

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: LSR5130

THE BUYER: UK Health Security Agency: UKHSA

BUYER ADDRESS 10 South Collanade, Canary Wharf, London, EP14 4PU

THE SUPPLIER: Enterprise Rent-A-Car UK Limited

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 **25/03/2024**. It's issued under the Framework Contract with the reference number RM6265 for the provision of Public Sector Vehicle Hire Solutions.

CALL-OFF LOT(S):

Lot 2: Hire of Commercial Vehicles up to 7.5T

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) **RM6265**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6265 / LSRS130**

- Joint Schedule 1 (Definitions) **NOT USED**
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility) **NOT USED**
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors) **NOT USED**
- Joint Schedule 7 (Financial Difficulties) **NOT USED**
- Joint Schedule 8 (Guarantee for PSC) **NOT USED**
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for **RM6265 / LSRS130**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer) **NOT USED**
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- 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) **NOT USED**
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call off contract management) **NOT USED**
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 MOD TERMS **NOT USED**
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law) **NOT USED**
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Nother Ireland Law) **NOT USED**
- Call-Off Schedule 22 (Vehicle Hire Terms)
- Call-Off Schedule 23 (HMRC Terms) **NOT USED**
- Call-Off Schedule 24 (Car Share Hire Terms)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) **RM6265**

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:

The Core Terms are modified in respect of the Call-Off Contract for all Lots (but are not modified in respect of the Framework Contract).

Special Term 1. Core Terms Clause 3.1.2 does not apply to the Call-Off Contract;

Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract;

Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract;

Special Term 4. Core Terms Clause 11.4 shall be changed to read:

In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability, **and any liability incurred by such other Party's respective insurers, arising as a result of death or personal injury caused by its breach of the terms of the Call-Off Contract or** its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

Special Term 5.

Notwithstanding Anything to the contrary under the Agreement, where the Buyer has a requirement for fixed term rental (where a fixed term rate will remain valid for the period of hire unless the Buyer chooses to terminate the rental early. In which case, the hire charges reverts to a pre-agreed flexible rental rate rather than the fixed term rate for the duration that the vehicle was on hire("Fix & Flex")) the following additional terms shall apply:

- (a) To facilitate such Rentals the Supplier's relevant and Order Form for Fix & Flex, as amended from time to time, (the version current at time of signature is included for reference at Annex 1a below) shall be completed and signed by the Buyer to incorporate all such additional terms as are contained within for each Vehicle.
- (b) The Call-off Charges contained within Call-Off Schedule 5 shall not apply to such Fix & Flex Rentals. The charges and payment terms stated on the Order Form for Fix and Flex applying in its place.

- (c) For the purposes of this Agreement clause 14 of the Fix & Flex Order Form Order Terms shall be deemed amended to replace the Link contained within this clause with a reference to Call-Off Schedule 22.
- (d) For the purposes of this Agreement clause 17 of the Fix & Flex Order Form Order Terms shall not apply.

CALL-OFF START DATE: [Last date of signatory]

CALL-OFF EXPIRY DATE: [4 years from last date of signatory on the Framework Schedule 6 Order Form]

CALL-OFF EXTENSION PERIOD: **N/A**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY
N/A

BUYER'S SECURITY POLICY
N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Melburne Park, Vicarage Road, Egham, Surrey, TW20 9FB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Enterprise House, 203 London Road, Staines, TW18 4HR

PROGRESS REPORT FREQUENCY
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY
Quarterly on the first Working Day of each quarter

KEY STAFF
None

KEY SUBCONTRACTOR(S)
None

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 Sub-Contractors' 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

SERVICE CREDITS

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

The Service Credit Cap is: **1%**

The Service Period is: one Month

A Critical Service Level Failure is: N/A

ADDITIONAL INSURANCES

Not applicable

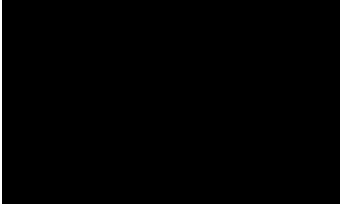
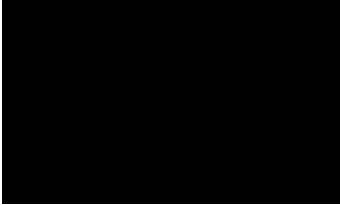
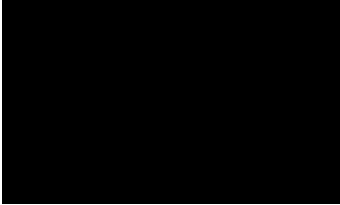
GUARANTEE

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)

For and on behalf of the Supplier:

Signature: 
Name: 
Role: 
Date: 2s-03-24 | 11:01 GMT

For and on behalf of the Buyer:

Printed Name: 
Job Title/Role: 
Date:
Date Signed: 18/4/2024

Annex 1A – Fix and Flex

SINGLE VEHICLES TO ENTIRE FLEETS
LIGHT COMMERCIAL VEHICLES
FIX & FLEX ORDER FORM



LCV Fix & Flex with Maintenance Order Form

In partnership with:



Date:

Presented by:

Customer Order Number:

Fixed Term Hire agreement date of Signatory ("the Agreement") between

1. Enterprise Rent-A-Car UK Ltd T/A Enterprise Flex-E-Rent whose registered office is situated at Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB (registration number 2946689) and whose place of business is at Flex-E-Rent House, Knights Way, Battlefield Enterprise Park, Shropshire, Shrewsbury, SY1 3AB ("Enterprise" which expression includes its assigns and successors in title).
2. UK Health Security Agency whose registered office is situated at UK Health Security Agency, 5th Floor, 10 South Colonnade, London, E14 4PU and whose company registration number is 08298515 (the "Customer" which expression includes its successors).

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Enterprise Flex-E-Rent

Over the last 60 years, Enterprise has grown from humble beginnings to a worldwide fleet of over 2 million vehicles, including cars, vans, trucks, specialist commercial, temperature controlled and accessible vehicles.

The foundation for this growth has been our firm commitment to put each customer's needs at the very heart of everything we do, investing in the people, services and technology that keeps their business moving.

We may have started out as a car rental company but, as our customers' needs changed, we changed with them, expanding both the size and diversity of our fleet and building a nationwide network of support.

With the acquisition of Burnt Tree Vehicle Rental in 2014, SHB Hire in 2019 and Walker Vehicle Rental in 2021 Flex-E-Rent has grown into one of the largest and most diverse commercial vehicle rental providers in the UK and plays a key role in helping to complete the mobility picture, combining the specialist knowledge and vehicles from both businesses to write a new chapter in the Enterprise story.

As we continue to grow and develop in line with our customers' needs, we are even better positioned to help commercial fleet operators move the people, goods and services that matter to their business and ours.

Making a Difference to Your Business

Whether your vehicles are large or small, bulk standard or highly specialist, you need a partner who understands the direct link between the reliability of your fleet and your company's profitability.

At Enterprise Flex-E-Rent, we believe this means more than simply using our scale and resource to deliver the vehicles you need, when and where you need them. After all, that's no more than you'd expect and is really nothing out of the ordinary (or at least it shouldn't be).

Making a real difference to your business is all about taking the time to understand how you operate, what's important to you right now, and how this might change in the future.

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Then, by combining our specialist knowledge with a clear understanding of your business needs, we can deliver a service that's based on flexibility, expertise and a total commitment to customer service at every level.

Yours sincerely,



Pricing

Vehicle Type	Vehicle Specification	Quantity	Ancillary Equipment	Ancillary Cost per Vehicle	Flexible Rate per Vehicle	Fixed Rate per Vehicle
			Total Weekly / Monthly Cost (incl. Ancillaries)			
Enterprise Supplying Depot						

Hire Term	
Annual Mileage Limit	
Excess Mileage Charge per mile/ Km	
Payment profile	

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Annual Increase Calculation	
Government Registration Tax on all new Vehicles	
Rentals payable after agreed period (Informal Extension)	
Informal Extension Rate (Calculated as Flexible Rate at the time + 20%)	

1. All prices exclude VAT and insurance and are based on 52-week continuous hire per annum.
2. Specification and pricing based on current availability and capital cost and are valid for 30 days.

Inclusions:	
Delivery & Collection	
24/7 Maintenance & Breakdown Cover	
Fair Wear & Tear of Tyres	
Road Fund Licence	
Replacement Vehicle Cover within 24 hours of Vehicle being off the road (Mon-Friday). Relief Vehicles may not be the same specification as the Vehicle which is off the road.	

Order Terms

1. Vehicles can be returned at any time during the agreed Hire Term stated above subject to providing Enterprise 14 days' notice and a termination fee equivalent to 14 days hire at the current Fixed Rate will be applied.
2. Vehicles returned prior to the expiry of the Hire Term will be charged retrospectively at the Flexible Rate for the actual period of hire, with the difference between the Fixed Rate for such period and the Flexible Rate at the time off-hire for such period becoming payable on demand, by the Customer.
3. At the end of the agreement if the Vehicle is not returned the hire will continue until the Vehicle has been collected/returned to Enterprise, on an informal extension basis at the Informal Extension Rate. (Enterprise reserve the right to request the return of Vehicles during this period).
4. Any increase in mileage above the Annual Mileage Limit shall incur an Excess Mileage Charge.

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Model Version: v3.8

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5. Where a Vehicle is returned prior to the expiry of the Hire Term, any outstanding Ancillary Cost will be payable by Customer on a pro rata basis for the full Hire Term.
For example, if a Vehicle is returned after 18 months into a 36-month fixed-term hire the remaining 50% of the Ancillary Cost stated above is payable.
6. In the event of the Agreement being terminated by the Customer prior to delivery of the Vehicle(s), Customer shall reimburse Enterprise for any reasonable cost incurred by Enterprise under or in connection with Agreement. Any Advance Rental Payments under the Agreement may be retained by Enterprise to cover such costs.
7. Vehicles are delivered on a 'same to same' fuel level basis, or if requested with full tank of fuel charged at first invoice. (see current fuel policy for the applicable rate).
8. Customer shall pay Enterprise upon demand the applicable Total Weekly / Monthly Cost in addition to the Ancillary Cost for each Vehicle and all other amounts owed under a rental agreement, including without limitation where applicable, amounts arising from traffic violations, tolls, parking fines and fees and other optional equipment, etc.
9. Advance Rental Payments shall be paid prior to any Vehicles and Ancillary Equipment being ordered by Enterprise.
10. Payment should be made by direct debit, if a direct debit is cancelled or payments are late then Enterprise retains the right to revert the Vehicle hire rate to the Flexible Hire Rate at the time.
11. Except as otherwise required by law, Customer shall maintain the confidentiality of the Pricing offered to Customer and all other terms of the Agreement, including but not limited to the Account Number(s) assigned to Customer and shall require that its employees do the same. Such requirement of confidentiality survives termination of the Agreement for any reason. Enterprise and may share information provided by Customer to Enterprise with any their respective affiliates and franchisees.
12. Neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.
13. Enterprise shall not be liable in contract, tort, negligence, or otherwise under or in connection with this Agreement for any loss of revenue or profits, loss of goodwill, or for any indirect or consequential losses of Customer.
14. Customer shall adhere to the rental terms (found at <https://www.enterprise.co.uk/content/dam/eu-business-rental/2022.03.28%20FER%20Rental%20Terms.pdf> ("Rental T&Cs")) for each Vehicle hired under the Agreement.
15. The Agreement and all claims arising out of or related to the Agreement are governed by the substantive laws of England, and the parties shall bring any claim or action arising under the Agreement only in the courts of England and Wales.
16. Specification, pricing and anticipated delivery date are based on manufacturer's availability, its target delivery date and the quoted charge(s) on the date of execution of this Order by both parties. By the time of actual delivery from the manufacturer, if the actual charge(s) are greater than the provisional quote provided in this Order Form, then Enterprise shall continue to fulfil the Order and may charge, and the Customer shall pay, the manufacturer's increased charges(s) which are deemed accepted by the Customer. Notwithstanding agreement of a delivery date, such delivery date can be varied by the manufacturer or Enterprise. Enterprise shall not be liable for any costs incurred by the Customer as a result of such a variation.
17. Enterprise reserves the right to re-assess the credit risk of the Customer prior to the start of, and at any time during, the Agreed Hire Period. Where Enterprise assesses that the Customer is at risk of being unable to make any payment to Enterprise under this Order then Enterprise may cancel the related Order prior to the delivery of the Vehicle, or, if

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the Vehicle has already been delivered to the Customer, recover the Vehicle. Under such circumstances, Enterprise shall have no further liability to the Customer in respect of such cancelled Vehicle.

The contents of this Order and any other information provided by Enterprise related to this quotation, is Enterprise's confidential information and should not be disclosed to any third parties or used for any purpose other than for consideration of the quotation. All such confidential information must be destroyed, deleted or returned following assessment of the quotation or otherwise on request from Enterprise. Disclosure of such information contrary to the foregoing would result in immediate and irreparable harm to Enterprise, whom, under such circumstances, reserves all its rights to pursue any legal remedy.

Customer confirms receipt and acceptance of these Order Terms and the Rental T&Cs. ☐

Payment Profile	
Advance Rental Payments	
Date Advance Rentals to be Paid	
Contact Name for Customer Accounts	
Contact Number for Customer Accounts	
Contact Email for Customer Accounts	
Customer Kerridge Account Number	

1. Please note on a 1+ profile the Advance Rental Payment becomes the last Total Monthly/Weekly Cost and a further Total Monthly/Weekly Cost is due on delivery of Vehicles.

<p>Signed on behalf of the Hirer</p> <p>Print Name:</p> <p>Authorised signatory:</p> <p>Job title:</p>

<p>Signed on behalf of Enterprise Flex-E-Rent</p> <p>Print Name:</p> <p>Signature:</p> <p>Job title:</p>

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Annex 1 – Specification

Vehicle Type	Vehicle Specification	Quantity	Ancillary Equipment	Ancillary Cost per Vehicle	Flexible Rate per Vehicle	Fixed Rate per Vehicle
Insert Make & Model	Insert Specification	Number of Vehicles	Insert Ancillaries	Weekly / Monthly Cost	Weekly / Monthly Flexi Rate For Vehicle	Weekly / Monthly fixed term rate for Vehicle
			Total Weekly / Monthly Cost (incl. Ancillaries)		Total Cost	Total Cost
Enterprise Supplying Depot			Enter depot location			

Hire Term	XX Months (Insert Term)
Annual Mileage Limit	MPA/KMPA (Insert Mileage or KMs)
Excess Mileage Charge per mile/ Km	Inset Excess Charge from matrix
Payment profile	TBA Monthly in advance by DD (Insert payment profile)
Annual Increase Calculation	Fixed (Or Insert Annual Increase)
Government Registration Tax on all new Vehicles	£55 per Vehicle
Rentals payable after agreed period (Informal Extension)	
Informal Extension Rate (Calculated as Flexible Rate at the time + 20%)	Current Flexible Rate + 20%

1. All prices exclude VAT and insurance and are based on 52-week continuous hire per annum.
2. Specification and pricing based on current availability and capital cost and are valid for 30 days.

Inclusions:	
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Delivery & Collection	Included
24/7 Maintenance & Breakdown Cover	Included
Fair Wear & Tear of Tyres	Included
Road Fund Licence	Included
Replacement Vehicle Cover within 24 hours of Vehicle being off the road (Mon-Friday). Relief Vehicles may not be the same specification as the Vehicle which is off the road.	Insert if replacement Vehicle is included

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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: <ul style="list-style-type: none"> [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]

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- 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.
- 4. 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

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Joint Schedule 3 (Insurance Requirements)

1. The insurance the Supplier needs 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 the Contract Period and for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if the Supplier is not insured

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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 to be provided

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. Required amount of insurance

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

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

7. Insurance claims

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

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

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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.

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
- 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED]
 - 1.2 public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED] 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 [REDACTED]

Joint Schedule 4 (Commercially Sensitive Information)

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

No.	Date	Item(s)	Duration of Confidentiality
[insert date]	[insert details]	[insert duration]	

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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	

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Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
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:	

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Joint Schedule 11 (Processing Data)

Definitions

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

“Processor Personnel” 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;

Status of the Controller

2. 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 2018. 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

3. 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.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

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5. 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 Deliverables;
 - (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.
6. 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 is so required the Processor shall 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 Personal Data Breach;
 - (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:

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- (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*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 UK or 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 UK 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, 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.

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7. Subject to paragraph 8 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 Access Request (or purported Data Subject Access 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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately 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 Access 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 Personal Data Breach; and/or

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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.
- 10. 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13. Before allowing any Subprocessor 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.
- 14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15. The Relevant Authority may, at any time on not less than thirty (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

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applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. 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's Office.

Where the Parties are Joint Controllers of Personal Data

17. 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 UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. 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.
19. 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.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 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.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;

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- (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 UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. 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

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- (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.
- 26. 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.
- 27. 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*).
- 28. 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*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 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 18 to 28 of this Joint Schedule 11.

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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:

1.2 The contact details of the Supplier's Data Protection Officer are:

1.3 ~~shall~~ comply with any further written instructions with respect to Processing by the Controller.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Not Applicable <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the</i></p>

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	<p><i>Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • <i>Not Applicable</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Not Applicable</i> <p>The Parties are Independent Controllers of Personal Data</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 Controllers for the purposes of the Data Protection Legislation</i>
--	--

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	<i>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>
Duration of the Processing	<i>As set out in the respective Controller’s Privacy Policy.</i>
Nature and purposes of the Processing	<i>Provision of vehicle hire services and management of this RM6265 Vehicle Hire Solutions Framework Agreement.</i>
Type of Personal Data	<i>Staff of either Party:</i> <i>Full name</i> <i>Workplace address</i> <i>Workplace phone number</i> <i>Workplace email address</i> <i>Date of birth</i> <i>Copy of ID documents</i> <i>Employee number/identifier</i> <i>Drivers Only:</i> <i>Personal phone number</i> <i>Personal address</i> <i>Driver license information.</i>

Framework Ref: RM6265 Vehicle Hire Solutions

Project Version: v1.0

Model Version: v3.8

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	<p><i>Date of birth</i></p> <p><i>Payment information where the driver pays on a personal card.</i></p> <p><i>Accident data which may include health data of the driver.</i></p> <p><i>Other driver / rental details</i></p> <p><i>Personal vehicle registration number</i></p> <p><i>Emergency contact details</i></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>
<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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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 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation 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 UK GDPR regarding the exercise by Data Subjects of their rights under the UK 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 UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables 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).

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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 Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

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 Access Request (or purported Data Subject Access 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;

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- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables 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) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party 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 Deliverables 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;
- (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 duties under this Annex 2 (Joint Controller 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; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;

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- (ii) harm that might result from a Personal Data Breach;
 - (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 Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation 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 Legislation 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 clause 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 other Party and its advisors with:
- (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; and
 - (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;

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- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party 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:

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- (a) the Relevant Authority, or a third-party auditor acting under the Relevant 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 Legislation; 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 UK 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 Deliverables.

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 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 UK 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

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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:

- (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

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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;
 - (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.

8. Termination

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

9. Sub-Processing

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Model Version: v3.8

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9.1 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 Legislation.

10. 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 Legislation 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 Legislation and its privacy policy.

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 £25,000 that arise during the Contract Period;

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- 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.
- 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;

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- (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

Supply Chain Information Report template

Supply Chain Information
Report templat

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Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Contracting Authority is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority. If the Parties fail to agree on a draft Transparency Report the Contracting Authority 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 Contracting Authority at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports	Content	Format	Frequency
Title			
[Performance]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 This Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. 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 shall have an ongoing obligation throughout the Contract Period, to identify new or potential improvements to the provision of the Deliverables in accordance with this Call Off Schedule 3 with a view to reducing the Buyer's costs (including the Call-Off Contract Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months regarding:

- 2.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Deliverables, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
- 2.1.2 new or potential improvements to the Deliverables or the provision of the Deliverables including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Deliverables;
- 2.1.3 changes in business processes and working practices that would enable the Deliverables to be provided at lower cost and/or with greater benefits to the Buyer;
- 2.1.4 changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Deliverables;
- 2.1.5 improvements which the Supplier uses or is planning to use with its other customers;

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- 2.1.6 proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
 - 2.1.7 a zero usage report to identify opportunities for cost avoidance;
 - 2.1.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives;
- 2.2 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 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.4 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.
- 2.5 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.
- 2.6 If the Buyer wishes to incorporate any improvement identified by the Supplier into this Contract, including any impact on the Charges declared by the Supplier as part of that improvement, 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.

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- 2.7 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.7.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.7.2 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 Notwithstanding anything to the contrary in this Call-Off Contract, the Parties may not change or improve the Deliverables in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations and processes.

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Call-off Schedule 5 (Pricing Details)

Part A – Fixed Fee Pricing

This part of this schedule shall apply where the Fixed Fee Pricing option is selected in the Order Form.

1. Calculation Of The Charges

1.1 The fixed fee Charges shall be:

1.1.1 calculated on the basis of the rates and prices specified in the Fixed Fee Pricing Matrix as submitted at Further Competition, and based on the principles in Annex 1;

1.1.2 paid in respect of Service Months for full and proper performance by the Supplier of its obligations under the Call-Off Contract; and

1.1.3 paid by way of monthly payments ("Monthly Payments") which shall be calculated in accordance with paragraph 1.2 below.

1.2 Subject to paragraphs 1.3 and 1.4 below, the Monthly Payment (MP_n), in respect of a Service Month "n" shall be calculated in accordance with the following formula:

where:

MP_n is the Monthly Payment to be determined in respect of the Service Month "n";

BMP_n is the Baseline Monthly Payment for Service Month "n" which is calculated in accordance with paragraph 2 below;

PTC_{n-1} is the Pass Through Costs due in respect of the Previous Service Month which is calculated in accordance with paragraph 3 below;

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WO n-1 is the total price for Work Orders which have been completed in the Previous Service Month which shall be calculated in accordance with paragraph 4 below;

TRP n-1

is the monthly TUPE risk premium payable for the Previous Service Month calculated in accordance with Call-Off Schedule 6 (TUPE Surcharge) ("Monthly TUPE Risk Premium") and

PAn-1 is the KPI Credit in respect of the Previous Service Month off set against the Earn Back Amount due (if applicable) for the current Service Month (or where the Order Form states that KPIs are not applicable then PAn-1 shall be deemed to be £0).

1.3 The Monthly Charge due in the final Service Month during the Contract Period will be calculated in accordance with the following formula which will supersede the formula in paragraph 1.2 above (and all terminology used in the following formula will have the same meaning as provided for in paragraph 1.2 above):

1.4 Following the final Service Month during the Contract Period a balancing payment will be calculated to account for:

1.4.1 the KPI Credit calculated in respect of the final Service Month;

1.4.2 the Pass Through Costs incurred within the final Service Month;

1.4.3 the Monthly TUPE Risk Premium payable in respect of the final Service Month;

1.4.4 any Earn Back Amount payable in respect of the final Service Month; and

1.4.5 the total price for Work Orders which have been completed in the final Service Month,

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and such balancing payment will be paid to, or deducted from, the sums due to the Supplier following the assessment of the Supplier's performance in the final Service Month.

1.5 The Baseline Monthly Payment shall include all costs and expenses relating to the Deliverables and/or the Supplier's performance of its obligations under this Call-Off Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance except in relation to any amounts which are expressly recoverable as part of a Work Order payment or Pass Through Cost.

2. Baseline Monthly Payment

2.1 The baseline monthly payment ("Baseline Monthly Payment") payable in respect of a Service Month shall be set by reference to the Fixed Fee Pricing Matrix as submitted at Further Competition.

3. Pass Through Costs

3.1 Where the Order Form indicates that the Supplier is entitled to claim Pass Through Costs then:

3.1.1 only those types of Pass Through Costs set out in the Order Form shall be recoverable;

3.1.2 the Pass Through Costs shall only be recoverable where they are incurred in accordance with the guidelines that the Buyer may issue to the Supplier from time to time;

3.1.3 the Supplier shall not be entitled to charge any additional amount on top of the Pass Through Costs including any margin, mark up or uplift costs; and

3.1.4 any claim for Pass Through Costs shall be supported by such documentation as the Buyer may request from time to time.

4. Work Orders

4.1 The price for Work Orders shall be calculated using the mechanism set out in Schedule 25 (Billable Works & Projects).

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5. Indexation

5.1 Any amounts or sums in this Call-Off Contract which are expressed in the Order Form to be "subject to Indexation" shall be adjusted in accordance with the provisions of this Paragraph 5 to reflect the effects of inflation.

5.2 Where Indexation applies, the relevant adjustment shall be:

5.2.1 applied on the dates set out in the Order Form (each such date an "Adjustment Date"); and

5.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Payment Index published since the previous Adjustment Date.

5.3 Except as set out in this Paragraph 5, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations.

5.4 If the Payment Index has not been published for the relevant month as required for this calculation then the last published value of the index available at the Adjustment Date shall be used.

5.5 Where the Payment Index is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

6. Pricing For Variations

6.1 In addition to the process outlined in paragraph 24 of the Core Terms, any change in the Charges in relation to a change in the number of buildings within the Buyer Premises or changes to a Deliverable, shall be aligned with and shall use the rates and prices set out in the Fixed Fee Pricing Matrix as submitted at Further Competition, where applicable.

6.2 The Supplier shall be entitled to include the effect this has had on other elements of the Call-Off Contract within any impact assessment which is provided as

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part of any associated Variation Procedure. The Buyer will consider this as part of the Variation Procedure.

6.3 The Supplier is responsible for ensuring that a Data Validation and Asset Verification Audit is undertaken and completed during the Mobilisation Period to verify the Due Diligence Information. Call-Off Pricing revisions for any / all inaccuracies in the Due Diligence Information identified outside of the Mobilisation Period are not permitted.

6.3.1 Notwithstanding Clause 2.8 of the Core Terms, where errors, inaccuracies or omissions in the Service or Asset data provided by the Buyer prior to signature of a Call-Off Contract are identified by the Supplier during the Call-Off Contract Mobilisation Period, the following shall apply:

6.3.1.1 Where Services under a Call-Off Contract have been priced in accordance with the maximum Framework Price unit-of-measure rate (i.e. the capped rate) under Framework Schedule 3, the Supplier may, using the Variation procedure, request an adjustment to the Call-Off Contract pricing where the Supplier can present written evidence that the Standard Service Pricing classification for the Service, which was provided by the Buyer prior to entering into the Call-Off Contract, was incorrect;

6.3.1.2 Where Services under a Call-Off Contract have been priced beneath the maximum Framework Price unit-of-measure rate under Framework Schedule 3 (i.e. a more competitive rate has been submitted by the Supplier based on data provided at Call Off) , the Supplier may, using the Variation procedure, request an adjustment to the Call-Off Contract pricing where the Supplier can present written evidence that the Due Diligence Information provided by the Buyer prior to entering into the Call-Off Contract contained errors, inaccuracies or omissions that led to incorrect pricing by the Supplier. Where a variation is agreed the Call Off price shall not exceed the capped unit-of-measure rates provided at Framework; and

6.3.1.3 Where Services where no Framework Contract Pricing unit-of-measure rate applies are ordered under a Call-Off the Supplier may, using the Variation procedure, request an adjustment to the Call-Off Contract pricing where the Supplier can present written evidence that the Due Diligence Information provided by the

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Buyer prior to entering into the Call-Off Contract contained errors, inaccuracies or omissions that led to incorrect pricing by the Supplier.

7. Changes To Minimum / Living Wage

7.1 Notwithstanding Clause 24.5 (Change in Law) of the Core Terms, where the Supplier can provide evidence in the form of an Impact Assessment that a percentage increase to the Mandatory Wage in a given period has exceeded any percentage increase for the same period in the Payment Index detailed in the Order Form, the Supplier may request an increase in the Charges by using the Variation process under Clause 24.

7.2 Suppliers must include in their Impact Assessment evidence of the:

7.2.1 Supplier Personnel affected by the Mandatory Wage Increase and the Services that they provide;

7.2.2 affected Supplier Personnel's current hourly rate of pay; and

7.2.3 the number of hours worked by each of the affected Supplier Personnel.

7.3 It is the Buyer's discretion to accept the Variation request under this Paragraph 7 and must not accept any variation request that:

7.3.1 exceeds the difference between the Indexation Rate and the current Mandatory Wage rate increase for each member of the Supplier Personnel affected by the Mandatory Wage increase;

7.3.2 seeks to increases in the Charges which go beyond the Services affected by the Mandatory Wage increase; and

7.3.3 increases the Charges in respect of those Supplier Personnel on an hourly rate already in excess of the Mandatory Wage (whether or not to maintain differentials between the affected Supplier Personnel and higher paid Supplier Personnel).

8. Invoicing

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8.1 In addition to its obligations in Clause 4 in the Core Terms (Pricing and payments) the Supplier shall ensure that each invoice it prepares in relation to the Charges:

8.1.1 specifies the period to which the invoice relates;

8.1.2 specifies the Deliverables to which the invoice relates;

8.1.3 sets out the calculations used to reach the amount of the Charges that are being invoiced;

8.1.4 separately itemises any expense or taxes said to be payable by the Buyer; and

8.1.5 specifies the Supplier's VAT code.

8.2 The Supplier shall prepare a draft of each invoice and supporting information for each Service Month and submit it to the Buyer within 14 days (or such other period as the Buyer agrees) following the start of the Service Month. Following receipt of such draft invoice the Buyer shall be entitled to reject it where it does not comply with the requirements of this Call-Off Contract. The Supplier will promptly respond to any queries that the Buyer has in relation to a draft invoice. If the Buyer approves the invoice (such approval not to be unreasonably withheld) then it will notify the Supplier and the Supplier shall be entitled to prepare a final form of that invoice in the approved form. The Supplier shall only be entitled to issue and the Buyer shall not be obliged to pay for any final form invoice which has been issued in accordance with this Call-Off Contract and specifically this procedure.

9. Extension Period

9.1 In the event that the Buyer exercises its right under clause 10.1.2 of the Core Terms to extend the Call-Off Contract for the Extension Period, the pricing methods and payment provisions set out in the Call-Off Schedule 5 Part A shall continue to apply for the duration of the Extension Period.

10. Payments Due On Termination

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Model Version: v3.8

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10.1 Upon termination of the Contract by the Buyer in accordance with clause 10.2.2 Core Terms (and for the avoidance of doubt including partial termination under 10.7), the amount that is due for payment will be as set out below:

10.1.1 the Charges for Deliverables which have been properly provided by the Supplier in accordance with the terms of the Contract;

10.1.2 any reasonable and proven direct costs incurred by the Supplier for removing Supplier Equipment and/or demobilising;

10.1.3 any reasonable and proved unrecovered investment costs directly applicable to the provision of the Deliverables, if applicable; and

10.1.4 any other Costs reasonably incurred in expectation of completing the whole of the Services and any amounts retained by the Supplier,

provided that such amounts shall only be recoverable if and to the extent that the Supplier has used all reasonable endeavours to minimise them.

Part B - Target Cost pricing

This part of this schedule shall apply where the target cost pricing option is selected in the Order Form

1. Calculation Of The Charges

1.1 The Target Cost Charges shall be:

1.1.1 calculated on the basis of the rates and prices specified in the Target Cost Pricing Matrix as submitted at Further Competition;

1.1.2 paid in respect of Service Months for the costs incurred by the Supplier of its obligations under the Call-Off Contract; and

1.1.3 paid by way of Monthly Payments which shall be calculated in accordance with paragraph 2 below.

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1.2 In addition to the target cost Charges, the Supplier shall be entitled to raise an invoice in each Service Month, for Work Orders it has completed in the previous Service Month and such Charges shall be calculated in accordance with paragraph 5 below.

2. Target Costs

2.1 The Supplier shall only be entitled to recover costs under this paragraph in respect of:

2.1.1 direct employment costs of people employed by it;

2.1.2 direct costs of materials supplied by it in connection with provision of the Deliverables;

2.1.3 deliverables which are sub-contracted; and

2.1.4 any equipment required for the provision of the Deliverables (including any amounts paid for hired equipment and an amount for the use of equipment owned by the Supplier which is the amount the Supplier would have paid if the equipment had been hired).

2.2 The Supplier shall not be entitled to recover, as part of its cost assessment (or recover on any other basis) any of the following:

2.2.1 costs which are not justified by the Supplier's accounts and records;

2.2.2 costs which should not have been paid to a Subcontractor or the Supplier in accordance with the Call-Off Contract;

2.2.3 cost of materials or resources not used to provide the Deliverables;

2.2.4 amounts in respect of events which the supplier is required to insure under this Call-Off Contract or other amounts paid by the Supplier to insurers;

2.2.5 costs for preparation for and conduct of formal dispute resolution proceedings.

2.2.6 works completed in month

3. Target Price

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3.1 The Target Price shall be as set out in the Target Price Pricing Matrix as submitted at Further Competition and the maximum margin which can be added to the Target Costs in order to calculate the Target Price shall be capped at the maximum percentage set out in the Order Form.

4. Payment Of Target Cost And Target Price

4.1 In respect of the Deliverables provided on a target price basis in a Service Month "n":

4.1.1 the Supplier shall calculate the amount claimed in respect of such Service Month which shall include:

4.1.1.1 the costs incurred for such Deliverables in the Service Month;

4.1.1.2 the KPI Credit due in respect of the Deliverables provided in the Previous Service Month set off against the Earn Back Amount due (if applicable) for the current Service Month (or where the Order Form states that KPIs are not applicable then PAn-1 shall be deemed to be £0).

4.1.2 submit a claim to the Buyer for the amount claimed within 14 days following the end of the Service Month n (any costs not claimed by such date shall not be eligible for claim in that Service Month and instead should be submitted in the following Service Month);

4.1.3 the Supplier shall state the basis on which all amounts claimed are calculated and provide all such evidence as the Buyer may request from time to time and without limit the Supplier shall provide:

4.1.3.1 evidence of hours worked;

4.1.3.2 proof that payments have been made;

4.1.3.3 evidence that the costs correspond with the Deliverables provided;

4.1.3.4 equivalent evidence for any costs incurred by any Subcontractors;

4.1.3.5 such other records as stated in the Order Form.

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4.1.4 all costs claimed by the Supplier shall be calculated at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered;

4.1.5 if the Buyer intends to pay less than the claimed amount, it shall notify the Supplier not later than 7 days before the due date for payment of that amount by stating the amount considered to be due and the basis upon which that sum is calculated;

4.1.6 the Buyer shall not withhold payment of a claimed amount unless it has notified the Supplier in accordance with paragraph 4.1.4 above; and

4.1.7 the maximum amount which can be claimed by the Supplier shall be capped at the Target Price; and

4.1.8 where the actual costs incurred are less than the agreed Target Cost than the actual price paid shall be assessed in accordance with paragraph 4.2 below.

4.2 Following the completion of Deliverables provided on a target price basis, the Buyer shall assess the total price to be paid and it shall be calculated in accordance with the following table:

Customer to amend table based on requirements, this may include adding or deleting rows to amend share lines and provide cap on pain / gain

Costs actually incurred	Price to be paid to the Supplier
-------------------------	----------------------------------

Greater than 125% of the Target Cost and less than [insert percentage e.g. 125%] of the Target Cost	Target Price plus [insert percentage e.g. 10%] of the difference between the Target Cost and the actual costs.
---	--

Greater than 100% of the Target Cost and less than [insert percentage e.g. 125%] of the Target Cost	Target Price plus [insert percentage e.g. 50%] of the difference between the Target Cost and the actual costs.
---	--

5. Work Orders

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5.1 The price for Work Orders shall be calculated using the mechanism set out in Schedule 25 (Billable Works & Projects).

6. Invoicing

6.1 In addition to its obligations in Clause 4 in the Core Terms (Price and payments) the Supplier shall ensure that each invoice it prepares in relation to the Charges:

6.1.1 specifies the period to which the invoice relates;

6.1.2 specifies the Deliverables to which the invoice relates;

6.1.3 sets out the calculations used to reach the amount of the Charges that are being invoiced;

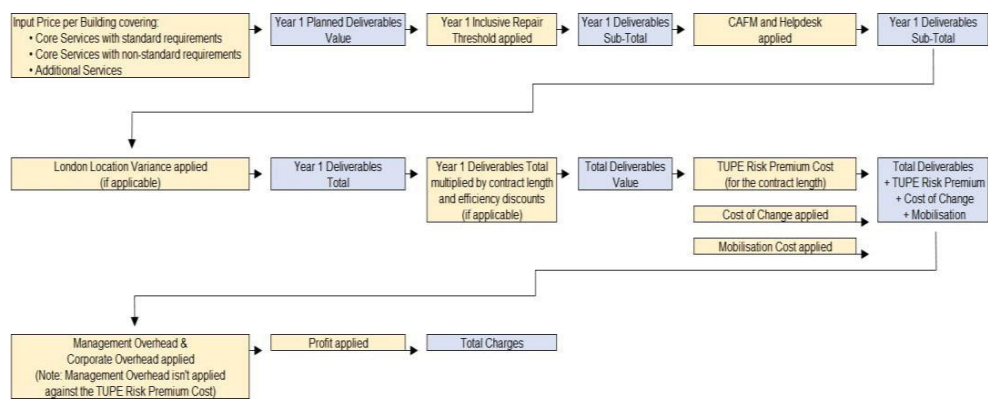
6.1.4 separately itemises any expense or taxes said to be payable by the Buyer; and

6.1.5 specifies the Supplier's VAT code.

6.2 The Supplier shall prepare a draft of each invoice and supporting information for each Service Month and submit it to the Buyer within 14 days (or such other period as the Buyer agrees) following the end of the Service Month. Following receipt of such draft invoice the Buyer shall be entitled to reject it where it does not comply with the requirements of this Call-Off Contract. The Supplier will promptly respond to any queries that the Buyer has in relation to a draft invoice. If the Buyer approves the invoice (such approval not to be unreasonably withheld) then it will notify the Supplier and the Supplier shall be entitled to prepare a final form of that invoice in the approved form. The Supplier shall only be entitled to issue and the Buyer shall not be obliged to pay for any final form invoice which has been issued in accordance with this Call-Off Contract and specifically this procedure.

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Annex 1 – Further Competition Pricing Matrix Principles



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

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"Supplier's Proposals"	9 has the meaning given to it in Paragraph 6.3 of this Schedule;
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2. BCDR Plan

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

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

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- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4. Business Continuity (Section 2)**
 - 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 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;

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- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

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

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

6. Review and changing the BCDR Plan**6.1 The Supplier shall review the BCDR Plan:**

- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.**6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.**

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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.

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- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

10. Optional Clauses

- 10.1 Where a Buyer's Call-Off Contract is a Gold Contract, if specified in the Order Form, the terms at Annex 1 shall apply to the Call-Off Contract in addition to this Call-Off Schedule 8.

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Annex 1: Optional Provisions for Gold Contracts

1. DEFINITIONS

- 1.1 In this Annex 1, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) and Paragraph 1.1 of Call-Off Schedule 8:

“Annual Revenue”	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>1. figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>10 where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
“Associates”	<p>11 means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;</p>
“Class 1 Transaction”	<p>12 has the meaning set out in the listing rules issued by the UK Listing Authority;</p>

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“Control”	13 the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Corporate Change Event”	<p>means:</p> <p>2. any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</p> <p>any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</p> <p>a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</p> <p>payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of</p>

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	<p>the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</p> <p>an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
“Critical National Infrastructure”	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p>

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	<p>3. major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>14 significant impact on the national security, national defence, or the functioning of the UK;</p>
“Critical Service Contract”	<p>15 a service contract which the Buyer has categorised as a Gold Contract or which the Buyer otherwise considers should be classed as a Critical Service Contract;</p>
“CRP Information”	<p>means, together, the:</p> <p>4. Group Structure Information and Resolution Commentary; and</p> <p>16 UK Public Sector and CNI Contract Information;</p>
“Dependent Parent Undertaking”	<p>17 means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;</p>
“Group Structure Information and Resolution Commentary”	<p>18 means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1;</p>

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“Parent Undertaking”	19 has the meaning set out in section 1162 of the Companies Act 2006;
“Public Sector Dependent Supplier”	20 means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
“Relevant Authority” or “Relevant Authorities”	21 means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Subsidiary Undertaking”	22 has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier Group”	23 means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
“UK Public Sector Business”	24 means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
“UK Public Sector / CNI Contract Information”	25 means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1;

Part A: Insolvency Continuity Plan**1. Service Continuity Plan: Section 4 – Insolvency Continuity Plan**

- 1.1 In addition to the sections detailed in Paragraph 2.3 of Call-Off Schedule 8, the BCDR plan shall have a Section 4 which shall relate to an Insolvency Event of the Supplier,

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and Key-Subcontractors and/or any Supplier Group member (the “**Insolvency Continuity Plan**”).

- 1.2 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 1.3 The Insolvency Continuity Plan shall include the following:
 - 1.3.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Sub-contractor personnel and Supplier Group member personnel;
 - 1.3.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
 - 1.3.3 plans to manage and mitigate identified risks;
 - 1.3.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
 - 1.3.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
 - 1.3.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
 - 1.3.7 In addition to the provisions of Paragraph 3.1.1 of Call-Off Schedule 8, Section 1 of the BCDR Plan shall:
 - (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

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- (b) contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
 - (c) detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Service Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 1.3.8 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
 - (a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
 - (b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

Part B: Corporate Resolution Planning

2. Service Status and Supplier Status

- 2.1 This Contract [insert 'is' or 'is not'] a Critical Service Contract.
- 2.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

3. Provision of Corporate Resolution Planning Information

- 3.1 Paragraphs 3 to 5 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Part B:

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- 3.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the Effective Date; and
- 3.2.2 except where it has already been provided in accordance with Paragraph 11.2(a) of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.
- 3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B:
 - 3.3.1 is full, comprehensive, accurate and up to date;
 - 3.3.2 is split into two parts:
 - (a) Group Structure Information and Resolution Commentary;
 - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;
 - 3.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - 3.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 3.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B, the Buyer shall

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procure that the Relevant Authority or Relevant Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Relevant Authority or Relevant Authorities approves the CRP Information or that the Relevant Authority or Relevant Authorities rejects the CRP Information.

3.5 If the Relevant Authority or Relevant Authorities rejects the CRP Information:

3.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

3.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of paragraph 3.3 to 3.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.

3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.

3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Part B if:

3.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was

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- issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 3.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 3.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:
- 3.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress) (if applicable);
- 3.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 3.10;
- 3.8.3 within 30 days of the date that:
- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
 - (b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 3.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of Paragraphs 3.8(a) 3.8(b) or 3.8(c) since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or
 - (b) unless not required pursuant to Paragraph 3.10.
- 3.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in

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Paragraphs 3.8(a) to (d) of this Part B, the Supplier shall provide at the request of the Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Relevant Authority or Relevant Authorities.

- 3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

3.10.1 Aa3 or better from Moody's;

3.10.2 AA- or better from Standard and Poors;

3.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

- 3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 3.8.

4. Termination Rights

- 4.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 3 of this Part B and either:

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- 4.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or
- 4.1.2 the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

5. Confidentiality and usage of CRP Information

- 5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 5.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 5.1 of this Part B and Clause 15 of the Core Terms.
- 5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 3 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

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- 5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
- 5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms
- 5.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Appendix 1: Group structure information and resolution commentary

- 1. The Supplier shall:
 - 1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

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Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:
 - 1.4 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 1.4.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - 1.4.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - 1.4.3 involve or could reasonably be considered to involve CNI;
 - 1.5 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

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Call-Off Schedule 9 (Security)

[Guidance Note: Buyer to Select whether or when Part A (Short Form Security Requirements) or Part B (Long Form Security Requirements) should apply. Part B should be considered where there is a high level of risk to personal or sensitive data.]

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"

the occurrence of:

- 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, 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"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been

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provided by the Supplier to the Buyer and as updated from time to time.

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets" Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;

"Exit Information" has the meaning given to it in Paragraph 3.1 of this Schedule;

"Exit Manager" the person appointed by each Party to manage their respective obligations under this Schedule;

"Exit Plan" the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;

"Net Book Value" the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

"Non-Exclusive Assets" those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;

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"Registers" the register and configuration database referred to in Paragraph 2.2 of this Schedule;

"Replacement Goods" any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Services" any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance" the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Notice" has the meaning given to it in Paragraph

5.1 of this Schedule;

"Termination Assistance Period" the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets" Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable Contracts" Sub-Contracts, licences for Supplier's

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Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets" has the meaning given to it in Paragraph 8.2.1 of this Schedule;

"Transferring Contracts" has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for Contract exit and SOW exit

2.1 The Supplier shall within 30 days from the Call-Off Contract 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' IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

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

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

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SOW and 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 whether this is in relation to one or more SOWs or the Call-Off Contract (the **"Exit Information"**).

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW 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 (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

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- 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) prior to each SOW and no less than every [six (6) months] throughout the Contract Period; and
 - (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - (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.

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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, in the case of the Call-Off Contract and each SOW (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 initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 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

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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 or KPI, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely 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

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

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

8. Assets, Sub-contracts and Software

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

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

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

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

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

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

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

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

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Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

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

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

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

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other 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

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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 13 (Implementation Plan and Testing)**Implementation****1. Definitions**

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

"Delay"	a delay in the Achievement of a Milestone by its Milestone Date; or a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; and
"Implementation Period"	has the meaning given to it in Paragraph 8.1.

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2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan [**Insert** number of days] days after the Call-Off Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance. The Supplier shall appoint:
- 2.5.1 a Supplier Authorised Representative who shall be responsible for the management of the Implementation Plan, to ensure that the Implementation Plan is planned and resourced adequately, and who will act as a point of contact for the Buyer ("**Implementation Manager**"). The Implementation Manager will have a minimum of five (5) years' experience of the booking solutions they are required to implement and appropriate project management qualifications such as PRINCE 2 or equivalent to oversee the entire implementation. The Supplier shall provide evidence of the Implementation Manager's qualifications to the Buyer within five (5) Working Days of the Call-Off Start Date; and

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2.5.2 an implementation team led by the Implementation Manager.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.
- 3.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3.6 In addition, the Supplier shall:
 - 3.6.1 mobilise all the Services specified in the Order Form including Call-Off Schedule 20 (Call-Off Specification);
 - 3.6.2 at the Buyers request, work cooperatively with the incumbent supplier to ensure a systematic, planned and robust transfer of all validated historic data, bookings, active Traveller profiles and management information from the incumbent supplier to the Supplier to ensure continuity of service, which must be updated and uploaded by the Supplier into their system free of charge during the Implementation Period, to the extent permissible by and in accordance with the Data Protection Legislation;
 - 3.6.3 at the Buyer's request, accept all active Traveller profiles and the transfer of all bookings with a travel date greater than 8 weeks from the Call-Off Start Date. Where the travel is to take place within 8 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the current incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion;

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- 3.6.4 for venue find, liaise with the Buyer to, as a minimum:
 - (a) arrange an introductory meeting with the Buyer to establish and identify their refined requirements and agree implementation timescales;
 - (b) obtain annualised spend/volume information;
 - (c) confirm Travel/Expenses/Meeting Policy details;
 - (d) confirm booking method(s) required;
 - (e) refine management information requirements; and
 - (f) confirm payment method(s) required;
- 3.6.5 for venue find, where the meeting is to take place within 12 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion. However the Supplier will give consideration to bookings which are over 12 weeks away and conclude with the Buyer if the event provider's financial penalties associated with cancelling the booking and re-booking with the new supplier is less than retaining the booking with the current Supplier;
- 3.6.6 manage and report progress against the Implementation Plan;
- 3.6.7 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 3.6.8 attend Progress Meetings (the Progress Meeting Frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 3.6.9 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

3.7 The Supplier shall ensure that:

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- 3.7.1 adequate and appropriate resources are available at all times to ensure that Service Levels for the Buyer are not compromised during times of peak demand; and
 - 3.7.2 the implementation process shall allow the Buyer to define its requirements for individuals to register as a Super User/Administrator, Booker only, Self-Booker/Traveller (i.e. Booker is the Traveller), Bookers for immediate colleagues (i.e. small groups <50) or Bookers for large numbers of people.
- 3.8 The Supplier will promptly notify the Buyer of any local amendments required to the Call-Off Contract during the Implementation Period in accordance with Paragraph 6.7 of Call-Off Schedule 20 (Call-Off Specification).

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon it to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer System, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer Authorised Representative, the Buyer must be given

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reasonable notice of such a requirement, except in the case of emergency access.

5. IT & Testing

- 5.1 The Supplier shall ensure that its Online Booking Solutions shall have the capability to properly function with the Buyer System.
- 5.2 The Supplier will consult and work with the Buyer's IT infrastructure and/or network departments during the Implementation Period in order to test the Supplier's Online Booking Solutions. Services may need to be formally assessed, either by the Government Digital Service (GDS) or the Buyer, to confirm that it is being built in a way that meets the Government Digital Service Standard, as set out in <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>.
- 5.3 The Supplier shall provide a test version of the Online Booking Solution to allow the Buyer to test and to ensure compatibility with the Buyer System during the Implementation Period within five (5) Working Days of request.
- 5.4 The Supplier shall ensure a representative sample of Bookers are able to test the booking process for ease of use and systems compatibility and feedback comments to the Supplier. The Supplier shall make any reasonable adjustments to ensure that Bookers have access to the Online Booking Solution and that this meets the Buyer's requirements including in relation to accessibility and security.
- 5.5 During the Implementation Period the Supplier shall provide training to user(s) on the use of the Online Booking Solution, including but not limited to user guides, classroom training, one-to-one training sessions, videos, webinars and road shows, appropriate to the Buyer's location free of charge. The Supplier shall provide a minimum of four days free of charge training sessions to the Buyer per country per year throughout the duration of the Call-Off Contract Period to accommodate new users to the Online Booking Solution.
- 5.6 The Supplier shall provide the support, access and functionality of the Online Booking Solution to the Buyer (including to Bookers and Travellers) via mobile devices such as tablets and smartphones. This functionality must not compromise data security in any way and or increase security risks to the Buyer or the Government. Any security risk will be assessed by the

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security working group comprising of CCS, the Buyer and the public services network and any necessary modifications must be carried out by the Supplier before the Call-Off Start Date at no cost to the Buyer in accordance with, as applicable, Call-Off Schedule 9A (Security) or Call-Off Schedule 9B (MOD Security) of the Call-Off Contract.

- 5.7 The Supplier shall adapt the Online Booking Solution to reflect the Buyer's Travel/Expenses/Meeting Policy(s) during the Implementation Period.

6. What to do if there is a Delay

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

7. Compensation for a Delay

- 7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 7.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

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- (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 7.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

8. Implementation Plan

- 8.1 The Implementation Period will be a [six (6)] Month period.
- 8.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 8.3 In accordance with the Implementation Plan, the Supplier shall:
 - 8.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other framework supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 8.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 8.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

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- 8.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 8.4 The Implementation Plan will include detail stating:
 - 8.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 8.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 8.5 In addition, the Supplier shall:
 - 8.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 8.5.2 mobilise all the Services specified in the Order Form including Call-Off Schedule 20 (Call-Off Specification) within the Call-Off Contract;
 - 8.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure;
 - 8.5.4 manage and report progress against the Implementation Plan;

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- 8.5.5 construct and maintain an Implementation Plan risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 8.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 8.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Delay Payments
[1	[1	[1	[]	[]	[]
<p>The Supplier shall Achieve the Milestones in accordance with this Call-Off Schedule 13 (Implementation Plan and Testing).</p> <p>For the purposes of Paragraph 9.1.2 of this Schedule the Delay Period Limit shall be [insert number of days].</p>					

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure" has the meaning given to it in the Order Form;

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

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

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

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

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

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

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

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- 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;
 - (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 entitled to or does terminate this Contract pursuant to Clause 11.4 (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

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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
- 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

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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 the relevant calculation formula below.

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Annex A to Part A: Lot 1 Service Levels and Service Credits Table

[Guidance Note: The following Service Levels and Service Credits are common to Contact Centre Services as defined in Framework Schedule 1 - Specification, Lot 1. These are included by way of example only and should not be relied upon as default Service Levels.

Service Levels appropriate to the services required should be incorporated at Call-Off.]

LOT 1 Service Levels			Service Credits
Service Level Performance Criterion	Service Level Performance Measure	Service Level Performance Definition	Service Credit applied
[PCA (% calls answered) Weekly/Monthly]			
[PCA (% calls answered) Daily]			—






















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ASA (Average Speed of Answer) Daily	[REDACTED]	[REDACTED]	[REDACTED]
[ASA (Average Speed of Answer) Weekly/Monthly]	[REDACTED]	[REDACTED]	[REDACTED]
[Telephony Availability]	[REDACTED]	[REDACTED]	[REDACTED]
[Call Abandonment Weekly/Monthly]	[REDACTED]	[REDACTED]	[REDACTED]
[CSAT - Volume]	[REDACTED]	[REDACTED]	[REDACTED]
[CSAT - Overall Score]	[REDACTED]	[REDACTED]	[REDACTED]


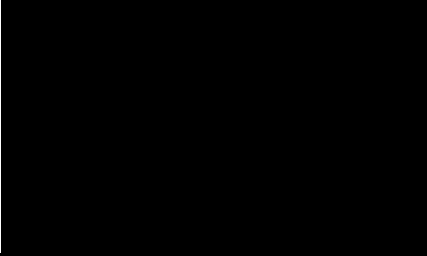





















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[Quality Volume]			
[Quality Attainment]			
[MI Delivery]			
[MI Accuracy]			
[Complaints]			
[Complaints Response]			
[Digital Channel Use]			

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[Web Chat Response]			
[Email Response]			
[Social Media Response]			
[Sending Information]			
[Agent Utilisation]			
[Forecast Hours Daily]			
[Forecast Hours Weekly/Monthly basis]			
[Accurate & Timely Billing]			













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[Agent Pre-Screen]			
[Staffing Ratios]			
[Longest Wait Time]			
[Average Wait Time]			









The Service Credits can be applied on the basis of the following methodology:

Example:

Number of Service Failures	Service Credit %	Service Credit Methodology

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[Failure 1]		
[Failure 2]		
[Failure 3]		
[Failure 4 onwards]		

Annex B to Part A: Lot 2 Methodology for standard Services Levels and Service Credits for Central Government Buyers

The following Service Levels and Service Credits are common to Business Services as defined in Framework Schedule 1 - Specification, Lot 2. These are included by way of example only. Procurement-specific Service Levels should be incorporated, or adjusted, to suit the required delivery of Service required by the Buyer.

For Central Government Buyers, the management of each individual Call-Off Contract will be structured using a common performance measurement approach, which will be maintained and updated from time to time by Government Shared Services in the Cabinet Office (this will be provided at the time of each call-off). This approach will provide a single process for monitoring and management of the contract parameters through a Service Level Agreement with Standard Service Levels and a Performance Indicator regime. The approach described here will be mandated on all Call-Off Contracts with Central Government Buyers. The scope is:

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- To specify the methodology for measurement of performance
- To specify the PIs and associated Service Credits
- To specify the common SSLs across Mandatory & Optional Deliverables which will include:
 1. Payroll accuracy
 2. Invoice accuracy
 3. End-user satisfaction
 4. Government transfers
 5. Mobility of service

This will also set out the specifications for the common PIs, baseline values and maturity model for continuous improvement.

Methodology Scope:

Central Government Buyers will be able to promote SSLs to PIs, to signify that service or process as a core objective of the Call-Off Contract.

All common and additional SSLs will be developed through a common methodology focussed on outcome realisation, utilising, discarding, promotion and demotion mechanisms to reflect changing priorities of the Call-Off Contract . These will use standard, cross- government Performance Indicators and metrics where available.
Methodology:

Buyers may add, remove or replace reasonable additional SSLs to the SLA. This is especially important as the service delivery evolves through the transitional service.

An objective process for ascertaining the level at which such service levels are to be set will be agreed upon such as piloting or a baseline activity. Under this process, the service levels typically would be based on actual supplier performance over a defined sample period and may be linked to:

- A specific improvement plan or initiative
- A change in the way a service or process is delivered
- A new service or process

SSLs for Central Government Buyers will follow the following categories of measurement:

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- Continuous; where performance is measured continuously as a steady state
- Event (multiple); where the extent to which a supplier completes successfully a series of transactions or events
- Event (singular); where the supplier has a defined singular event to complete measured in isolation such as, year end accounting, periodic billing or equipment testing
- Sample; where it is not possible or practical for the supplier to monitor and measure every transaction due to volume or ability. The supplier measures a random sample of a predetermined size and method against the minimum requirement

Service Credits

Service Credits will be accrued through a standard points based system based on degraded service or standards:

Service Credit Process	Measure	Methodology
Binary Service Level	measured by whether the Service Level is a pass or fail	single predetermined number of service points, these can be weighted based on the impact to the minimum not being met regardless of by how much
Tiered Service Levels	measured by the minimum performance, marginal, moderate and severe thresholds for degraded service	service points based on a sliding scale or degraded service thresholds based on value the minimum was

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The value of service credits will be based on the value of services or processes procured through the Framework by a Central Government Buyer by type or category.

Annex C to Part A: Lot 2 Methodology for standard Services Levels and Service Credits Table for Wider Public Sector Buyers

[Guidance Note: Procurement-specific Service Levels should be incorporated, to suit the required delivery of Service required by the Buyer within the Wider Public Sector.]

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer]				

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[Access to Buyer support]				
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The Service Credits shall be calculated on the basis of the following formula:

[Example:

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

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- 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 3.1 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;
 - 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

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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 16 (Benchmarking)**1. DEFINITIONS**

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

"Benchmark Review"

a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;

"Benchmarked Deliverables"

any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;

"Comparable Rates"

the Charges for Comparable Deliverables;

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"Comparable Deliverables"

deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;

"Comparison Group"

a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;

"Equivalent Data"

data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;

"Good Value"

that the Benchmarked Rates are within the Upper Quartile; and

"Upper Quartile"

in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of

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prices for Comparable Deliverables,
are within the top 25% in terms

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

- 3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - (a) carry out a check with the records held by the Department for Education (DfE);
 - (b) conduct thorough questioning regarding any Relevant Convictions; and
 - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

[Insert Relevant Convictions here]

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.

[Insert the Specification]

Worker Engagement Route (including IR35 status)

Where the Buyer has assessed its requirement and it is for resource, the IR35 status of the Supplier Staff in Key Roles must be detailed in this Specification and, if applicable, in each Statement of Work.

CALL-OFF SCHEDULE 22(VEHICLE HIRE TERMS)

Contents:

Framework Ref: RM6265 Vehicle Hire Solutions
Project Version: v1.0
Model Version: v3.8

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Annex A - Vehicle and Equipment Order Form Template

Annex B – Vehicle Types and Availability

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1. Introduction

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

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 Car Share Vehicles;
"Actual Delivery Time"	the time and date on which a Vehicle is delivered to the Buyer;
"Actual Return Time"	the time and date on which a Vehicle is actually returned to, or collected by the Supplier;
"Additional Charges"	the amounts so specified in Call-Off Schedule 5 (Pricing Details) or a Vehicle and Equipment Order relating to all items except Rental Charges and Insurance Charges;
"Breakdown Assistance Provider"	any third party which the Supplier uses, to provide breakdown and roadside assistance services to the Buyer whether in the UK or overseas;
"Buyer's Hire Policy"	a document that outlines the guidelines, rules and behaviours relating to the use of hired vehicles by employees of the Buyer;
	the provision of vehicle hire for which Buyers use a booking system with the capability to reserve Vehicles for hourly

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“Car Share”

periods rather than a whole day or longer. This includes Car Share Dedicated Vehicles, Car Share Mixed Use Vehicles and Car Share Publicly Accessible Vehicles;

mean a membership to a Supplier’s Car Share network that will be required by drivers in order to access Car Share Vehicles;

“Car Share Membership” or “Membership”

Car Share Vehicles kept at the Buyer’s location which are for exclusive use by the Buyer or, if requested by the Buyer, shared with other organisations which are in close proximity to the Buyer’s location;

“Car Share Dedicated Vehicles”

Car Share Vehicles which are for the Buyer’s exclusive use during an agreed period during working hours. Outside of the agreed period, the Supplier may make the Vehicles available to the general public;

“Car Share Mixed Use Vehicles”

Car Share Vehicles available through the Supplier’s Car Share network which are not solely reserved for a single Buyer but can be hired by anyone with Car Share Membership. Vehicles can be rented by the hour and rental durations are capped at a single whole day rate;

“Car Share Publicly Accessible Vehicles”

the provision of standalone technology offered by the supplier to allow the Buyer’s own fleet vehicles to be reserved through the Supplier’s online booking system and facilitate the reporting of Management Information on the use of these vehicles

“Car Share Technology Only”

where the Buyer is its own insurer;

“Crown Indemnity”

the waiver by the Supplier of the Buyer’s liability for theft, loss or damage to the Equipment, subject to the excess stated in Call-Off Schedule 5 (Pricing Details);

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“Collision Damage Waiver”	daily rental of Vehicles under a Call-Off Contract excluding any Car Share Vehicles;
“Daily Rental”	
“Delivery Place”	the place for delivery specified in the Vehicle and Equipment Order;
“Due Delivery Time”	the time and date for delivery specified in the Vehicle and Equipment Order;
"Due Return Time"	the time and date so specified in the Vehicle and Equipment Order for return or collection;
“Equipment”	those devices, machines, tools, technology including Car Share Technology Only set out in Framework Schedule 1 - Specification or as described in the Call-Off Contract;
“Fuel Cards”	means credit cards or prepayment cards that can only be used for purchasing fuel;
"Hire Period"	in relation to a Vehicle, the period commencing at the Actual Delivery Time for that Vehicle and ending at the Actual Return Time for that Vehicle unless extended or terminated early in accordance with this Call-Off Contract;
“Insurance Charges”	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or a Vehicle and Equipment Order relating to insurance;
"Net Book Value"	the value of a Vehicle from time to time being its purchase price less an amount equal to the depreciation Vehicle, calculated on a straight-line basis, at the time a valuation is made;

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“Out of Hours”	means hours outside of 08.00-18.00 Monday to Friday, 09.00 to 12.00 Saturday and Bank Holidays in the UK;
"Rental Charges"	the amount specified in the Call-Off Contract to be paid by the Buyer to the Supplier for hire of a Vehicle(s);
"Total Loss"	any event which, in the opinion of the insurers of the Vehicle renders the Vehicle incapable of economic repair if it is lost, stolen or destroyed;
“Vehicle”	means those vehicles as described in the Vehicle and Equipment Order;
“Vehicle Damage Assessor Report”	means a report estimating Vehicle damage resulting from accidents or similar incident circumstances produced by an ATA (Automotive Technician Accreditation) registered source;
“Vehicle and Equipment Order”	the agreement specifying the Vehicles and 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;
“Vehicle Inspection Form”	is the form either paper or electronic copy that shall be provided by the Supplier with the Vehicle at the commencement of the Hire Period which details information on the condition of the Vehicle, the mileage and level of fuel.

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3 EXCLUSION OF CERTAIN CORE TERMS

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Call-Off Schedule 22 - 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 Vehicle

3.1.5 Clause 10.2.2 does not apply to the Buyer terminating the hire of any Vehicle; and

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

4 VEHICLE AND EQUIPMENT ORDERS

4.1 Each Vehicle and Equipment Order is subject to and incorporates these Call-Off Schedule 22 - 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.

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4.2 The Parties agree that any other terms and conditions (whether or not inconsistent with the terms of the Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must promptly send a confirmation of the Vehicle and 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 Vehicle(s) ordered;

4.3.2 details of any additional extras ordered and any conversion work to be carried out as set out in the Specification;

4.3.3 the delivery and collection details.

4.4 The Supplier warrants that the Vehicle conforms to the Vehicle and Equipment Order, is of satisfactory quality and fit for any purpose held out by the Supplier.

4.5 For the avoidance of doubt, each Vehicle and Equipment Order survives the expiration or termination of both the Call-Off Contract and Framework Contract.

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5 HIRING VEHICLES

5.1 In consideration of the payment of the Rental Charges, Additional Charges and Insurance Charges, the Supplier will supply the Vehicle to the Buyer in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Vehicle and Equipment Order.

5.2 The Supplier shall advise the Buyer on the selection and specification of the Vehicle and, where applicable, any conversion work to be carried out to ensure that the Vehicle is suitable for the requirements of the Buyer.

6 Minimum Age of Vehicles

- 6.1 From the commencement of the Hire Period, and unless otherwise agreed with the Buyer in the Call-Off Contract, the following Vehicle age limits shall apply:
- 6.2 All cars supplied shall be less than 2 years old from the date of first registration.
- 6.3 All vans supplied shall be less than 4 years old from the date of first registration
- 6.4 All minibuses supplied shall be less than 4 years old from the date of registration.
- 6.5 All HGV's supplied shall be less than 7 years old from the date of first registration.
 - 6.5.1 All ambulances supplied shall be less than 7 years old from the date of first registration.
 - 6.5.2 All fire appliances supplied shall be less than 7 years old from the date of first registration.
 - 6.5.3 All police response vehicles supplied shall be less than 4 years old from the date of first registration dependent on category of Vehicle.

7 Hours of Service

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- 7.1 The Supplier shall ensure that its operating hours in relation to the provision of the Deliverables in the UK shall be as a minimum 08:00 to 18:00 Monday to Friday and 09:00 to 12:00 Saturday excluding Bank Holidays.
 - 7.2 Operating hours outside of the UK shall be agreed by the Buyer and Supplier in the Call-Off Contract.
 - 7.3 The Supplier shall provide an Out of Hours service for any delivery or collection of a Vehicle outside of the normal operating hours in the UK.
 - 7.4 The Supplier shall provide an Out of Hours emergency contact number chargeable at a local rate to hire a Vehicle Out of Hours or in the event of the Buyer requiring breakdown or roadside assistance. For International hire, the Supplier's operative shall be able to speak English and the language of the country of use.
- 8 Booking arrangements for Vehicle and Equipment Orders**
- 8.1 The Supplier shall allow the Buyer to place Vehicle and Equipment Orders by telephone and email for standard Vehicles for all rental durations.
 - 8.2 The Supplier shall allow the Buyer to place Vehicle and Equipment Orders through a secure online booking system for standard Vehicles on Lot 1 for hires of up to 27 days.
 - 8.3 The Supplier online booking system shall as a minimum:
 - 8.3.1 have the facility to identify which groups of Vehicle are within or out of the Buyer's Hire Policy
 - 8.3.2 have the ability to block from hire Vehicle (and associated services) outside the Buyer's Hire Policy;
 - 8.3.3 have the facility to enable Buyer line management pre-trip approval where required;
 - 8.3.4 have the facility to distinguish all fuel types, e.g electric, hybrid, diesel and petrol;
 - 8.3.5 have the facility to collect information about multiple drivers.
 - 8.4 The Supplier shall where required, provide training in the use of the online booking system.
 - 8.5 The Supplier shall provide the Buyer with a single unique number (which could be the reservation number) at the time the Vehicle and Equipment Order is placed. This shall be used in all correspondence relating to the Vehicle, including invoicing and reported in Management Information and Data reports delivered to the Buyer as set out in Call-Off Schedule 1 - Transparency Reports.

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- 8.6 If a Vehicle from the group requested by the Buyer as a Daily Rental is not available the Supplier shall use its best endeavours to provide a Vehicle of the same or lower emissions level;**
- 8.7 If an upgrade to a different Vehicle group is provided the Rental Charge applicable to the Vehicle group originally requested by the Buyer shall apply;**
- 8.8 If a Vehicle from a lower group is provided, the Rental Charge from the lower group shall apply;**
- 8.9 The Supplier shall notify the Buyer of any changes to the requested Vehicle 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 Vehicle, the Buyer can cancel the hire without penalty or cancellation charge**
- 8.10 For Daily Rental only, following the acceptance of a Vehicle and Equipment Order, the Supplier shall make vehicles available within the timeframes specified in Annex B (Vehicle Types and Availability).
- 8.11 The Supplier shall notify the Buyer if the availability period (as specified in Annex B (Vehicle Types and Availability) needs to be extended.
- 8.12 With the exception of Car Share Publicly Accessible Vehicles the Supplier shall not refuse to accept any Vehicle and Equipment Orders.
- 8.13 Unless restricted by the Supplier's insurance, no minimum age restriction on drivers shall apply to the supply of vehicles for hire. The Supplier shall notify the Buyer if the Supplier's insurance imposes a minimum age restriction on drivers prior to commencement of the Call-Off Contract.
- 8.14 Where requested by the Buyer, the Supplier shall use the Buyer's or a third party's online booking system. The Supplier shall provide electronic access to receive Vehicle and Equipment Orders from the Buyer or third party (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).

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9 Confidentiality/Enhanced Security

9.1 Where requested by the Buyer, the Supplier shall:

- 9.1.1 supply Vehicles for use in covert operations e.g. have the appearance of being used for other purposes or have signage or livery attached.
- 9.1.2 supply a replacement Vehicle at short notice, within a timescale to be agreed in the Call-Off Contract;
- 9.1.3 keep the driver and Buyer's details anonymous so as not to disclose their true identity;

10 Delivery

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- 10.1 The Supplier shall supply the Vehicle to the Delivery Place at or before the Due Delivery Time. The Supplier shall provide the driver with all relevant information to allow the driver to become familiar with the Vehicle's operation including the type of fuel used.**
- 10.2 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 Vehicle**
- 10.3 Where representatives of the Buyer are unavailable at the Actual Delivery Time, the Supplier must leave a Vehicle Inspection Form in the Vehicle, for the attention of the driver, clearly showing where any damage, however slight, already exists on the Vehicle. Where the driver is not present at the Actual Delivery Time, the Supplier must provide written familiarisation details with the Vehicle.**
- 10.4 When requested to deliver to a Delivery Place which is a chargeable parking area, 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.**
- 10.5 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Buyer) the Delivery Place is a well-lit and secure area.
- 10.6 The Buyer can at its sole discretion reject a Vehicle which is not as described in the Vehicle and Equipment Order and/or in respect of which the Vehicle Inspection Form does not include the required information. Where the Buyer rejects a Vehicle the Supplier shall provide a suitable replacement within a timescale to be agreed with the Buyer.

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10.7 The Supplier shall provide courtesy transport to and from their rental outlets within airports when arriving or departing from an airport in the UK or overseas during Work Hours.

10.8 The Supplier shall provide a meet and greet service if the Supplier's rental outlet is not located at the airport.

11 Collection

11.1 At the Actual Return Time the Supplier shall immediately complete a Vehicle Inspection Form

11.2 The Supplier shall collect the Vehicle at the Due Return Time unless otherwise agreed with the Buyer. The Buyer shall be responsible for up to 6 hours of parking charges commencing from the Due Return Time if it requests collection from a chargeable parking area.

11.3 In the event of a Vehicle being returned late the Supplier shall apply a grace period of 29 minutes before an Additional Charge for late return of a Vehicle is incurred. Additional Charges shall continue to be incurred every day in addition to the standard daily Rental Charges following the Due Return Time until the Vehicle is returned by the Buyer or collected by the Supplier.

11.4 The Supplier shall allow the Buyer to return the Vehicle to an agreed location different from the Delivery Place with prior notification.

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12 Abortive Delivery and Collection Cancellation

- 12.1 In the event that a Vehicle and Equipment Order needs to be cancelled the Buyer shall notify the Supplier, where it is reasonably possible to do so within at least 2 Work Hours prior to the commencement of the Hire Period in the case of Vehicles hired for Daily Rental and Car Share Publicly Accessible Vehicles unless otherwise agreed in the Call-Off Contract.**
- 12.2 Charges shall not apply where the minimum period of notice of cancellation has been given by the Buyer under paragraph 12.1.**
- 12.3 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 Work Hours notice of cancellation.**
- 12.4 In the event where the Buyer has failed to provide notice of cancellation:**
- 12.4.1 in the case of paragraph 12.1 the Supplier shall be entitled to a cancellation charge as set out in Call-Off Schedule 5 (Pricing Details) but which shall not exceed one day's Rental Charge .**
- 12.4.2 The Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's Rental Charge where a Vehicle is not available for collection following a waiting time of 29 minutes.**

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12.5 The Supplier shall notify the Buyer at the time of cancellation of any Charge that shall be incurred due to abortive delivery or collection.

13 Fuels

- 13.1 Unless otherwise agreed with the Buyer the Supplier shall supply all Vehicles with a minimum of a quarter tank of fuel or half charged if an electric Vehicle, less delivery mileage.
- 13.2 The Supplier shall record the level of fuel or charge upon delivery of the Vehicle on the Vehicle Inspection Form.
- 13.3 The Buyer shall return the Vehicle with a like for like level of fuel or charge.
- 13.4 If clear identification of the type of fuel is not shown at the filling point, the Buyer shall not be liable if the Vehicle is re-fuelled with the wrong fuel type. Where the Buyer incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be repaired.
- 13.5 The Supplier shall charge refuelling for petrol and diesel 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. The Supplier shall charge electric recharging in line with the cost per Kwh as defined in a suitable index or as agreed in the Call-Off Contract.

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14 TITLE, POSSESSION AND RISK

14.1 The Vehicle is the property of the Supplier at all times and the Buyer will not have any right, title or interest in or to the Vehicle apart from the right to possess and use the Vehicle in accordance with the Call-Off Contract.

14.2 Subject to paragraphs 14.5 and 14.6 the Supplier's liability for loss or damage to the Vehicle ceases at the Actual Delivery Time.

14.3 The Supplier's liability for loss or damage to the Vehicle shall, unless a different time is agreed in the Call-Off Contract, commence again at the earlier of:

14.3.1 the Actual Return Time, or;

14.3.2 six (6) Work Hours after the Due Return Time.

14.3.3 If the Buyer fails to return the Vehicle by the Due Return Time then it remains liable for loss or damage to the Vehicle until a new return time is agreed.

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- 14.4 The Buyer accepts a Vehicle by signing the Vehicle Inspection Form and the Hire Period for that Vehicle starts at the Due Delivery Time or the Actual Delivery Time, whichever is the later.**
- 14.5 Provided the Buyer notifies the Supplier that the Vehicle is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Vehicle and Equipment Order the Hire Period shall not commence and liability for loss and damage will remain with the Supplier. Once the Buyer notifies the Supplier of non-acceptance, the Parties shall agree a course of action to take. This paragraph also applies to replacement Vehicles.**
- 14.6 Unless the Buyer notifies non-acceptance of a Vehicle in accordance with paragraph 14.5, the Buyer bears the risk of loss or damage to the Vehicle from the time the Supplier's liability ceases until the time the Supplier's liability recommences under paragraphs 14.2 and 14.3. The Buyer does not bear the risk of loss or damage:**
- 14.6.1 caused by the negligence of the Supplier or Supplier Staff; or**
- 14.6.2 while the Supplier has possession of the Vehicle, including for any maintenance.**
- 14.7 The Supplier shall give the Buyer quiet possession of the Vehicle throughout the Hire Period.**

15 Documentation

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15.1 At the commencement of the Hire Period, the Supplier shall provide the Buyer with the Supplier's standard documentation, with all the relevant details completed, consisting of as a minimum:

15.1.1 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;

15.1.2 a Vehicle Inspection Form either in hard copy or, if requested by the Buyer, an electronic version;

15.1.3 all documentation must be in English, except for international Vehicle Hire where documentation must be in English and the language of the country of use.

16 Fines and Penalties

16.1 For road traffic offences where licence endorsements apply such as speeding tickets, the Supplier shall identify the driver and notify the penalties clerk by providing a copy of the Vehicle and Equipment Order. The penalties clerk will in turn redirect the fine to the responsible driver.

16.2 The Supplier shall provide the Buyer with full details of any penalties received within two Working Days of receipt from the relevant authorities.

16.3 For road traffic offences where licence endorsements do not apply such as congestion charges, bus lane charges, parking tickets, the Supplier shall pay the fine on the Buyer's behalf then recharge the Buyer using applicable supporting documentation as evidence.

16.4 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 within two Working Days following receipt of the penalty or charge.

16.5 The Supplier may charge the Buyer a reasonable administration fee for dealing with any penalties incurred by the Buyer.

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16.6 Where the Buyer notifies the Supplier that the Vehicle 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.

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17 Taking Vehicles Overseas

17.1 The Buyer shall not take or allow any Vehicles to be taken out of the United Kingdom without the written consent of the Supplier

17.2 The Buyer shall insure the Vehicle for use overseas. .

17.3 The Supplier shall provide any necessary documentation, overseas driver's pack and other relevant items required for the particular country where the Vehicle is being taken and ensure that it is covered by a relevant breakdown and recovery package.

17.4 The Buyer shall 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.

17.5 The Supplier shall provide a VE103B Hire Certificate **for driving outside the UK to the Buyer for completion by the driver.**

17.6 Where a Vehicle is taken from the UK to another European country, the driver shall return it to the UK on completion of the Hire Period.

17.7 Where convenient to the Buyer, the Equipment shall be returned to the UK to carry out maintenance, alternatively, the Supplier shall appoint a local agent to carry out maintenance.

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17.8 If requested by the Buyer prior to the departure of the Vehicle from the UK, the Supplier shall provide alterations for winterisation requirements to allow the Vehicle to operate legally in all European countries for snow and ice conditions within 48 hours of request.

18 Limits of Use

18.1 While a Vehicle is in its possession, the Buyer shall:

18.1.1 only use the Vehicle for the purpose for which it is intended and not for the driver's personal use unless agreed by the Supplier;

18.1.2 comply with any safety and usage instructions provided by the Supplier;

18.1.3 not alter, tamper with or modify any Vehicle without the Supplier's written consent, which is not to be unreasonably withheld or delayed.

18.1.4 not overload the Vehicle or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;

18.1.5 make sure that only persons qualified to do so operate the Vehicle and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate;

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- 18.1.6 not without the prior written consent of the Supplier, attach the Vehicle to any land or building so as to cause the Vehicle to become a permanent or immovable fixture on the land or building. If the Vehicle does become affixed to any land or building then the Vehicle 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 Vehicle from any land or building;**
- 18.1.7 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in the Vehicle and, where the Vehicle 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 Vehicle 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 Vehicle and a right for the Supplier to enter onto the land or building to remove the Vehicle;**
- 18.1.8 not allow the Vehicle to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Vehicle 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 Vehicle;**
- 18.1.9 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 21; and**

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- 18.1.10 **not use the Vehicle for any unlawful purpose.**
- 18.1.11 **not sell or offer to sell the Vehicle and can only part with possession or control of the Vehicle to an authorised user in the employment of the Buyer.**
- 18.1.12 **not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Vehicle in a manner inconsistent with either the Supplier's interest in the Vehicle.**
- 18.1.13 **keep the Supplier fully informed of all material matters relating to the Vehicle.**
- 18.1.14 **keep the Vehicle in the possession or control of the Buyer.**
- 18.1.15 **allow the Supplier or its duly authorised representative to inspect the Vehicle at all reasonable times and, to enable the Supplier to do so. Unless paragraph 8.1.16 applies the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Vehicle may be located, and must grant reasonable access and facilities for such inspection.**
- 18.1.16 **If the Vehicle is located at premises with Restricted Access, make arrangements with the Supplier to collect the Vehicle from an alternative location which the Supplier is authorised and able to access.**
- 18.2 No mileage restriction shall apply to the hire of Vehicles, unless otherwise agreed with the Buyer.
- 18.3 In the event that the Supplier needs to arrange a Vehicle changeover during the Hire Period, the Supplier shall arrange for it to take place at the convenience of the Buyer. The Buyer shall endeavour to comply with any such request.

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19 Breakdown, Roadside Assistance and Damage

- 19.1 For vehicle hire in the UK, the Supplier shall provide a comprehensive service for breakdown and roadside assistance 24 hours a day 365 days per year (366 days in a leap year) at no additional cost to the Buyer. For vehicle hire overseas or when a Buyer takes a Vehicle overseas, the Supplier shall provide a Vehicle recovery and breakdown service overseas where they are informed by the Buyer in advance.**
- 19.2 Unless otherwise agreed with the Buyer in the Call-Off Contract the Supplier shall ensure that its Breakdown Assistance Provider attends the location of breakdown and roadside assistance calls within 2 hours of the request for assistance.**
- 19.3 The Supplier shall prioritise breakdown and roadside assistance calls from drivers in vulnerable situations.**
- 19.4 In the event of a breakdown or any other occurrence which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:**
- 19.4.1 endeavour to provide a replacement Vehicle of at least the same standard within 2 hours of the request for assistance being made or a timeframe as agreed by the Buyer in the Call-Off Contract; and**
 - 19.4.2 ensure the driver and any passengers and cargo are taken to their requested destination.**

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- 19.5 **The Supplier shall refund to the Buyer the difference between the cost of the replacement Vehicle and the Vehicle replaced where the former is from a lower group. The Buyer shall not be charged for the provision of a replacement Vehicle by the Supplier**
- 19.6 **The Buyer should report any damage to the Supplier as soon as reasonably practicable.**
- 19.7 **The Supplier shall notify the Buyer of any damage to the Vehicle that the Supplier has reasonable grounds for believing has occurred during the Hire Period within 2 Working Days from the end of the Hire Period or within 5 Working Days where a Subcontractor has been used to fulfil the Deliverables.**
- 19.8 The Supplier shall include a full report of any damage to the Vehicle including photographic evidence detailing the Buyer's liability within 60 Working Days of the end of the Hire Period.
- 19.9 The Supplier shall obtain a Vehicle Damage Assessor's Report when requested by the Buyer and supply a copy of the report to the Buyer.
- 19.10 **Where the Buyer accepts liability for damage, the Supplier shall add any costs associated with the relevant Vehicle Damage Assessor's Report to the repair cost.**
- 19.11 Where any claim from a third party arises against the Supplier and the Supplier has reason to believe that the Buyer has liability for such claim, then the Supplier shall:

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19.11.1 **notify the Buyer of any such claim within 2 Working Days 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**

19.11.2 fully cooperate with the Buyer in responding to any such claim

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

19.12.1 **not pursue the Buyer for any payment; and**

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

19.13 Where a Vehicle 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 Vehicle

20 Maintenance

20.1 **The Supplier shall ensure that all repairs are in accordance with manufacturer's recommendations and warranty stipulations.**

20.2 **Subject to repairs and maintenance, the Supplier must make sure that Vehicle downtime is minimised and a replacement Vehicle is provided to reduce the impact on the Buyer and/or the driver.**

20.3 The Supplier shall implement and operate a formal vehicle recall and fault rectification procedure for all vehicles supplied pursuant to the Call-Off Contract including where the Buyer is in possession of a Vehicle.

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20.4 The Supplier is responsible for arrangement and payment for:

20.4.1 routine servicing and maintenance of the Vehicle in accordance with manufacturer's recommendations; and

20.4.2 replacement of consumable parts including but not limited to tyres, windscreens exhausts and brakes.

20.5 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Vehicle is unavailable for use by the Buyer due to a Default.

21 Insurance

21.1 The Supplier shall communicate the terms of its insurance cover to the Buyer where the Buyer is relying on the Supplier's insurance. The Buyer shall comply with the terms of the Supplier's insurance.

21.2 The Buyer shall, unless relying on Crown Indemnity or using the Supplier's insurance:

21.2.1 insure the Vehicle from the Actual Delivery Time and keep the Vehicle insured, unless a different time is agreed in the Call-Off Contract, until the earlier of:

21.2.1.1 the Actual Return Time, or;

21.2.1.2 six (6) Work Hours after the Due Return Time.

21.2.1.3 If the Buyer fails to return the Vehicle by the Due Return Time then it shall insure the Vehicle until a new return time is agreed.

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21.2.2 insure the Vehicle to the full replacement value 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 may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses up to the level of the Excess;

21.2.3 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;

21.2.4 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Vehicle;

21.3 Subject to the Buyer's compliance with the Terms of this Call-Off Schedule 22 (Vehicle Hire Terms) and where the Buyer requests Collision Damage Waiver and third-party liability insurance in the Vehicle and Equipment Order Form, the Supplier shall:

21.3.1 waive the Buyer's liability for loss, damage or theft of the Vehicle, up to any excess amount indicated in the relevant rate schedule; and

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21.3.2 ensure that use of the Vehicle is covered by the Supplier's insurance as required by the Road Traffic Act 1988 or any other applicable insurance legislation in force in any country in which Equipment is operated with the permission of the Supplier subject to the terms and conditions of such policy

21.4 If relying on Crown indemnity the Buyer shall:

21.4.1 meet any liabilities arising out of the use of the Vehicle 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;

21.4.2 in the event of damage to, loss or theft of the Vehicle 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.

21.5 The Supplier must update the motor insurance database (MID) or provide the appropriate data for the Buyer to manage this themselves in respect of the Vehicles at all times in order to meet the requirements of the EU Motor Insurance Directive.

22 Payment and Invoicing

22.1 The Supplier shall facilitate payment by the Buyer of the Rental Charges, Additional Charges and Insurance Charges under a Call-Off Contract under any method agreed with the Buyer in the Vehicle and Equipment Order.

22.2 The Supplier shall facilitate a change in the method of payment where requested to do so by the Buyer.

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22.3 The Supplier shall not charge the Buyer any fees for the use of any payment method or for a change of payment method.

22.4 The Supplier shall have the ability to attribute the cost of each Vehicle and Equipment Order to multiple cost centre codes for each Buyer.

22.5 The Supplier shall provide consolidated invoicing for all Lots where requested by the Buyer.

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23 TERMINATION OF AHIRE

- 23.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of the Vehicle by giving written notice to the Buyer if:**
- 23.1.1 the Buyer fails to pay an undisputed invoiced sum due under a Vehicle and Equipment Order within 30 days of the date of the Reminder Notice;**
 - 23.1.2 there is a default of any terms in 18.1 of this Call-Off Schedule 22 - 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.**
- 23.2 The Vehicle and Equipment Order terminates automatically if a Total Loss occurs in the relation to a Vehicle.**
- 23.3 The Buyer may terminate a Vehicle and Equipment Order without any early termination charge if the Vehicle is within its Hire Period or the Buyer complies with the cancellation terms where the Hire Period has not commenced.**
- 23.4 In the case of Vehicle hire under Lots 3 and 4 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.**

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24 CONSEQUENCES OF TERMINATION

24.1 Where the hire of any Vehicle is terminated under the terms of the Call-Off Contract, the Supplier's consent to the Buyer's possession of the Vehicle will terminate. The Supplier can, by its authorised representatives, retake possession of the Vehicle and subject to paragraph 18.1.6 may enter the Delivery Place or any premises at which the Vehicle is located.

24.2 The Supplier acknowledges and agrees that should the Buyer terminate the hire of the Vehicle prior to the completed payment of the Rental Charges, Additional Charges and Insurance Charges outlined in Call-Off Schedule 5 - Pricing Details, the balance of these costs will be payable by the Buyer.

24.3 When a Vehicle and Equipment Order is terminated and the Hire Period is thereby reduced from the period originally agreed, the Supplier may charge the Buyer at the rate applicable to the actual Hire Period in the Call-Off Schedule 5 - Pricing Details for any outstanding payments and may seek retrospective payment for the difference between the rate previously paid and the correct rate for all days from the commencement of the Hire Period.

25 Car Share Specific Terms

25.1 Car Share Membership and Access Cards for drivers are to be provided free of charge.

25.2 The Supplier shall not apply a minimum age to drivers unless specified by the Supplier's own insurance terms save for where the Supplier is providing Collision Damage Waiver and third-party liability where a minimum age of 21 years shall apply.

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- 25.3 Drivers shall be required to hold a valid driver's licence which is not suspended, confiscated, revoked, expired or otherwise invalid.
- 25.4 The Supplier shall not refuse to accept any Vehicle and Equipment Orders for all Car Share except Publicly Accessible Vehicles where it is recognised that availability is affected by the demand of other users.
- 25.5 In the event that a Vehicle and Equipment Order needs to be cancelled on Publicly Accessible Vehicles, the Buyer shall notify the Supplier, within a minimum of 2 Work Hours prior to the commencement of the Hire Period for Car Share of Publicly Accessible Vehicles. If the Buyer fails to do so the Supplier may charge a cancellation cost as shown in Call-Off Schedule 5 - Pricing Details.
- 25.6 For Car Share Mixed Use Vehicles the penalty for a late return by a Buyer's driver after the end of the agreed period of exclusive use each day and any payment to the Buyer for non-availability of Vehicles due to non-return by third parties shall be agreed by both Parties in the Call-Off Contract.
- 25.7 The Supplier shall provide the option of Fuel Cards or other refuelling methods for Car Share Vehicles. Where Fuel Cards are used, the Supplier shall provide a detailed report on the use of the Fuel Cards each Month.
- 25.8 The Supplier shall be entitled to charge the Buyer for Publicly Accessible Vehicles returned with less than a quarter tank of fuel or for petrol and diesel and for electric Vehicles which have not been correctly plugged in to their charge points.
- 25.9 The Buyer shall ensure that the interiors of the Vehicles are in a clean condition following the end of the Hire Period.
- 25.10 For Car Share Publicly Accessible Vehicles, the Supplier shall charge Buyers Rental Charges by 15 minute increments prorated at the hourly rate.
- 25.11 For Car Share Publicly Accessible Vehicles the Rental Charge includes fuel, insurance, any congestion charges, and a maximum of 60 miles per booking.
- 25.12 For Car Share Mixed Use Vehicles the Rental Charge includes fuel, insurance, congestion charge and unlimited mileage.
- 25.13 For Car Share Dedicated Vehicles the Rental Charge includes congestion charge and unlimited mileage.

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25.14 The Supplier shall not charge the Buyer or the driver any charge except for the Rental Charges, Additional Charges and Insurance Charges specified in Call-Off Schedule 5 - Pricing Details.

25.15 For Publicly Accessible electric Vehicles no charging cost shall apply to the Buyer. The Supplier shall provide in the Vehicle an RFID charge card to operate the charge post allocated to the Vehicle, instructions on how to plug-in and charge the Vehicle and the necessary cable.

25.16 The Buyer must notify the Supplier promptly of any and all damage to the Vehicle

25.17 If agreed with the Buyer, the Supplier may provide Vehicle maintenance services such as cleaning for which the rate in Call-Off Schedule 5 - Pricing Details will apply.

25.18 The Supplier shall not end the Membership of a driver without providing justifiable evidence and first gaining the approval of the Buyer.

25.19 If requested by the Buyer, the Supplier shall provide a designated administration account with access to view Vehicle and Equipment Orders and account activity.

25.20 The Supplier shall provide Management Information reports which include information such as utilisation details; advice to minimise wasted drive time; trip data by driver and Vehicle, cost centre and department. Management Information fields shall be set out in the Call-Off Contract.

25.21 The Supplier shall agree a process for the management of a driver's Membership with the Buyer (e.g. new employees, memberships cancellations etc.) in the Call-Off Contract.

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

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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26.1 For Car Share Technology Only, the Supplier shall:

- 26.1.1 install standalone technology to make the Buyer's own vehicles available to book alongside the Supplier's Car Share Vehicles via the Supplier's Car Share online booking system and enable all Car Share features such as keyless Vehicle entry and Management Information data capture. The installation of the Car Share Technology Only cost will be priced at Call-Off Schedule 5 - Pricing Details.
- 26.1.2 allow the Buyer's own vehicles to be available for booking by a driver using the online booking system together with any other Vehicles made available by the Supplier.
- 26.1.3 for Buyer's own vehicles where standalone technology has been installed, provide a full Membership service to the Buyer identical to the Supplier's Car Share Vehicles as part of monthly management information and continue to enable all Car Share features. The Buyer shall pay a monthly Charge per Vehicle for these ongoing Deliverables as shown in Call-Off Schedule 5 - Pricing Details.
- 26.1.4 ensure that the technology equipment shall not cause any damage to the Buyer's own vehicles either on installation or removal. The technology equipment installed in the Buyer's own vehicles remains the property of the Supplier at all times.
- 26.1.5 If agreed with the Buyer, at no extra cost, offer monitoring of the Buyer's own vehicles to include low battery; follow up calls to the relevant driver in the event of a late return and liaison with any driver with a subsequent reservation affected by the aforementioned late return of a Buyer's own vehicle;

26.2 The responsibility for maintenance of all the Buyer's own vehicles maintenance remains with Buyer;

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26.3 The Buyer will use its own insurance solution for all of its own vehicles unless otherwise agreed at Call-Off Contract.

26.4 The Buyer will use its own breakdown service provider for all of its own vehicles unless otherwise agreed at Call-Off Contract.

26.5 The Buyer will inform the Supplier if its own vehicle is to be made unavailable for bookings by drivers.

26.6 Upon termination of the Call-Off Contract, the equipment will be removed by the Supplier authorised personnel only within 1 week of termination.

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Annex A

Vehicle and Equipment Order Form Template

[Buyer guidance: This Vehicle and Equipment Order Form Template, when completed and executed by both Parties, forms a Vehicle and Equipment Order under a Call-Off Contract. A Vehicle and 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 the Vehicle and Equipment Order.

ORDER REFERENCE: **[Insert Buyer's Vehicle and 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 Vehicle and/or Deliverables which are the subject of the Call-Off Contract. For example:

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Vehicle: [Insert Description of Vehicles]

Quantity: [Insert Number of items]

Additional Deliverables: [[Insert Description of any additional Deliverables]

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

Collection place: [Insert the address where the Vehicle is to be collected by Supplier / returned by Buyer]

HIRE PERIOD

The Hire Period shall be the period of [Insert [] time and date from the Actual Delivery Time

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until the Due Return Time which is **[Insert[]** time and date.

PRICE AND PAYMENT

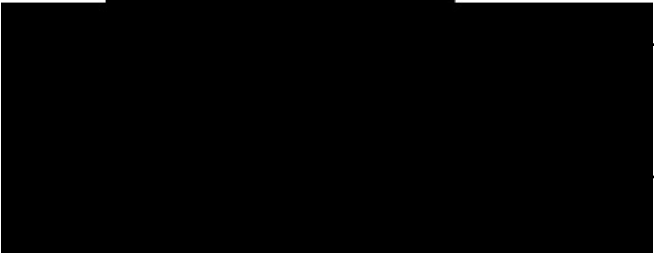
Rental Charges payable by the Buyer **[Insert** amount payable (excluding VAT)]

Additional Charges payable by the Buyer **[Insert** amount payable by the Buyer (excluding VAT):

Insurance Charges payable by the Buyer **[Insert** amount payable (excluding VAT)]

For and on behalf of the Buyer:

DocuSigned by:



Date Signed:	18/	2024
Date		

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For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

Annex B (Vehicle Types and Availability)

SINGLE VEHICLES TO ENTIRE FLEETS

LIGHT COMMERCIAL VEHICLES

FIX & FLEX ORDER FORM



Enterprise 7

Framework Ref: RM6285 Vehicle Hire Solutions
Project Version: 1.0
Model Version: v3.8

LCV Fix & Flex with Maintenance Order Form

In partnership with:



Date:

15th April 2024

Presented by:

[Redacted signature]

Customer Order Number:

UKHSA-01

Fixed Term Hire agreement dated 21/02/2024 (“the Agreement”) between

1. Enterprise Rent-A-Car UK Ltd T/A Enterprise Flex-E-Rent whose registered office is situated at Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB (registration number 2946689) and whose place of business is at Flex-E-Rent House, Knights Way, Battlefield Enterprise Park, Shropshire, Shrewsbury, SY1 3AB (“Enterprise” which expression includes its assigns and successors in title).
2. UK Health Security Agency whose registered office is situated at UK Health Security Agency, 5th Floor, 10 South Colonnade, London, E14 4PU and whose company registration number is 08298515 (the “Customer” which expression includes its successors).



Enterprise Flex-E-Rent

Over the last 60 years, Enterprise has grown from humble beginnings to a worldwide fleet of over 2 million vehicles, including cars, vans, trucks, specialist commercial, temperature controlled and accessible vehicles.

The foundation for this growth has been our firm commitment to put each customer's needs at the very heart of everything we do, investing in the people, services and technology that keeps their business moving.

We may have started out as a car rental company but, as our customers' needs changed, we changed with them, expanding both the size and diversity of our fleet and building a nationwide network of support.

With the acquisition of Burnt Tree Vehicle Rental in 2014, SHB Hire in 2019 and Walker Vehicle Rental in 2021 Flex-E-Rent has grown into one of the largest and most diverse commercial vehicle rental providers in the UK and plays a key role in helping to complete the mobility picture, combining the specialist knowledge and vehicles from both businesses to write a new chapter in the Enterprise story.

As we continue to grow and develop in line with our customers' needs, we are even better positioned to help commercial fleet operators move the people, goods and services that matter to their business and ours.

Making a Difference to Your Business

Whether your vehicles are large or small, bulk standard or highly specialist, you need a partner who understands the direct link between the reliability of your fleet and your company's profitability.

At Enterprise Flex-E-Rent, we believe this means more than simply using our scale and resource to deliver the vehicles you need, when and where you need them. After all, that's no more than you'd expect and is really nothing out of the ordinary (or at least it shouldn't be).

Making a real difference to your business is all about taking the time to understand how you operate, what's important to you right now, and how this might change in the future.

Then, by combining our specialist knowledge with a clear understanding of your business needs, we can deliver a service that's based on flexibility, expertise and a total commitment to customer service at every level.

Yours sincerely,

[Redacted signature]

Pricing

Vehicle Type	Vehicle Specification	Quantity	Ancillary Equipment	Ancillary Cost per Vehicle	Flexible Rate per Vehicle	Fixed Rate per Vehicle
Ford Transit 350 L4 RWD or similar Luton Box with Tail Lift	N/A	1	N/A	N/A	██████	██████
			Total Weekly / Monthly Cost (incl. Ancillaries)			Total Cost £1776.93
Enterprise Supplying Depot			West London			

Hire Term	48 Months
Annual Mileage Limit	██████ per annum
Excess Mileage Charge per mile/ Km	██████ per mile
Payment profile	1 month in advance followed by 47 monthly payments via BACS
Annual Increase Calculation	Fixed
Government Registration Tax on all new Vehicles	£55 per Vehicle
Rentals payable after agreed period (Informal Extension)	n/a
Informal Extension Rate (Calculated as Flexible Rate at the time + 20%)	Current Flexible Rate + 20%

1. All prices exclude VAT and insurance and are based on 52-week continuous hire per annum.
2. Specification and pricing based on current availability and capital cost and are valid for 30 days.

Inclusions:	
Delivery & Collection	██████
24/7 Maintenance & Breakdown Cover	██████
Fair Wear & Tear of Tyres	██████
Road Fund Licence	██████
Replacement Vehicle Cover within 24 hours of Vehicle being off the road (Mon-Friday). Relief Vehicles may not be the same specification as the Vehicle which is off the road.	██████

Order Terms

1. Vehicles can be returned at any time during the agreed Hire Term stated above subject to providing Enterprise 14 days' notice and a termination fee equivalent to 14 days hire at the current Fixed Rate will be applied.
2. Vehicles returned prior to the expiry of the Hire Term will be charged retrospectively at the Flexible Rate for the actual period of hire, with the difference between the Fixed Rate for such period and the Flexible Rate at the time off-hire for such period becoming payable on demand, by the Customer.
3. At the end of the agreement if the Vehicle is not returned the hire will continue until the Vehicle has been collected/returned to Enterprise, on an informal extension basis at the Informal Extension Rate. (Enterprise reserve the right to request the return of Vehicles during this period).
4. Any increase in mileage above the Annual Mileage Limit shall incur an Excess Mileage Charge.
5. Where a Vehicle is returned prior to the expiry of the Hire Term, any outstanding Ancillary Cost will be payable by Customer on a pro rata basis for the full Hire Term.
For example, if a Vehicle is returned after 18 months into a 36-month fixed-term hire the remaining 50% of the Ancillary Cost stated above is payable.
6. In the event of the Agreement being terminated by the Customer prior to delivery of the Vehicle(s), Customer shall reimburse Enterprise for any reasonable cost incurred by Enterprise under or in connection with Agreement. Any Advance Rental Payments under the Agreement may be retained by Enterprise to cover such costs.
7. Vehicles are delivered on a 'same to same' fuel level basis, or if requested with full tank of fuel charged at first invoice. (see current fuel policy for the applicable rate).
8. Customer shall pay Enterprise upon demand the applicable Total Weekly / Monthly Cost in addition to the Ancillary Cost for each Vehicle and all other amounts owed under a rental agreement, including without limitation where applicable, amounts arising from traffic violations, tolls, parking fines and fees and other optional equipment, etc.
9. Advance Rental Payments shall be paid prior to any Vehicles and Ancillary Equipment being ordered by Enterprise.
10. Payment should be made by direct debit, if a direct debit is cancelled or payments are late then Enterprise retains the right to revert the Vehicle hire rate to the Flexible Hire Rate at the time.
11. Except as otherwise required by law, Customer shall maintain the confidentiality of the Pricing offered to Customer and all other terms of the Agreement, including but not limited to the Account Number(s) assigned to Customer and shall require that its employees do the same. Such requirement of confidentiality survives termination of the Agreement for any reason. Enterprise and may share information provided by Customer to Enterprise with any their respective affiliates and franchisees.
12. Neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.
13. Enterprise shall not be liable in contract, tort, negligence, or otherwise under or in connection with this Agreement for any loss of revenue or profits, loss of goodwill, or for any indirect or consequential losses of Customer.
14. Customer shall adhere to the rental terms (found at <https://www.enterprise.co.uk/content/dam/eu-business-rental/2022.03.28%20FER%20Rental%20Terms.pdf> ("Rental T&Cs")) for each Vehicle hired under the Agreement.
15. The Agreement and all claims arising out of or related to the Agreement are governed by the substantive laws of England, and the parties shall bring any claim or action arising under the Agreement only in the courts of England and Wales.
16. Specification, pricing and anticipated delivery date are based on manufacturer's availability, its target delivery date and the quoted charge(s) on the date of execution of this Order by both parties. By the time of actual delivery from the manufacturer, if the actual charge(s) are greater than the provisional quote provided in this Order Form, then Enterprise shall continue to fulfil the Order and may charge, and the Customer shall pay, the manufacturer's increased charges(s) which are deemed accepted by the Customer. Notwithstanding agreement of a delivery date, such delivery date can be varied by the manufacturer or Enterprise. Enterprise shall not be liable for any costs incurred by the Customer as a result of such a variation.
17. Enterprise reserves the right to re-assess the credit risk of the Customer prior to the start of, and at any time during, the Agreed Hire Period. Where Enterprise assesses that the Customer is at risk of being unable to make any payment to Enterprise under this Order

then Enterprise may cancel the related Order prior to the delivery of the Vehicle, or, if the Vehicle has already been delivered to the Customer, recover the Vehicle. Under such circumstances, Enterprise shall have no further liability to the Customer in respect of such cancelled Vehicle.


The contents of this Order and any other information provided by Enterprise related to this quotation, is Enterprise's confidential information and should not be disclosed to any third parties or used for any purpose other than for consideration of the quotation. All such confidential information must be destroyed, deleted or returned following assessment of the quotation or otherwise on request from Enterprise. Disclosure of such information contrary to the foregoing would result in immediate and irreparable harm to Enterprise, whom, under such circumstances, reserves all its rights to pursue any legal remedy.

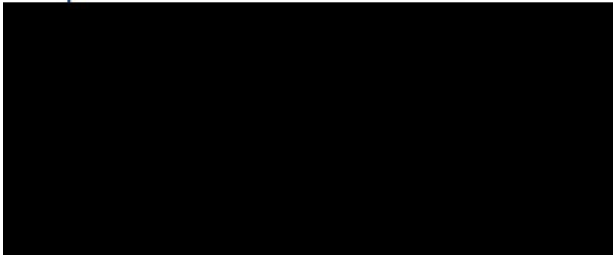
Customer confirms receipt and acceptance of these Order Terms and the Rental T&Cs. ☐

Payment Profile	1+37 Payment profile in advance
Advance Rental Payments	£1776.93
Date Advance Rentals to be Paid	TBA
Contact Name for Customer Accounts	
Contact Number for Customer Accounts	
Contact Email for Customer Accounts	
Customer Kerridge Account Number	

1. Please note on a 1+ profile the Advance Rental Payment becomes the last Total Monthly/Weekly Cost and a further Total Monthly/Weekly Cost is due on delivery of Vehicles.

Signed on behalf of the Hirer

 DocuSigned by:



Date Signed: 18/4/2024
Job title:

Signed on behalf of Enterprise Flex-E-Rent

Print Name:

Signature:

Job title:

