires	3,473
F Class # of Days	10,091
Multi-Purpose Vehicles # of Hires	501
Multi-Purpose Vehicles # of Days	1,896
Premium # of Hires	6
Premium # of Days	13
4 x 4 # of Hires	173
4 x 4 # of Days	746
SPEC # of Hires	14
SPEC # of Days	272
Van Class # of Hires	275
Van Class # of Days	2,493
OTHER # of Hires	48
OTHER # of Days	29
TOTAL £	2,494,627.26
TOTAL # of Hires	46,715
TOTAL # of Days	125,346

8. CONTINUOUS IMPROVEMENT

Framework Ref: RM6013 - Public Sector Vehicle Hire Solutions

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification) Call-Off

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- 8.1 The Supplier will be encouraged to provide a consistent and reliable service and to seek to assess, improve or streamline the required Services which are to be delivered throughout the duration of the contract.
- 8.2 The Supplier should present new ways of working to the Authority during monthly contract review meetings.
- 8.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention via the Contract Manager and agreed prior to any changes being implemented.

9. SUSTAINABILITY

- 9.1 The 25 Year Environment Plan sets out what the Government intends to do to improve the environment, within a generation.

This is available to view at <https://www.gov.uk/government/publications/25-year-environment-plan>.

- 9.2 Key targets include:

- 9.2.1 to electrify 25% of the central government car fleet by 2022,
- 9.2.2 a default of zero or ultra-low emission at tailpipe for all vehicles
- 9.2.3 fleet average of no more than 130 grams/kilometre of carbon dioxide (CO2) emissions aiming for no more than 95 grams/kilometre from 2020
- 9.2.4 Suppliers are required to provide reports on mileage and Vehicle Type used through this Framework Agreement, as part of the Management Information report detailed in Framework Schedule 5: Management Charges and Information and as agreed with Buyer(s) at Call-Off Schedule 1 (Transparency Reports).

- 9.3 CCS expect our Suppliers to help our Buyers towards meeting our stretching environment targets listed in the 25 Year Environment Plan above, through activities such as:

- 9.3.1 providing technology solutions: more efficient or alternative approaches in business operations adopted by suppliers and supply chains;
- 9.3.2 enabling a reduction in pollution, or reduction/elimination of waste through environmentally friendly delivery models, such as closed loop systems to turn waste into resources;
- 9.3.3 provision of low or zero carbon / emission solutions in suppliers & supply chain operations.

Call-Off Schedule 20 (Call-Off Specification) Call-Off

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- 9.3.4 DfT are very concerned about the impact that our contracted services have on the environment, both globally (i.e. using sustainable or recycled resources) and on the local community (i.e. reducing pollution, waste and improving local air quality). Our everyday activities can have a significant impact on the environment and DfT take responsibility to reduce these impacts very seriously.
- 9.3.5 DfT is working to remove diesel vehicles from its fleet, replacing them as they become due for renewal with fit for purpose non-diesel alternatives that take into consideration operational requirements. DfT are committed to meeting the target that 25% of cars in central government will be ultra-low emission by 2022.
- 9.3.6 Suppliers are required to provide DfT with details of how they intend to augment or replace their own vehicle fleet with ultra-low emission vehicles over the duration of this Contract.
- 9.3.7 Supplier(s) are asked to state what effect (if any) the central London Congestion Charge and the ULEZ charge (introduced on 8th April 2019) has on their prices and rates within the Price Schedule.

10. PRICE

10.1 REDACTED TEXT.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Authority will measure the quality of the Supplier's delivery through the criteria detailed in section 12 below.
- 11.2 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer(s) an Exit Plan which complies with the requirements set out in Call-Off Schedule 10 and is otherwise reasonably satisfactory to the Buyer.
- 11.3 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- 11.4 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 11.5 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

12. SERVICE LEVELS AND PERFORMANCE

- 12.1 The Authority will measure the quality of the Supplier's delivery by:
 - 12.1.1 The Supplier shall always comply with the service levels and key performance indicators as described in Framework Schedule 4 – Framework Management and Call-Off Schedule 14 - Service Levels.

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<https://www.crowncommercial.gov.uk/agreements/RM6013>

12.1.2 Specifically, for this Call-Off Contract the Supplier will be required to report on the following KPIs in their monthly reports or more frequently if requested.

Service Levels				
ITEM	Key Indicator	Specification	Target	Service Credit for each Service Period
1	Complaints to Bookings ratio	The Supplier will register complaints made for each calendar month to include, but not limited to, complaints made by telephone, email and verbally; and will include complaints made via branch, central team and account management.	99.0% (i.e. <1.0% of Complaints to bookings made per calendar month)	1% Service Credit gained for each 0.1 percentage point under the specified Service Level Performance Measure to a cap of 5%.
2	Complaints Resolution	The Supplier will provide a copy of their complaints log monthly, detailing the nature of the complaints and the actions taken to resolve the complaints, including timescales taken to resolve them.	100% of complaints to be responded to within 2 working days of receipt of the complaint.	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure
3	Complaints Resolution	The Supplier will provide a copy of their complaints log monthly, detailing the nature of the complaints and the actions taken to resolve the complaints, including timescales taken to resolve them.	90% of complaints to be resolved or have an agreed action plan in place within 10 working days.	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure

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4	Vehicle Availability	<p>The correct spec/class of Vehicles are to be made available within the timeframes stated in Annex Vehicle Availability.</p> <p>Cars are to be delivered in excellent working order comply with the aged requirements set out in the Framework Schedule 1 document section 4.1.1 and 4.1.2. With car share the vehicles provided will match the request.</p>	100%	1% Service Credit gained for each percentage point under the specified Service Level Performance Measure
5	Additional Damage Reporting	<p>Where applicable in car hire, the Supplier shall notify the customer by email of any additional damage to the Buyer(s) within 4 working hours of the vehicle being returned and a report delivered to the appropriate Contract Manager in 24 working</p> <p>hours with photographic evidence with a timestamp as per Schedule 1 of the framework section 3.5.</p> <p>This will be further discussed at the inception meeting with each agency. The supplier will ensure all damage is recorded in advance and where possible the customer will ensure a full check is completed of the vehicle when it is collected/dropped off. If this isn't possible the Supplier or Suppliers sub-contractor will ensure a complete check report is provided to the booker.</p>	98%	100% of cost of repair, or insurance excess and VAT on the repair cost, as appropriate from supplier as a Service Credit for each case of additional damage reporting outside of the specified performance requirement.
6	Management Information	<p>The Supplier is to submit full, accurate and complete MI reports to the Contracting Authority(s).</p> <p>Accuracy is based on the number of lines with no errors on each report (monthly).</p>	100%	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure

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7	Invoicing	The Supplier shall provide Buyers with accurate invoices each month. Accuracy is based on the number of lines with no errors on each invoice (monthly).	98%	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure
8	Vehicle traffic violations	The Supplier shall notify the customer by email of any invoice relating to traffic violations processed by the supplier within 2 working days of the date of supplier's invoice.	98%	0.5% Service Credit gained for each percentage point under the specified Service Level Performance Measure

The Service Credits shall be calculated individually for each agency on the basis of the following formula:

Formula Step	Worked Example
$x\%$ (Service Level Performance Measure) - $y\%$ (actual Service Level performance) = z percentage points deficit from the expected Service Level Performance Measure.	98% (Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = 23 percentage points deficit.
z percentage points applied at the rate of the 'Service Credit for each Service Period' criteria as specified in the table above = A% Service Credit Gained.	23 percentage points applied at the rate of 0.5% Service Credit gained for each percentage point under the specified Service Credit for each Service Period (i.e. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) = 11.5% Service Credit Gained.
Call-Off Contract Charges payable x A% = Service Credits to be deducted from the next valid invoice payable by the Customer.	Call-Off Contract Charges payable (e.g. £100,000) x 11.5% Service Credit Gained = £11,500 Service Credits to be deducted from the next valid invoice payable by the Customer.

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The value of service credits applied to an invoice pertaining to a previous Service Period shall not be deducted from the reckonable value of an invoice for which service credits are being applied for the current Service Period.

- 12.2 Where poor Supplier performance exists DfT or the relevant agency will arrange meetings at which the Supplier's presence is mandatory to discuss at risk work areas and work out key steps to improve the service. Poor performance entails a failure to meet one or more of the targets laid out in the table in section 12 for more than 2 months running.

13. EXIT PLAN

- 13.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer(s) an Exit Plan which complies with the requirements set out in Call-Off Schedule 10 and is otherwise reasonably satisfactory to the Buyer.
- 13.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure as set out in section 34.2 of the Framework core terms.
- 13.3 The Exit Plan shall set out, as a minimum:
- 13.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 13.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer, the incumbent Supplier will retain all their Hire Vehicles on their site on the last day of the contract, any vehicles currently out on hire will be exchanged back to the company when the hire period ends. The Buyer is liable for the changes in relation to this;
 - 13.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to affect such transfer;
 - 13.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 13.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 13.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

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- 13.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 13.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 13.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 13.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 13.4 The Supplier shall:
- 13.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - 13.4.1.1 every [six (6) months] throughout the Contract Period; and
 - 13.4.1.2 no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - 13.4.1.3 as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - 13.4.1.4 as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 13.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 13.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier, shall that draft become the Exit Plan for this Contract.
- 13.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
- 13.7 Further information regarding Exit Management and Termination Assistance can be found in the Framework Agreement Call-Off documents Schedule 10.

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 14.1 Where specified by the Authority the Potential Supplier will be responsible for ensuring that all staff are security cleared to the level required. Sensitive

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information should never be shared with staff who do not have the relevant security clearance.

- 14.2 The Potential Supplier will comply with any notification requirements under the GDPR and would preferably have an appointed GDPR officer in their company.
- 14.3 The supplier(s) will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

15. PAYMENT AND INVOICING

- 15.1 Invoices must be monthly, detailing charges for each individual agency. Exact invoicing instructions will be agreed at the start of the contract as not all agencies use the same invoice processing provider. The supplier must offer consolidated invoicing where required, through provision of a single invoice covering all services offered to each agency for each invoicing period.

- 15.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. The following must be included in each invoice to the individual agencies;

Hire Number (or reference number of transaction)

Driver/Booker Name

Staff number (if applicable)

Cost Centre or WBS code to be supplied by the Buyer at time of ordering

Date of transaction/booking

Total amount (and the usual VAT breakdown)

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Separate invoices with individual PO numbers on each invoice detailing VAT and non-VAT services are to be sent by the Supplier. This will be discussed at inductions meetings with each agency.

16. CONTRACT MANAGEMENT

- 16.1 The DfT will expect the Supplier to arrange an Inception Meeting (face to face) with their Contract Manager to agree on protocols for each agency. A different contract manager will be responsible for the different agencies and full

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management information will be sent to each contract manager that is relevant to the specific agency.

16.2 DfT will also expect future Contract Review meetings to be held on a quarterly basis, reviewable with each agency, however these may be conducted via video or audio as is practical.

16.3 Attendance at Contract Review meetings shall be at the Supplier's own expense.

17. LOCATION

17.1 DfT is currently administered from Great Minster House, 33 Horseferry Road, London SW1P 4DR.

17.2 Work should be carried out at the supplier's premises, but travel may be required to DfT or agency offices for some meetings. Wherever possible normal business will be conducted via conference/video calls.

Call-Off Schedule 22 (Vehicle Hire Terms) Call-
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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;
"Actual Delivery Time"	the date and time on which a piece of Equipment is actually delivered to the Buyer;
"Additional Charges"	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
“Breakdown Provider”	“Car Share Dedicated Pool Vehicles”
	“Car Share Technology Only”
“Buyer’s Travel Policy”	“Car Share Virtual Vehicles”
“Car Share Club Membership” or “Membership”	“Collection Place”
	“Collision Damage Waiver”

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“Crown Indemnity”	means the provision by the Suppliers of Vehicles rented for an extended period of time and for exclusive use by Buyer Staff;
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;	means a conversion of a Company Vehicle to allow the reservation of these vehicles through the Online Booking System;
a document that outlines the guidelines, rules and behaviours relating to travel for employees of the Buyer;	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;
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;	mean the place for collection specified in the Equipment Order;
“Daily Rental”	means the waiver by the Supplier of the Buyer's liability for theft, loss or damage to the Equipment, subject to the excess stated in the rate schedule;
	where the Buyer is its own insurer;
	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;

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“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;
"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;

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“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 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 CallOff Schedule 22;

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“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; mean hours during the Hours of Service;

“Working Hours”

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
 - 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

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

Daily Rentals

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- 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 Inspection

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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.

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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.
- 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

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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:

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;

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- 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.
- 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.

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- 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 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

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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
 - 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.

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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.

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

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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:

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- 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;
- 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;

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- 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;
 - 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.

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- 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. Save for where the Supplier is providing Collision Damage Waiver and third-party liability where a minimum age of 21 years shall apply.

Payment and Invoicing

- 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

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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 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.

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- 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

- 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

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

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- 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.

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

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- 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 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;

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- 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.

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 which insures against all liabilities required by the Road Traffic Act 1988 s. 145(3) and which is primary to any policy of the Supplier 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

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- 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
- 8.11 If relying on Crown indemnity the Buyer must:
- 8.11.1 meet any liabilities arising out of the use of any Equipment required to be insured against by the Road Traffic Act 1988 s. 145(3) regardless of any insurance policy of the Supplier which may cover the same liability; and
- 8.11.2 in the event of damage to, loss or theft of Equipment reimburse the Supplier for the reasonable cost of repair or replacement of the
Equipment plus any other losses reasonably incurred by the Supplier as a result of the damage to, loss or theft of the Equipment.
- 8.11.3 Where the rates include Collision Damage Waiver and third-party liability the Supplier shall, subject to the Buyer's compliance with the Terms of this Call-Off Schedule 22 (Vehicle Hire Terms):
- 8.11.4 waive the Buyer's liability for loss, damage or theft of the Equipment, up to any excess amount indicated in the relevant rate schedule; and
- 8.11.5 arrange for all use of any Equipment by the Buyer and any driver and/or user authorised by the Buyer for such use to be covered by the Supplier's motor fleet insurance program as required by the Road Traffic Act 1988 or any other compulsory motor insurance legislation in force in any jurisdiction in which

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Equipment is operated with the permission of the Supplier subject to the terms and conditions of such policy.

Fines and Penalties

- 8.12 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").
- 8.13 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.
- 8.14 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.
- 8.15 The Supplier may charge an administrative fee, forwarded to the Buyer with the Penalty documentation, as stated within Call-Off Schedule 5 - Pricing Details.
- 8.16 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

- 8.17 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.
- 8.18 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.

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
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- 8.19 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.
- 8.20 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.
- 8.21 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.
- 8.22 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.
- 8.23 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

- 8.24 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:
 - 8.24.1 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.
 - 8.24.2 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.

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
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- 8.24.3 at least 2 Working Hours prior to the commencement of the Hire Period in the case of Equipment hired under all other Lots.
- 8.24.4 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.
- 8.25 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.
- 8.26 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.
- 8.27 In the event where the Buyer has failed to provide notice of cancellation:
 - 8.27.1 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.
 - 8.27.2 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.
- 8.28 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.
- 8.29 Daily charges shall be incurred while the Equipment is in the Driver's possession or control.
- 8.30 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.

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
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8.31 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

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
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- 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 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.

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off

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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. Save for where the Supplier is providing Collision Damage Waiver and third-party liability where a minimum age of 21 years shall apply.

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.

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
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- 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 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

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
Ref:
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[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]

HIRE PERIOD

Call-Off Schedule 22 (Vehicle Hire Terms) Call-Off
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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	

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

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

Joint Schedule 1 (Definitions)

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

"Achieve"	1 in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	2 insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	3 means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	4 the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	5 in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	6 extra information which supports a Schedule;
"Approval"	7 the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	8 the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;

Joint Schedule 1 (Definitions)

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	<p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary,</p>
	<p>ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>

Joint Schedule 1 (Definitions)

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"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	9 any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	10 the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	11 a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	12 the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	13 the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	14 the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	15 premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	16 the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	17 the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	18 the date of the end of a Call-Off Contract as stated in the Order Form;

Joint Schedule 1 (Definitions)

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"Call-Off Incorporated Terms"	19 the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	20 the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	21 such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	22 the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	23 any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	24 the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	25 the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	26 the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

"CCS Authorised Representative"	27 the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	28 a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	29 any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	30 a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	31 any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	32 the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	33 the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	34 the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	35 means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	36 a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	37 either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	38 the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	39 the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	40 the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	41 a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;

Joint Schedule 1 (Definitions)

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"Control"	42 control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	43 has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>44 the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation;</p>

Joint Schedule 1 (Definitions)

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	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>45 but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	46 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	47 the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	48 any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

Joint Schedule 1 (Definitions)

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"Data Protection Legislation"	49 (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	50 an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	51 has the meaning given to it in the GDPR;
"Data Subject"	52 has the meaning given to it in the GDPR;
"Data Subject Access Request"	53 a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	54 all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	55 any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subjectmatter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	56 has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	57 the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	58 Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	59 delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	60 the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");

Joint Schedule 1 (Definitions)

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"Disclosing Party"	61 the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	62 any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	63 the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	64 the date on which the final Party has signed the Contract;
"EIR"	65 the Environmental Information Regulations 2004;
"Employment Regulations"	66 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

Joint Schedule 1 (Definitions)

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"End Date"	the earlier of:
	a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	67 to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	68 the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; 69

"Estimated Yearly Charges"	1 means for the purposes of calculating each Party's annual liability under clause 11.2 : 2 i) in the first Contract Year, the Estimated Year 1 Charges; or 3 4 ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; 5
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"Equality and Human Rights Commission"	6 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	7 any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	8 the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	9 the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Force Majeure Event"	<p>10 any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	<p>11 a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;</p>
"Framework Award Form"	<p>12 the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;</p>
"Framework Contract"	<p>13 the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;</p>
"Framework Contract Period"	<p>14 the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;</p>
"Framework Expiry Date"	<p>15 the date of the end of the Framework Contract as stated in the Framework Award Form;</p>
"Framework Incorporated Terms"	<p>16 the contractual terms applicable to the Framework Contract specified in the Framework Award Form;</p>
"Framework Initial Period"	<p>17 the initial term of the Framework Contract as specified in the Framework Award Form;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Framework Optional"	18 such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Extension Period"	
"Framework Price(s)"	19 the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	20 any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	21 the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	22 the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	23 the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	24 the General Data Protection Regulation (Regulation (EU) 2016/679);
"General AntiAbuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	25 a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	26 goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	27 standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	28 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p>
	<p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	<p>29 the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2;</p>
"Guarantor"	<p>30 the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;</p>
"Halifax Abuse Principle"	<p>31 the principle explained in the CJEU Case C-255/02 Halifax and others;</p>
"HMRC"	<p>32 Her Majesty's Revenue and Customs;</p>
"ICT Policy"	<p>33 the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;</p>
"Impact Assessment"	<p>34 an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	<p>35 the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Indemnifier"	36 a Party from whom an indemnity is sought under this Contract;
"Independent Control"	37 where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	38 the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	39 has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	40 the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	41 the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Installation Works"	42 all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	43 the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	44 any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	45 the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	46 where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	47 the individuals (if any) identified as such in the Order Form;
"Key SubContract"	48 each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>49 any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p>
	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Know-How"	50 all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of knowhow relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	51 any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	52 Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	53 all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	54 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	55 the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	56 the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	57 the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	58 shall be the person identified in the Framework Award Form;
"MI Default"	59 means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	60 means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"MI Report"	61 means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	62 means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	63 an event or task described in the Implementation Plan;
"Milestone Date"	64 the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	65 a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	66 contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>67 but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>68 where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Open Book Data"	69 complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the
	<p>remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	70 means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	71 a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	72 the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Other Contracting Authority"	73 any actual or potential Buyer under the Framework Contract;
"Overhead"	74 those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	75 takes its natural meaning as interpreted by Law;
"Party"	76 in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	77 the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	78 has the meaning given to it in the GDPR;
"Personal Data Breach"	79 has the meaning given to it in the GDPR;
"Personnel"	80 all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	81 a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	82 has the meaning given to it in the GDPR;
"Processor"	83 has the meaning given to it in the GDPR;
"Processor Personnel"	84 all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	85 a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	86 the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Progress Report"	87 a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	88 the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	89 appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	90 a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	91 the Party which receives or obtains directly or indirectly Confidential Information;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Rectification Plan"	92 the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and
	c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	93 the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	94 the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	95 the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	96 the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and 97 information derived from any of the above;
"Relevant Requirements"	98 all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Relevant Tax Authority"	99 HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	100 a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	101 any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date,
	whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	102 a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	103 any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	104 a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	105 the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	106 the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	107 any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	108 the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	109 the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	110 means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);

Joint Schedule 1 (Definitions)

Crown Copyright 2019

"Serious Fraud Office"	111 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	112 any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	113 has the meaning given to it in the Order Form;
"Services"	114 services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	115 any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	116 the date of a Service Transfer;
"Sites"	117 any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	118 an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	119 any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	120 a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	121 the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;

Joint Schedule 1 (Definitions)

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"Standards"	<p>122 any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	123 in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	124 a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	125 the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>126 any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	127 any person other than the Supplier, who is a party to a SubContract and the servants or agents of that person;
"Subprocessor"	128 any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	129 the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	130 all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;

Joint Schedule 1 (Definitions)

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"Supplier Authorised Representative"	131 the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to

Manager	the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	132 the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier NonPerformance"	<p>133 where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	134 in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	135 in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	136 all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	137 the document at Annex 1 of Schedule 12 Supply Chain Visibility;

Framework Ref: RM6013 Public Sector Vehicle Hire Solutions

Project Version: v1.0

Model Version: v3.4

Joint Schedule 1 (Definitions)

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"Supporting Documentation"	138 sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	139 a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	140 any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	141 a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	142 any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	143 Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	144 those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	145 the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and 146 (ii) Commercially Sensitive Information; 147
"Transparency Reports"	148 the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;

Joint Schedule 1 (Definitions)

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"Variation"	149 has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	150 the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	151 the procedure set out in Clause 24 (Changing the contract);
"VAT"	152 value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	153 a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	154 any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	155 any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: • [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

Joint Schedule 2 (Variation Form)

Framework Ref: RM6013 - Public Sector Vehicle Hire Solutions
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature _____
Date _____
Name (in Capitals) _____
Address _____

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

Signature _____
Date _____
Name (in Capitals) _____
Address _____

Joint Schedule 2 (Variation Form)

Framework Ref: RM
Project Version: v1.0
Model Version: v3.0
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Joint Schedule 2 (Variation Form)

Framework Ref: RM
Project Version: v1.0
Model Version: v3.0

Joint Schedule 3 (Insurance Requirements)

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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

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

Joint Schedule 3 (Insurance Requirements)

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evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

Joint Schedule 3 (Insurance Requirements)

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claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

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

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Item(s)	Duration of Confidentiality
1	Any non-publicly available information relating to Supplier's, any Monitored Company's or any SubContractors' prices, revenues, costs, profit, cash flow, investments or financial return;	No End Date / Duration - Ongoing / Continuous
2	Any information relating to Supplier's or its Sub-Contractors' business model and personnel	No End Date / Duration - Ongoing / Continuous
3	Any information relating to Supplier's proprietary delivery methodologies and/or licensed I.T suite	No End Date / Duration - Ongoing / Continuous
4	Any information relating to Supplier's product specifications and product development programme.	No End Date / Duration - Ongoing / Continuous

Framework Ref: RM6013

Project Version: v1.0 1 Model Version: v3.1 Joint Schedule 4 (Commercially Sensitive
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Framework Ref: RM6013
Project Version: v1.0
Model Version: v3.1

Joint Schedule 5 (Corporate Social Responsibility)

Definitions:

"Modern Slavery" refers to offences as set out in the Modern Slavery Act 2015

"Child Labour" means work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:

- is mentally, physically, socially or morally dangerous and harmful to children; and
- interferes with their schooling by:
 - depriving them of the opportunity to attend school;
 - obliging them to leave school prematurely; or
 - requiring them to attempt to combine school attendance with excessively long and heavy work.

Whether a specific type of work is classed as child labour will be viewed in the light of the International Labour Organisation (ILO) Minimum Age Convention 1973 (No. 138) and ILO Worst Forms of Child Labour Convention 1999 (No 182).

"TISC Statement" means a Transparency In Supply Chains Statement - a statement in compliance with the requirements of Section 54 of the Modern Slavery Act.

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality

Joint Schedule 5 (Corporate Social Responsibility) Crown
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Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

- 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
- 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to

Joint Schedule 5 (Corporate Social Responsibility) Crown
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ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

Joint Schedule 5 (Corporate Social Responsibility) Crown
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- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;
- by individuals and by the Supplier Staff as a whole;
- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
 - 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
 - 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

Annex 1: Service Level Agreement for Modern Slavery

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Parties

This Service Level Agreement (SLA) is between CCS, the Buyer and the Supplier to “the Contract” and in this SLA a reference to ‘Parties’ shall mean all three of them.

Overview of the SLA

The purpose of this SLA is to set out the principles guiding the Parties’ behaviour to address risks and instances of Modern Slavery and Child Labour abuses within supply chains associated with the subject matter of the Contract.

It sets out the behaviours, standards and actions of the Parties and the mechanism for resolving problems associated with Modern Slavery and Child Labour abuses associated with the provision of services, goods or works under the Contract.

Requirements, standards and behaviours Share information and cooperate with investigations

1.1 The Parties will:

- Inform each other immediately of any known instance or credible information which suggests Modern Slavery or Child Labour abuses in the supply chain
- Reciprocally share information that will help stop, or prevent, the abuse or exploitation of workers, including where either party has been made aware of risks specific to the supply chain
- Exchange relevant supply chain information, where it is practicable and appropriate to do so
- Work with the statutory authorities in the country concerned. In the case of UK reports, the National Referral Mechanism (NRM) and the Gangmasters and Labour Abuse Authority (GLAA) as appropriate.
- Treat all information sensitively and appropriately and not disseminate it without prior reference to the original sender
- Subject to any ongoing or criminal proceedings, all relevant parties shall be informed of the findings of any investigation

1.2 Where it is appropriate, and with information owners consent, the Relevant Authority will share information, redacted as appropriate, with the Supplier to tackle root causes of exploitation, share lessons learnt, raise awareness within the supply chain and protect workers from exploitation and abuse.

2. Investigate reports of Modern Slavery and Child Labour abuse

When a report, or evidence, of Modern Slavery or Child Labour abuse in the supply chain occurs:

2.1 The Supplier will take decisive, timely action following any information which suggests Modern Slavery or Child Labour standards abuses within the supply chain.

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2.2 The Relevant Authority will work with the Supplier, with the Supplier to lead, to investigate fully any reports or evidence of Modern Slavery within the supply chain.

2.3 A dedicated team ("the Team") will be identified to pursue any reports of Modern Slavery or Child Labour and ensure actions are delivered.

2.3.1 The Team will comprise: • the Supplier's dedicated point of contact, who will be responsible for investigating and taking action against concerns raised.

- The Buyer's dedicated point of contact. •
- CCS's dedicated point of contact.

2.3.2 Individuals who take on this role must have sufficient seniority to be responsible for the exchange of information and an understanding of how sensitive information should be handled.

3. Remedy

The Supplier will:

3.1 Investigate each case and confirm the facts.

3.2 Be transparent and accountable (to the Team) in reporting progress.

3.3 Where slavery or child labour is identified work with the Team, victims, victim's representatives and, where relevant, statutory authorities to:

- 3.3.1 Agree a victim centric corrective action plan to tackle root causes and support identified victims.
- 3.3.2 Agree timescales for remedial measures.
- 3.3.3 Monitor delivery of the plan.
- 3.3.4 Take further action where plans are not delivered, or where delivery is not effective or timely to ensure that delivery happens within the initially agreed or revised timescales.

3.4 Where appropriate remedial measures require it:

- 3.4.1 Create partnerships with suppliers and victims and consult locally on any remedial measures.
- 3.4.2 Share responsibility and costs for investigation and remedial action, such as repaying victims for their labour or reimbursing costs such as illegally charged recruitment fees, appropriately across the supply chain.
- 3.4.3 Allow some flexibility for smaller businesses (e.g. longer time frames)

3.5 All remedial measures shall put the victim's welfare first. Specifically the Supplier shall:

- 3.5.1 Prioritise the safety and security of the victims of slavery, particularly children.
- 3.5.2 Work with victims to identify remedial solutions that works for them and improves their situation in a time frame that is appropriate to the victims.

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- 3.5.3 Address child labour and modern slavery as part of a wider approach to improve working conditions, aiming for year on year continuous improvement.
- 3.5.4 Phase out child labour in a responsible fashion to time lines appropriate to the victims.

4 Enforce

4.1 If the Supplier:

- 4.1.1 Does not cooperate with investigations, including concealing information or unreasonably delay sharing information.
- 4.1.2 Does not put the victims first, ie the Supplier:
 - 4.1.2.1 Continues to employ child labour illegally, or in hazardous conditions
 - 4.1.2.2 Is irresponsible in phasing out child labour
 - 4.1.2.3 Continues to employ people in Modern Slavery
 - 4.1.2.4 Does not implement remedial measures or refuses to improve its practice

4.2 the Relevant Authority will:

- 4.2.1 Review the actions available to it under the terms of the contract and generally at law, in light of the best outcome for victims, including:
 - 4.2.1.1 suspension,
 - 4.2.1.2 termination,
 - 4.2.1.3 exclusion from public procurement (for example in line with PPN 01/19) and
 - 4.2.1.4 sharing information with other public sector procurement bodies as part of a Past Performance Certificate in accordance with [PPN 04/15](#).

4.3 Where it does not provide a perverse outcome for victims the Relevant Authority will terminate, as a breach of law if:

- 4.3.1 the Supplier continues to employ child labour illegally, or in hazardous conditions, and refuses to improve its practice.
- 4.3.2 the Supplier is found to have committed criminal offences under the Modern Slavery Act.

4.4 If the Supplier:

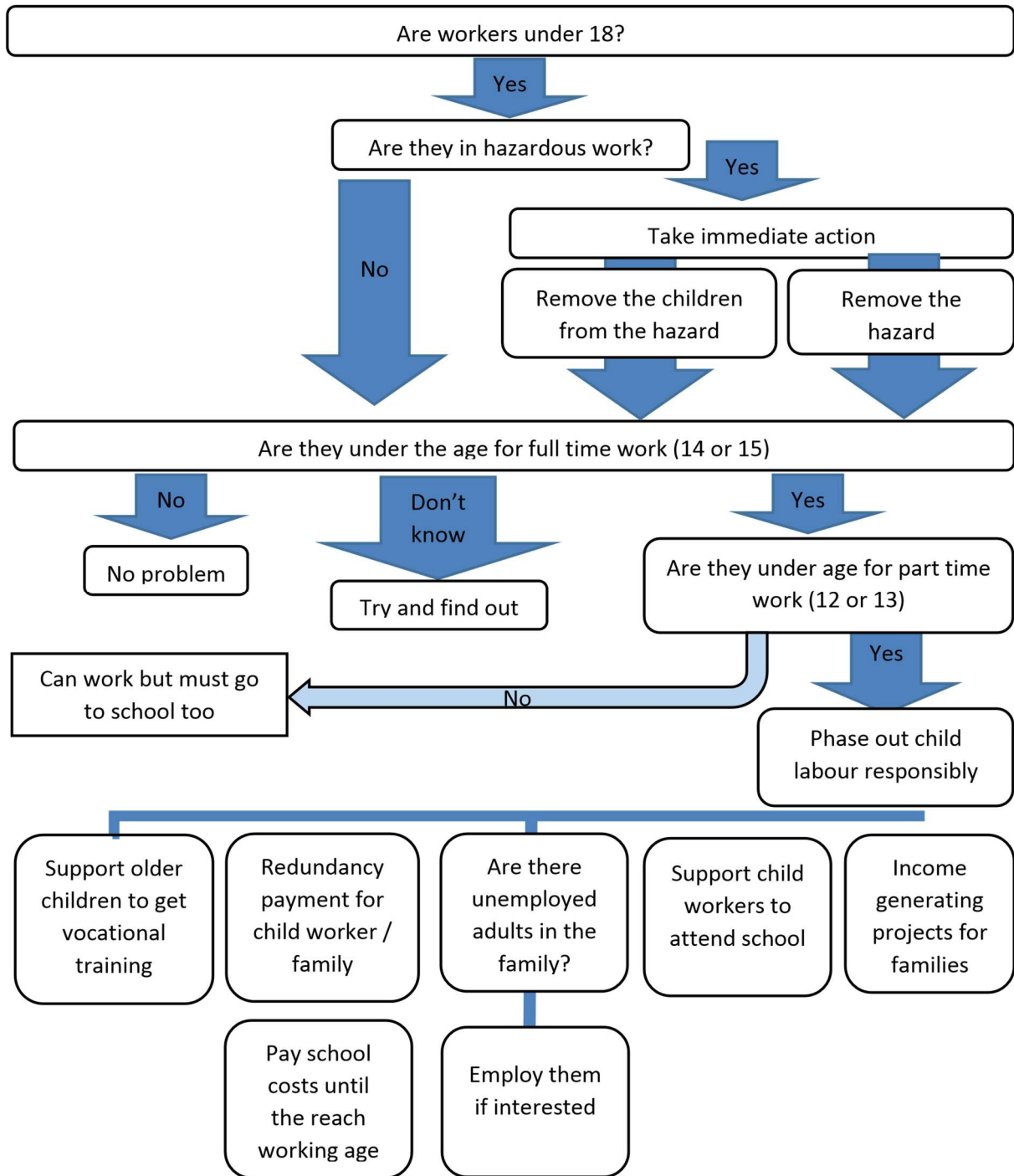
- 4.4.1 Did not commit a criminal offence under the Modern Slavery Act; and
- 4.4.2 Acts in accordance with the principles set out in points 1 to 3.

4.5 The Relevant Authority will:

- 4.5.1 Have a presumption against taking contractual action even where the Supplier's supply chain is found to have committed criminal offences under the Modern Slavery Act.
- 4.5.2 Work with the Supplier to remedy any identified instances of Modern Slavery or Child Labour abuses.

This flowchart is based on the principles set out in Save the Children's "Big Business Small Hands Responsible Approaches to Child Labour" ISBN 1 841870307

Joint Schedule 5 (Corporate Social Responsibility) Crown
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Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a New Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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Model Version: v3.0

Joint Schedule 6 (Key Subcontractors)

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

- 1.6.7 a provision restricting the ability of the Key Subcontractor to subcontract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

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Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

"Credit Rating Threshold" 1 the minimum credit rating level for the Monitored Company as set out in Annex 2

and

"Financial Distress Event" 2 the occurrence or one or more of the following events: a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following:

- i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
- ii) non-payment by the Monitored Company of any financial indebtedness;

Joint Schedule 7 (Financial Difficulties)

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- iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

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

"Financial Distress Service Continuity Plan"

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

"Monitored Company"

5 Supplier [the Framework Guarantor/ [and Call-Off Guarantor] or any Key Subcontractor]

"Rating Agencies"

6 the rating agencies listed in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

Joint Schedule 7 (Financial Difficulties)

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- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of [**Guidance: check** with Commercial Finance what provisions to make here – the quick ratio is not currently used] the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

- 3.4 The Supplier shall:

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

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

4. What happens if there is a financial distress event

Joint Schedule 7 (Financial Difficulties)

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- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

[Guidance: delete this clause if there are no Key Subcontractors or the Key Subcontractors are not Monitored Company]

- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

Joint Schedule 7 (Financial Difficulties)

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- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

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

Joint Schedule 7 (Financial Difficulties)

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Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Joint Schedule 7 (Financial Difficulties)

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ANNEX 1: RATING AGENCIES

Dun & Bradstreet

[Rating Agency 2]

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

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	[D&B Threshold]
[Framework Guarantor/ [and Call-Off Guarantor]	
[Key Subcontractor]	

Joint Schedule 10 (Rectification Plan)

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Joint Schedule 10 (Rectification Plan)

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

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Joint Schedule 10 (Rectification Plan)

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

Project Version: v1.0
Model Version: v3.0

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

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”; (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”, in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

Joint Schedule 11 (Processing Data)

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is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data)*);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

Joint Schedule 11 (Processing Data)

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- uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or

Joint Schedule 11 (Processing Data)

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- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

Joint Schedule 11 (Processing Data)

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16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30

Joint Schedule 11 (Processing Data)

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GDPR and shall make the record available to the other Party upon reasonable request.

24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

Joint Schedule 11 (Processing Data)

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27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Name: **REDACTED TEXT.**

-

Email: **REDACTED TEXT.**

-

The contact details of the Supplier's Data Protection Officer are: **REDACTED TEXT.**

1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><i>The Parties are Independent Controllers of Personal Data</i></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> <i>In addition to the above, each Party is Independent</i> <p><i>Controllers for the purposes of the Data Protection Legislation in respect of all other the Personal Data which it receives under this Agreement and are further listed under the "Type of Personal Data" section below.</i></p> <p>-</p>
Duration of the Processing	As set out in the respective Controller's Privacy Policy.

Joint Schedule 11 (Processing Data)

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Nature and purposes of the Processing	Provision of vehicle hire services and management of this RM6013 Vehicle Hire Services Framework Agreement and any case of claim supported under it, and in particular:
	<ul style="list-style-type: none">• Provision (including without limitation the management, promotion and improvement of) rental services, and any related activities.• Provision of information to law enforcement authorities on lawful request.

Joint Schedule 11 (Processing Data)

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Type of Personal Data	<p>Staff of either Party:</p> <p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Date of Birth</p> <p>Copy of ID documents</p> <p>Employee number/identifier</p> <p>Drivers Only:</p> <p>Personal Phone Number</p> <p>Personal Address</p> <p>Driver license information.</p> <p>Date of birth</p> <p>Payment Information where the driver pays on a personal card.</p> <p>Accident data which may include health data of the driver.</p> <p>Other driver / rental details</p> <p>Personal vehicle registration number</p> <p>Emergency contact details</p>
Categories of Data Subject	<ul style="list-style-type: none"> • <i>Drivers</i> • <i>Employees of the Parties involved in the day to day management of the contract</i>

Joint Schedule 11 (Processing Data)

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>As set out in the respective Controller's Privacy Policy</i></p>
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Joint Schedule 11 (Processing Data)
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Annex 2 - Joint Controller Agreement - NOT APPLICABLE

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Supplier/Relevant Authority]:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Law as against the relevant Party as Controller.

2. Undertakings of both Parties

Joint Schedule 11 (Processing Data)

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2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every **X** months on:
 - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

Joint Schedule 11 (Processing Data)

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- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their 's duties under this Annex 2 (Data Sharing Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Law, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Law and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Law to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

Joint Schedule 11 (Processing Data)

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(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant

Joint Schedule 11 (Processing Data)

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Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Law; and/or

- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

Joint Schedule 11 (Processing Data)

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- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

Joint Schedule 11 (Processing Data)

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(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

9. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Control Memorandum of Understanding*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 (*Ending the contract*).

10. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Law.

11. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Law and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility) Crown
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Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder" the Government's publishing portal for public sector procurement opportunities;

"SME" an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

"Supply Chain Information Report Template" the document at Annex 1 of this Schedule 12; and

"VCSE" a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £10,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Joint Schedule 12 (Supply Chain Visibility) Crown
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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Joint Schedule 12 (Supply Chain Visibility) Crown
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Supply Chain Information Report template



Supply Chain Information
Report templat

Operating, Safety and Usage Instructions

Enterprise wants each Driver to have a safe and incident-free Vehicle hire experience, these instructions are provided to help minimise any problems and are issued and should be read in conjunction with the terms of the Call-Off Agreement (including clause 8 of CCS RM6013 - Call-Off Schedule 22 (Vehicle Hire Terms)).

Dos

Please look after the Enterprise Vehicle and always do the following:

- a) lock the Vehicle and secure it, and all of its parts, when it is left unattended;
- b) return the Vehicle with a full tank of fuel (or the level as at the time it was handed over to the Driver, if not full)
- c) where practicable, check oil and water levels and tyre pressure at regular intervals during the Rental Period to ensure the continued smooth running of the Vehicle;
- d) stop using the Vehicle as soon as possible and contact Enterprise as soon as the Driver becomes aware of any fault with or malfunction of the Vehicle. In particular, the Driver must take into account any warning lights that may appear on the dashboard of the Vehicle;
- e) check the Driver has not left any personal belongings in the Vehicle on return. Please contact the Rental Station or Customer Services immediately on becoming aware of any lost property and Enterprise shall assist in attempting to locate such property;
- f) to use the appropriate fuel as indicated in the Vehicle – this will often be stated on, or around, the fuel cap – If in doubt check with Enterprise before fuelling;
- g) for any rental that exceeds 28 days and to ensure the continued smooth running of the Vehicle, please:
 - i) regularly check, maintain and adjust as necessary the tread depth of each tyre (tyres must be replaced when tread levels reach 3mm), correct tyre pressures, wheel nuts, torques, lights, engine oil levels, battery fluid levels, screen wash levels, coolant levels, water levels and automatic transmission oil levels (as appropriate); and
 - ii) regularly clean the exterior, interior and upholstery of the Vehicle.

Don'ts

Please do not use the Enterprise hire Vehicle in the following ways:

- a) any use by anyone other than the Driver named on the Rental paperwork provided by Enterprise with the Vehicle – please contact the Rental Station or Customer Services for a copy of the Rental paperwork or to agree to add an additional driver before that person can drive the Vehicle;
- b) for hire, sub-hire or reward (i.e. commercial purposes) or for courier purposes;
- c) in a careless or reckless manner, for any illegal purpose, in contravention of the law or connected with illegality;
- d) for any wilful or deliberate purpose to causes injury, loss or damage to property or person;
- e) for racing, pacemaking or testing the Vehicle's reliability and speed;
- f) for teaching someone to drive;
- g) while the driver is under the influence of alcohol, narcotics (legal or illegal) or prescription drugs that would impact the Driver's ability to drive the Vehicle;
- h) to, without prior written permission, go to countries or places other than
- i) for rentals originating in the UK: outside the United Kingdom; and
 - ii) for rentals originating in Ireland: outside the Republic of Ireland or Northern IrelandPlease contact the Rental Station or Customer Services to agree to such travel, in advance.
- i) when overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in violation of the legally prescribed safety precautions;
- j) to propel or tow any other vehicle or wheeled equipment;
- k) on unpaved roads, off-road, on racetracks, and on test courses;
- l) to transport easily flammable, toxic, or otherwise dangerous substances;
- m) in, or on, that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices (often referred to as "airside"), including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars; and

- n) to transport goods with a weight that exceeds the manufacturer's model restrictions, or to be used to transport goods deficiently distributed around, or badly secured in, the Vehicle.

Please not let anyone fix, repair, upgrade or otherwise carry out any work on the Vehicle.

Accidents, loss or theft:

Enterprise wants each Driver to have an incident-free hire but if the Vehicle is involved in any accident or is lost/stolen, please:

- a) report the accident, theft or loss to Enterprise as soon as possible by speaking to the Rental Station or call Enterprise's Customer Services. Please follow-up promptly to confirm the incident in writing to Enterprise (email is sufficient) no later than 2 business days in case of a theft and in all other cases 5 business days, from the moment Buyer or Driver first become aware of the event;
- b) report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Enterprise;
- c) to the extent permitted by law, avoid admitting responsibility to anyone in relation to the accident;
- d) request the names and addresses of everyone involved, including witnesses, and provide them to Enterprise;
- e) promptly forward to Enterprise any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
- f) co-operate with Enterprise and Enterprise's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Enterprise in Renter's name and defending any proceedings brought against Renter; and
- g) return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Enterprise.

Covid-19 and other specific virus-related Requirements

Where Enterprise provides Vehicles which are either modified for uses related to epidemic, pandemic, contagion, virus or infectious diseases or where Buyer is aware that a Vehicle has been used to move or otherwise transfer persons who either have or has symptoms of such epidemic, pandemic, contagion, virus or infectious disease, Enterprise makes no warranty, representation or guarantee as to:

- a) the efficacy of any modification of the Vehicle to stop or prevent cross contamination or spread of any virus contagion, infectious disease or any other airborne contaminants; and
- b) how any item and/or combination of any items will perform if the Vehicle is involved in a road traffic incident, nor that any item will provide complete protection against items, persons, contaminants or chemicals moving around the Vehicle.

It remains the Driver's responsibility to ensure that any divider (e.g. plexiglass divider separating the cab) provided by Enterprise does not become an obstruction and that the Driver has, and maintains, a full field of vision before, and while, driving the Vehicle.

If a Vehicle requires maintenance or other works during the Rental Period, it shall be completed on the Buyer's premises and it shall be carried out by a specialist contractor appointed by Enterprise and the Buyer will be required to confirm, to such person, for what the Vehicle has been used and that the Buyer has carried out the isolation and cleaning process detailed below.

Buyer shall clean Vehicles to the standard set by government guidelines at the time of such maintenance or off-hire of the Vehicle. Please contact the Rental Station or Customer Services to obtain any guidance required.

Unless otherwise instructed, or confirmed in writing by Enterprise, all Vehicles shall be isolated for 3 days prior to (i) any maintenance checks or work being undertaken; and (ii) collection by Enterprise. The Vehicle will remain on hire for this period.

The Buyer shall take a photograph of the odometer of the Vehicle at the start of the isolation process.

The Buyer shall email the Enterprise Rental Station or Customer Services to confirm the date of cleaning and that isolation has been completed stating the Vehicle is ready to access or collect.

In addition to this isolation and cleaning procedure, all Vehicles shall be subject to an end of hire forensic cleaning process, arranged by Enterprise and charged to Buyer at cost price.

Specification and pricing of any epidemic, pandemic, contagion, virus or infectious disease related modifications are based on current availability and capital cost.

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Order Form and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: CCZJ20A01.

THE BUYER: Department for Transport.

BUYER ADDRESS: 12th Floor, Windsor House, 50 Victoria Street,
Westminster, London, SW1H 0TL.

THE SUPPLIER: Enterprise Rent-A-Car UK Ltd.

SUPPLIER ADDRESS: Enterprise House, Vicarage Road, Egham,
Surrey, TW20 9FB.

REGISTRATION NUMBER: 02946689.

DUNS NUMBER: 739749968.

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **29/03/2021**. It's issued under the Framework Contract with the reference number **RM6013** for the provision of vehicle hire services.

CALL-OFF LOT(S):

Lot 2: UK National Vehicle Hire and Car Share

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6013
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6013

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- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6013
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 22 (Vehicle Hire Terms)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6013
- 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

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

- **REDACTED TEXT.**
- **REDACTED TEXT.**

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CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED TEXT**.

CALL-OFF CHARGES

Please refer to Call-Off Schedule 5 (Pricing Details).

REDACTED TEXT.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices must be monthly, detailing charges for each individual agency. Exact invoicing instructions will be agreed at the start of the contract as not all agencies use the same invoice processing provider. The supplier must offer consolidated invoicing where required, through provision of a single invoice covering all services offered to each agency for each invoicing period.

CALL-OFF START DATE: 01/04/2021

CALL-OFF EXPIRY DATE: 31/03/2023

CALL-OFF INITIAL PERIOD: Two (2) years with an option to extend by two further one-year periods (2+1+1)

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. The following must be included in each invoice to the individual agencies:

Hire Number (or reference number of transaction)

Driver/Booker Name

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Staff number (if applicable)

Cost Centre or WBS code to be supplied by the Buyer at time of ordering Date of transaction/booking

Total amount (and the usual VAT breakdown)

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Separate invoices with individual PO numbers on each invoice detailing VAT and non-VAT services are to be sent by the Supplier. This will be discussed at inductions meetings with each agency.

BUYER'S INVOICE ADDRESS:

The organisations listed below include the lead and all current arm's length bodies(Cluster Members). The successful supplier must therefore submit invoices to each of the locations stated below:

REDACTED TEXT.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT.

Great Minster House, 33 Horseferry Rd, London, SW1P 4DR

BUYER'S ENVIRONMENTAL POLICY

The 25 Year Environment Plan sets out what the Government intends to do to improve the environment, within a generation. The plan is available online at: <https://www.gov.uk/government/publications/25-year-environment-plan>

BUYER'S SECURITY POLICY

The security requirements can be found in Clause 14 of Call-Off Schedule 20 (Specification).

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT.

Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB.

SUPPLIER'S CONTRACT MANAGER

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

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REDACTED TEXT.

Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month or as otherwise instructed by the Contracting Authority.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as otherwise instructed by the Contracting Authority.

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

No.	Item(s)	Duration of Confidentiality
1	Any non-publicly available information relating to Supplier's, any Monitored Company's or any SubContractors' prices, revenues, costs, profit, cash flow, investments or financial return;	No End Date / Duration - Ongoing / Continuous
2	Any information relating to Supplier's or its Sub-Contractors' business model and personnel	No End Date / Duration - Ongoing / Continuous
3	Any information relating to Supplier's proprietary delivery methodologies and/or licensed I.T suite	No End Date / Duration - Ongoing / Continuous

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4	Any information relating to Supplier's product specifications and product development programme.	No End Date / Duration - Ongoing / Continuous
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SERVICE CREDITS

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

The Service Credit Cap is: 5%.

The Service Period is one month.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and the response provided by the supplier in the Social Value question will be incorporated and act as the social value commitment.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT.	Signature:	REDACTED TEXT.
Name:	REDACTED TEXT.	Name:	REDACTED TEXT.
Role:	REDACTED TEXT.	Role:	REDACTED TEXT.
Date:	24-05-21 14:56:51 BST	Date:	30/03/2021

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