

# **FRAMEWORK AGREEMENT SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS PART A: SERVICES**

## **1 INTRODUCTION**

- 1.1** Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of UK and International Vehicle Hire Services, Framework Agreement (RM1062). The Framework Agreement shall comprise of 6 Lots as detailed in paragraph 2.1 – Description of Lots.
- 1.2** All UK Central Government Departments and their Arm's Length Body(s) and Non-Departmental Public Body(s) shall be mandated to secure their UK and International Vehicle Hire Services through this Framework Agreement.
- 1.3** The information published in section VI.3 of the OJEU Contract Notice provides a list of the UK Central Government Departments, their Agencies and Arm's Length Bodies and all other Contracting Authority(s) whom shall be eligible to access this Vehicle Hire Framework Agreement. The Framework is also available to the Wider Public Sector. This Framework Agreement shall be managed centrally by the Authority and Call-Off Agreements shall be managed by Contracting Authority(s).
- 1.4** The procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under the Public Contracts Regulations 2015 (as amended) (the "Regulations").
- 1.5** The purpose of this Part A of Framework Agreement Schedule 2 (Services) is to provide a description of the Services that the Supplier shall be required to deliver to Contracting Authority(s) under the lotting structure of this Framework Agreement. Suppliers are also required to provide Account Management including the provision of Management Information for all Call-Off Agreements to the Authority
- 1.6** Any Services listed within this Schedule, but not listed in Framework Agreement Schedule 3 – Framework Prices and Charging Structure, shall be provided free of charge.
- 1.7** This Vehicle Hire Services specification of requirements details the types of Vehicle and associated services for each required Lot.
- 1.8** The provision of Hired Vehicles are intended to be for business use only.
- 1.9** The staff or other representatives of the Contracting Authority(s) are not authorised by the Contracting Authority(s) to utilise the Services for private use, unless stipulated by the Contracting Authority(s). The Supplier shall promptly

notify the Contracting Authority(s) if it becomes aware of any circumstances which indicate that such intention is being breached. The Contracting Authority(s) should immediately notify the Supplier when it becomes aware of such circumstances which indicate that such intention is being breached.

- 1.10** The duration of this Framework Agreement is 36 months with the option at the discretion of the the Authority for it to extend for a further 12 months following the 36 months.

## **2 DESCRIPTION OF LOTS**

- 2.1** The Framework Agreement consists of 6 Lots:

<b>Lot</b>	<b>Description of the Lots</b>
<b>1</b>	<p><b><u>UK Vehicle Hire: Passenger Car's Hire, Light Commercial Vehicles (LCV) Hire, General on road 4 x 4s Vehicles Hire.</u></b></p> <p>For the Hire of standard passenger cars in a range of makes and models, and engine size range. Offering a choice of diesel or petrol, auto or manual transmission, and electric or ultra low emission Vehicles. Light Commercial Vehicles (LCV), up to and including Vehicles with a maximum payload of 3.5 tonnes. Hire Service of on-road 4 wheel drive Vehicles, with electric or manual 4 wheel drive capability.</p> <p>Provision of expert support for Contracting Authority(s) to determine most appropriate Vehicle hire solutions, including best value and reduction of emissions in line with Government Buying Standards guidelines.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 1 of this Framework Agreement can be found at paragraphs 3.1 – 3.26</p>
<b>2</b>	<p><b><u>UK 4x4 Vehicle Hire (with full off-road capability).</u></b></p> <p>For the Hire of 4 wheel drive Vehicles, with electric or manual 4 wheel drive capability. These Vehicles shall be required to have full off-road capability, and may be required to have a tow bar with the ability to tow up to 3.5 tonnes.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 2 of this Framework Agreement can be found at paragraphs 4.1 – 4.25</p>

3	<p><b><u>UK Minibus Hire.</u></b></p> <p>For the Hire of Self Drive 9 to 17 seater minibuses.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 3 of this Framework Agreement can be found at paragraphs 5.1 – 5.26</p>
4	<p><b><u>Heavy Goods Vehicles (HGV's) and Heavy Commercial Vehicles (HCVs) over 3.5 tonnes Hire.</u></b></p> <p>For the Hire of Commercial Vehicles (HGV's and HCV's) over 3.5 tonnes. All the correct operator licences and permits must be in place to meet the appropriate legislation in the UK and Europe (where applicable). Coverage to be available nationally. Some international hire of HGVs shall be required.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 4 of this Framework Agreement can be found at paragraphs 6.1 – 6.24</p>
5	<p><b><u>UK Car Share.</u></b></p> <p>To provide Car Share solutions and expert support for Contracting Authority(s) to design Car Share solutions. Car Share solutions shall include access to pay as you go, short term hires, shared Vehicle assets etc.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 5 of this Framework Agreement can be found at paragraphs 7.1 – 7.16</p>
6	<p><b><u>International Vehicle Hire.</u></b></p> <p>To facilitate the provision of the Vehicle Hire for Contracting Authority(s) worldwide (excluding the UK).</p> <p>Vehicles Hire include: standard passenger cars in a range of makes and models, and engine size range. Offering a choice of diesel or petrol, auto or manual transmission, Light Commercial Vehicles (LCV), up to and including Vehicles with a maximum payload of 3.5 tonnes, 4 wheel drive Vehicles, with electric or manual 4 wheel drive on road capability, Minibuses, off road 4 x 4 Vehicles and Luton box vans with tail lift. The latter are often required for off road use for military exercises.</p> <p>All mandatory requirements Suppliers shall fulfil under Lot 6 of this Framework Agreement can be found at paragraphs 8.1 – 8.26</p>

<b>3 MANDATORY REQUIREMENTS - LOT 1: UK VEHICLE HIRE: PASSENGER CAR'S HIRE, LIGHT COMMERCIAL VEHICLES (LCV) HIRE, GENERAL ON ROAD 4 X 4S VEHICLES HIRE.</b>
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This Vehicle Hire Lot is intended for the provision of passenger carrying Vehicles (including saloon, estate cars and MPVs (multi-purpose Vehicles)), Light Commercial Vehicles (vans for carrying goods) and 4x4 Vehicles (4x4s are primarily intended for on road use) to be hired in the UK.

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 1 in order to meet the service delivery requirements of this Framework Agreement.

It is important that Suppliers take time to fully understand this important part of the service delivery requirement, all Mandatory Service Requirements, as listed below shall be required to commence from the implementation of the Call-Off Agreement with the Contracting Authority(s).

- a) **Vehicle Specifications** - The Supplier shall be able to fulfil all aspects of Vehicle Specifications 3.1.
- b) **Account Management** - The Supplier shall be able to fulfil all aspects of Account Management for Contracting Authority(s). Please refer to paragraph 3.2.
- c) **Documentation** - The Supplier shall be able to fulfil all aspects of Documentation requirements for Contracting Authority(s). Please refer to paragraph 3.3.
- d) **Breakdown and Roadside Assistance** - The Supplier shall be able to fulfil all aspects of Breakdown and Roadside Assistance for Contracting Authority(s). Please refer to paragraph 3.4.
- e) **Accident/Incident Reporting** - The Supplier shall be able to fulfil all aspects of Accident/Incident Reporting for Contracting Authority(s). Please refer to paragraph 3.5.
- f) **Maintenance** - The Supplier shall be able to fulfil all aspects of Maintenance for Contracting Authority(s). Please refer to paragraph 3.6.
- g) **Replacement Vehicles** - The Supplier shall be able to fulfil all aspects of Replacement Vehicles for Contracting Authority(s). Please refer to paragraph 3.7.
- h) **Motor Insurance Database** - The Supplier shall be able to fulfil all aspects of Motor Insurance Database for Contracting Authority(s). Please refer to paragraph 3.8.
- i) **Airport Service** - The Supplier shall be able to fulfil all aspects of Airport Service for Contracting Authority(s). Please refer to paragraph 3.9.
- j) **Data Security Management** - The Supplier shall be able to fulfil all aspects of Data Security Management. Please refer to paragraph 3.10.
- k) **Confidentiality/Enhanced Security** - The Supplier shall be able to fulfil all aspects of Confidentiality/Enhanced Security for Contracting Authority(s). Please refer to paragraph 3.11.
- l) **Hours of Service** - The Supplier shall be able to fulfil all aspects of Hours of Service for Contracting Authority(s). Please refer to paragraph 3.12.

- m) **Booking Arrangements** - The Supplier shall be able to fulfil all aspects of Booking Arrangements for Contracting Authority(s). Please refer to paragraph 3.13.
- n) **Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Delivery and Collection for Contracting Authority(s). Please refer to paragraph 3.14.
- o) **Cancellation/Abortive Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Cancellation/Abortive Delivery and Cancellation for Contracting Authority(s). Please refer to paragraph 3.15.
- p) **Payment and Invoicing** - The Supplier shall be able to fulfil all aspects of Payment and Invoicing for Contracting Authority(s). Please refer to paragraph 3.16.
- q) **Taking Vehicles to Other European Countries** - The Supplier shall be able to fulfil all aspects of Taking Vehicles to Other European Countries for Contracting Authority(s). Please refer to paragraph 3.17.
- r) **Fuels** - The Supplier shall be able to fulfil all aspects of Fuel for Contracting Authority(s). Please refer to paragraph 3.18.
- s) **Special Requirements of Contracting Authority(s)** - The Supplier shall be able to fulfil all aspects of Special Requirements for Contracting Authority(s). Please refer to paragraph 3.19.
- t) **Sustainability** - The Supplier shall be able to fulfil all aspects of Sustainability for Contracting Authority(s). Please refer to paragraph 3.20.
- u) **Key Performance Indicators** - The Supplier shall be able to fulfil all aspects of Key Performance Indicators for Contracting Authority(s). Please refer to paragraph 3.21.
- v) **Penalties, Fines and Congestion Charges** - The Supplier shall be able to fulfil all aspects of Penalties, Fines, and Congestion Charges for Contracting Authority(s). Please refer to paragraph 3.22.
- w) **Nominated Crown Travel & Venue Service (RM3735) Companies** - The Supplier shall make information available to nominated Crown Travel and Venue Service Companies. Please refer to paragraph 3.23.
- x) **The Hire Period**- The Supplier shall provide Vehicles for a range of Hire Periods. Please refer to paragraph 3.24.
- y) **Mileage Restrictions**-The Supplier shall be able to fulfil all aspects of Mileage Restrictions. Please refer to paragraph Restrictions 3.25.
- z) **General Requirements** – The Supplier shall be able to fulfil all aspects of General Requirements. Please refer to paragraph 3.26

### **3.1 Vehicle Specifications**

- 3.1.1 The Supplier shall provide manual transmission Vehicles for all hires unless the Contracting Authority(s) has requested a Vehicle with automatic transmission. Automatic transmission Vehicles can be requested on the grounds of disability and/or duty of care where it would enhance safety. It is also acknowledged that Electric Vehicles and some other low emission technology Vehicles are automatic.
- 3.1.2 Where appropriate to the Vehicle type the Supplier shall have both diesel, petrol, electric and ULEV (Ultra Low Emissions) Vehicles available, with a focus on

supporting the Government Buying Standards targets (for example, reduction of CO2 emissions).

3.1.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire.

3.1.4 All Vehicles supplied shall:

3.1.4.1 unless requested otherwise conform to the manufacturer's minimum base model sold in the UK, but shall also include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment including but not limited to red triangle;

3.1.4.2 where specified by the Contracting Authority(s), be provided using an industry standard Vehicle coding scheme for example Association of Car Rental Industry Systems and Standards (ACRIS) or equivalent;

3.1.4.1 be clean inside and out, including clean windows;

3.1.4.2 have a full tank of fuel, less any delivery distance travelled from the nearest outlet location, unless otherwise specified by the Contracting Authority(s);

3.1.4.3 have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations;

3.1.4.4 have been maintained according to the manufacturer's recommendations;

3.1.4.5 be fit for purpose, roadworthy and meet all In-Country legal compliance requirements;

3.1.4.6 have (where reasonably possible) emissions compliant with Government Buying Standards;

3.1.4.7 be compliant with a minimum four star New Car Assessment Programme (NCAP) rating, unless otherwise specified by the Contracting Authority(s);

3.1.5 All passenger cars shall, at the commencement of the Hire Period be less than 2 years old from the date of first registration.

3.1.6 Additional Vehicle Specifications for Light Commercial Vehicles:

3.1.6.1 if requested, light commercials Vehicles to have a 4 wheel drive capability;

3.1.6.2 all vans to have a full internal bulkhead between the passenger compartment and the load carrying area;

3.1.6.3 load securing points in the load carrying area, minimum of 4 securing points;

- 3.1.6.4 load area to have a separate illumination system;
  - 3.1.6.5 load area to have ply lining (or equivalent) to prevent damage to panels;
  - 3.1.6.6 a working 12v accessory power socket
- 3.1.7 All commercial Vehicles up to 3.5 tonnes shall, at the commencement of the Hire Period be less than 4 years old from the date of first registration.
- 3.2 Account Management**
- 3.2.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
- 3.2.2 The Supplier shall within 5 days of signing a Call-Off Agreement provide the Contracting Authority(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority(s). This shall be agreed prior to the Supplier and Contracting Authority(s) entering into the Call-Off Agreement.
- 3.2.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Authority(s).
- 3.2.4 The Supplier shall support the Contracting Authority(s) in relation to the Services provided, including recommendations on the most cost-effective and fuel efficient Vehicle options, expenditure reduction, pricing, answering queries and dealing with complaints.
- 3.2.5 The Supplier shall where appropriate and with agreement of the Contracting Authority(s), apply knowledge and expertise to support Contracting Authority(s) to design best value solutions across their organisations. Across organisations means all aspects of Vehicle travel, including Vehicle Hire, lease cars, Vehicle procurement and the use of employees Vehicles (Grey Fleet).
- 3.2.6 The Supplier shall provide information in relation to Vehicle Hire CO2 emissions and advice on carbon reduction across all aspects of Vehicle travel.
- 3.2.7 The Supplier shall when required provide recommendations, information, calculation and advice on how to reduce Vehicle Hire expenditure.
- 3.2.8 Provide publicity/marketing of the Framework Agreement e.g. displays and road shows etc.
- 3.2.9 Management Information and Data Reporting shall be provided to the Authority in a dashboard format for data across all Contracting Authority(s) and to individual Contracting Authority(s) (for their data), free of charge. The minimum level of information required is outlined in Annex 1 Management Information and Data Reporting and Schedule 9 in Framework Agreement.
- 3.2.10 The Supplier shall make such Management Information and Data Reports as are set out in the Call-Off Agreement available to the Contracting Authority(s) via an

electronic solution (e.g. online or email in spread sheet format) to the Contracting Authority(s) free of charge. The Supplier shall be responsible for the integrity of the data at all times.

- 3.2.11 The Supplier shall provide a Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually by the Authority.
- 3.2.12 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Authority(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Authority(s) at the Call-Off Agreement stage.
- 3.2.13 The Supplier shall ensure that the Contracting Authority(s) is fully briefed regarding Best Practice activities in relation to the Contracting Authority(s) recording of Out of Hours/After Hours Hire requests (and other ancillary Services), fuel tank levels on delivery and collection, and the recoding of Vehicle damage. This is to ensure that there is a clear audit trail between Supplier and the Contracting Authority(s). The Supplier shall provide monthly (or at a frequency agreed at Call-Off Agreement stage) reports to the Contracting Authority(s) regarding the level Out of Hours/After Hours Hire requests (and other ancillary Services) being called for, fuel tank levels on delivery and collection of Hired Vehicles, and the recoding of Vehicle damage by the Contracting Authority(s) including all associated charges and cooperate with the Contracting Body(s) with regard to the reconciliation Contracting Authority(s) own records against the Supplier's reports.
- 3.2.14 In order that the Contracting Authority(s) is fully aware of the implications of its Drivers failing to correctly refuel a Hired Vehicle in accordance with the refuelling requirements agreed in the Call-Off Agreement on return to the Supplier, the Supplier shall explain to the Contracting Authority(s) how the Supplier calculates any differences (fuel volume and fuel cost) associated with the refuelling of a Hired Vehicle. The Supplier shall also make recommendations to the Contracting Authority(s) on how best it can educate its Drivers to follow the refuelling requirements of the Call-Off Agreement and what to do (such as keeping a record of the fuel level) when the refuelling requirement cannot be met.

### **3.3 Documentation.**

- 3.3.1 At the commencement of the Hire Period, the Supplier shall provide the Driver with:
  - 3.3.1.1 the Supplier's standard documentation, with all the relevant details completed, consisting of as a minimum;
  - 3.3.1.2 a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;
  - 3.3.1.3 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;
  - 3.3.1.4 Vehicle Inspection Form;

3.3.1.5 a damage report when requested by the Driver or Contracting Authority(s);

3.3.1.6 instruction how to access the Vehicle, including any Driver smart cards required to gain access to the Vehicle, as per the Suppliers' normal means;

3.3.1.7 all documentation must be in English.

### **3.4 Breakdown and Roadside Assistance**

3.4.1 The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. The Supplier shall attend within 1 hour from the initial request and vehicle hire service shall be re-instated within 2 hours following receipt of the initial call. It is noted that there are some international exceptions to the provision of breakdown cover. This is where breakdown cover which is provided for a Vehicle hired in the UK and to be taken to other European Countries. Contracting Authority(s) shall contact the Supplier to agree cover in these eventualities.

3.4.2 The Supplier shall prioritise breakdown and roadside assistance calls from lone female and/or Vulnerable Drivers.

3.4.3 In accordance with paragraph 3.3 above, the Supplier shall provide contact details for the roadside assistance at the time of delivery of the Vehicle.

3.4.4 In case of a breakdown/incident where the original Vehicle is unable to complete the journey, the Supplier is required to provide the transfer and onward movement of loads/passengers to a point specified by the Contracting Authority(s). Onward journey to start within 2 hours of breakdown/incident.

### **3.5 Accident / Incident reporting.**

3.5.1 Photographic evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage.

3.5.2 If any damage occurring to a Hired Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) the Driver, within 4 working hours of the termination of the hire (unless an alternative timescale is determined at Call-Off Agreement stage). A full report of any such damage (included with the photographic evidence) detailing the Contracting Authority(s) liability shall be provided.

3.5.3 The Supplier shall, if the Contracting Authority(s) so requires, at their own expense, obtain a Vehicle Damage Assessors report and provide photographic evidence for all damage where the estimated cost of repair is over £250 (exclusive of VAT).. Vehicle Damage Assessors shall be ATA accredited.

3.5.4 Where the Contracting Authority(s) accepts liability for damage any costs associated with the above Vehicle Damage Assessors report shall be added to the repair invoice. The cost of the Vehicle Damage Assessors report is capped at £250 per report.

- 3.5.5 The Supplier shall supply a copy of the repair invoice, together with any Vehicle Damage Assessors report to substantiate any claim for reimbursement from third parties to the Contracting Authority(s).
- 3.5.6 Where a claim arises from a third party against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Contracting Authority(s) has liability for such claim, then the Supplier shall notify the Contracting Authority(s) and (where possible) the Driver of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Contracting Authority(s) liability shall be provided. If the Contracting Authority(s) accepts that the claim is likely to fall within the Contracting Authority(s) liability, the Supplier shall fully co-operate with the Contracting Authority(s) in responding to any such claim.
- 3.5.7 Where a third party is responsible for any damage arising to the Supplier's Vehicle (and has accepted full liability) and the Contracting Authority(s) has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier shall not pursue the Contracting Authority(s) for any payment but shall handle the claim, excluding any claim by the Contracting Authority(s), directly through the third party's insurance or other representative.
- 3.5.8 Where losses have been incurred by the Contracting Authority(s) as a result of liability from a third party, the Supplier shall contact the Contracting Authority(s) and/or their insurance company and/or managing agent as agreed in the Call-Off Agreement.
- 3.5.9 Where the Vehicle is damaged beyond economic repair, and the Contracting Authority(s) are found to be at fault, the Contracting Authority(s) shall only be liable for the residual trade book value.

### **3.6 Maintenance**

- 3.6.1 The Supplier shall be responsible for arranging (at their own expense) the costs of:
- 3.6.1.1 normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended periodically;
  - 3.6.1.2 repairs of Hired Vehicles arising outside of normal routine maintenance;
  - 3.6.1.3 tyre, battery and exhaust replacements in respect of Hired Vehicles during the Hire Period corresponding to each such Hired Vehicle;
  - 3.6.1.4 repairs (excluding any costs attributable to deterioration due to fair wear and tear) due to Driver negligence or Driver damage shall be chargeable to the Contracting Authority(s).

### **3.7 Replacement Vehicles**

- 3.7.1 In the event of a breakdown or other occurrence, such as an accident, which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:
- 3.7.1.1 provide a replacement Vehicle of at least the same standard. If it is determined that a replacement Vehicle is required, the replacement shall be provided within 2 hours. This Service is required 24 hours a day, 7 days per week, 365 days a year (366 days in a leap year);

- 3.7.1.2 ensure the breakdown or road assistance package includes a provision to take the Driver and any passengers and cargo to their requested destination outside 'office hours' or to the Supplier's nearest depot or to the Driver's official business destination during 'office hours'.

### **3.8 Motor Insurance Database**

- 3.8.1 The Supplier shall maintain and update the Motor Insurance Database (MID) of all hires at all times in order to meet the requirements of the EU Motor Insurance Directive.
- 3.8.2 The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial Vehicles, to the Contracting Authority(s) within the necessary timescales where the Contracting Authority(s) undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Contracting Authority(s) to upload their rental fleet profile onto the MID.

### **3.9 Airport Service**

- 3.9.1 Where necessary the Supplier shall provide courtesy transport to and from their rental outlets when arriving or departing from an airport during outlet office hours.
- 3.9.2 If necessary the Supplier shall provide a meet and greet service, if the Supplier's depot is not located at the airport.

### **3.10 Data Security Management**

- 3.10.1 It is mandatory by the date of the Framework Agreement commencement (or at a later date as agreed) that the Supplier is able to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier. This mandatory requirement is in order to further reduce the levels of cyber security risks in the supply chain. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as *Cyber Essentials* and an advanced level of assurance known as *Cyber Essentials Plus*. With regard to the Services, Suppliers must demonstrate that they have achieved the basic level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
  - 3.10.1.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
  - 3.10.1.2 A Supplier has not got a current and valid Cyber Essentials certificate, but is working towards gaining it, and shall confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement (or a later date as agreed); or
  - 3.10.1.3 A Supplier has not got a current and valid Cyber Essentials certificate but can demonstrate or shall be able to demonstrate by the date of the Framework Agreement (or a later date as agreed) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier; or

- 3.10.1.4 The Supplier is exempt from complying with the requirements at paragraph 3.10.1.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard (and shall be verified as such) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier. The body(s) employed by the Supplier to carry out the verification shall be approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.
- 3.10.2 The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 3.10.3 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 3.10.1 to 3.10.2 (inclusive) where such Sub-Contractors are responsible for receiving data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier.
- 3.10.4 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

### **3.11 Confidentiality/Enhanced Security**

- 3.11.1 In certain instances, the Supplier shall agree with Contracting Authority(s) in individual Call-Off Agreement to supply :
- 3.11.1.1 Hired Vehicles to be used in surveillance operations and therefore the Supplier shall ensure Contracting Authority(s) are able to change these Vehicles at short notice, should they become compromised
- 3.11.1.2 a greater level of security some occasions where for example a number of the Contracting Authority(s) Vehicles are involved in law enforcement and/or covert operations that require a higher level of security. The Supplier and their Sub-Contractors shall be required to provide a higher level of security, as agreed with the Contracting Authority(s) throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the Vehicles, the identity of the

Drivers and/or the operational effectiveness. This may include the requirement to keep the Contracting Authority(s) details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Sub-Contractors. In such cases, the Supplier shall ensure that booking confirmations and any other documentation should only contain the details that would not disclose the true identity of the relevant Contracting Authority(s).

3.11.1.3 Use of the Contracting Authority(s) own internal electronic booking system, and in such cases the Supplier shall provide the facility to accept (subject to entering into a Code of Connection agreement which shall subject to a separate charge to be agreed with Contracting Authority(s) at Call-Off Agreement) an electronic feed to receive booking information from the Contracting Authority(s) system.

3.11.1.4 "disguised" Vehicles which may be required for covert operations. Such Vehicles may be required to have the appearance of used Vehicles but are fully road-worthy; have signage or livery. Those Vehicles will meet the Vehicle Specifications in paragraph 3.1

### **3.12 Hours of Service**

3.12.1 The Supplier shall ensure that its operating hours in relation to the provision of the Services for the UK, shall be as a minimum:

08:00 to 18:00 Monday to Friday, excluding Bank Holidays

09:00 to 12 noon. Saturday

3.12.2 The Supplier shall provide an Out of Hours/After Hours service for any delivery or collection of a Vehicle outside of the normal operating hours in the UK

3.12.3 The Supplier shall provide an Out of Hours/After Hours emergency contact number which must be a local rate number where required by the Contracting Authority(s) to hire Vehicles at short notice outside of the normal operating hours.

### **3.13 Booking Arrangements.**

3.13.1 Booking arrangements for the provision of Hired Vehicles shall depend on the Contracting Authority(s) individual requirements within departmental travel policies. Further details of these shall be set out in the Call-Off Agreement. The Supplier shall make systems available which allow the Contracting Authority(s) to make bookings via telephone, facsimile, email and through a secure online booking tool, which is accessible via the internet worldwide.

3.13.2 The Supplier shall provide to each Contracting Authority(s) with a simple listing of all charges for all types of bookings relevant to their requirements and travel policies.

3.13.3 The Supplier shall provide an online booking tool to the Contracting Authority(s). The booking tool shall have the facility to identify which classes of Vehicle are within or out of the Contracting Authority(s) travel policy and to be able to block Vehicles (and associated services) outside the Contracting Authority(s) travel policy. The booking tool shall also have the facility to enable line management pre-trip approval where required.

- 3.13.4 The Supplier shall where required, provide training in the use of the online booking tool. However, the booking tool shall be designed to be intuitive in use.
- 3.13.5 The Supplier shall provide an offline booking service via a call centre, whereby bookings can be made either by telephone, facsimile or email. The Supplier shall provide an emergency Out of Hours/After Hours telephone booking service.
- 3.13.6 As a minimum requirement each Vehicle Order shall specify:
- 3.13.6.1 the Contracting Authority(s) hiring the Vehicle;
  - 3.13.6.2 the cost centre;
  - 3.13.6.3 the name, staff / service number and email of the Booker;
  - 3.13.6.4 the name, staff / service number of the main Driver and the names of any additional Drivers;
  - 3.13.6.5 contact telephone number, facsimile number and/or email address of the Supplier and Contracting Authority(s);
  - 3.13.6.6 the group and type of Vehicle required;
  - 3.13.6.7 insurance, if required by the Contracting Authority(s);
  - 3.13.6.8 special requirements, such as disability controls and adjustments, roof racks, snow chains, child seats, sat navigation, etc.;
  - 3.13.6.9 the date, time and location of commencement of hire;
  - 3.13.6.10 the date, time and location of termination of hire;
  - 3.13.6.11 if delivery or collection is required, the address where the Vehicle should be delivered to and/or collected from;
  - 3.13.6.12 flight details in the case of delivery/pick up to/from the airport;
  - 3.13.6.13 additional extras e.g. delivery and collection charges;
  - 3.13.6.14 possible congestion charges, automated tolls.
- 3.13.7 If a Vehicle from the group requested by the Booker is not available, the Supplier shall endeavour to provide a Vehicle of the same emissions level. If an upgrade to a different Vehicle group is provided the cost of the Vehicle originally requested shall apply. If a Vehicle of a lower standard is provided, the cost of the Vehicle from the lower group shall apply. The Supplier shall notify the Contracting Authority(s) of any changes to their requested Vehicle prior to delivery. Notification of such changes shall allow sufficient time for the Contracting Authority(s) to make alternative arrangements if necessary. If such

changes are found not acceptable, the Contracting Authority(s) shall reserve the right to cancel the Vehicle without penalty or cancellation charge.

- 3.13.8 Following a booking, the Supplier shall make Vehicles available within the timeframes specified in the Annex 3 (Lot 1 Vehicle Types and Availability).
- 3.13.9 In remote rural delivery locations the Supplier shall notify the Contracting Authority(s) if the availability period needs to be extended. If the Supplier does not notify the Contracting Authority(s) then standard delivery times shall prevail.
- 3.13.10 The Supplier shall provide the Contracting Authority(s) with a single unique number (which could be the reservation number) at the time of booking of each Vehicle, this shall be carried through all stages and shall be used in all correspondence relating to the Hired Vehicle, including invoicing and reported in Management Information and Data reports (refer to paragraph 3.2.9).
- 3.13.11 The Supplier agrees that a 'no turn down' policy shall apply to the supply of all Vehicles. When the Supplier is not able to supply the demand from the Supplier's own fleet, they shall use Sub-Contractors, as they deem necessary, with no additional cost to the Contracting Authority(s).
- 3.13.12 Sub-Contracting by the Supplier in any way shall not relieve the Supplier from any of their responsibilities under this Framework Agreement. It is the Supplier's responsibility to ensure that all Sub-Contractors comply with all Key Performance Indicators as well as any relevant legislation and Security procedures.
- 3.13.13 The Supplier shall take overall responsibility for ensuring that all Sub-Contractors engaged under this Framework Agreement are compliant with the current and future legislation pertaining to all Vehicle Hire services.
- 3.13.14 Drivers holding a full driving license shall to be able to hire Vehicles with no minimum age restriction.

### **3.14 Delivery and Collection**

- 3.14.1 The Supplier shall supply the Vehicle on the date and time (or on the day prior) as specified in the Vehicle Order and in accordance with the instructions of the Contracting Authority(s) at the price agreed in the Framework Agreement or Call-Off Agreement (whichever is lower). The Hire Period shall commence at the time requested or when the Hired Vehicle is delivered or picked up and signed for, whichever is the later, and shall terminate at the time specified at the time of booking or when the Hired Vehicle is collected or returned to the Supplier, whichever is the earlier.
- 3.14.2 Where multiple Drivers are involved, one representative only shall need to present themselves at the hire location.
- 3.14.3 The Supplier's liability for loss or damage to a Hired Vehicle ceases at the time specified at booking or on delivery, whichever is the later, and shall (**unless a different duration is agreed in the Call-Off Agreement**) commence again either 2 working hours after the time specified at booking or 2 working hours after the hire is terminated or when the Hired Vehicle is collected, whichever is the earlier.

- 3.14.4 The Supplier shall provide the Driver with a full familiarisation of the Hired Vehicle's controls and other characteristics specific to the Hired Vehicle upon delivery. The Supplier shall ensure that the type of fuel used in the Vehicle is highlighted to the Driver. Where the Driver is not present at the time of delivery, familiarisation details (which stress the type of fuel used) shall be provided with the Hired Vehicle. If specialist equipment is provided the Supplier shall provide the Driver with the appropriate familiarisation awareness training necessary to safely, legally and effectively perform their duties. The Supplier shall record the Driver's details and training provided for the specialist equipment, wherever possible or necessary.
- 3.14.5 Where representatives of the Contracting Authority(s) are unavailable at the time the Hired Vehicle is delivered, the Supplier shall leave a Vehicle Inspection Form in the Hired Vehicle, for the attention of the Driver, clearly showing any points where any damage, however slight, has been noted on the Hired Vehicle. In order to carry out this inspection the car must be clean and left in a well lit area (if possible).
- 3.14.6 If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, recording the mileage for the Driver's attention and report to the Contracting Authority(s) (or the Contracting Authority(s) nominated agent) details of any additional damage within 4 working hours of the termination of the hire. To allow accurate time stamping the report should be in an email format. A copy of the Vehicle Inspection Form should also be left at the collection address. Failure to do so shall result in the Contracting Authority(s) not being liable for damage claims.
- 3.14.7 The Supplier shall ensure that, where a Vehicle has ended its hire and its continued presence at the Contracting Authority(s) work premises or at a private address causes problems, the Vehicle is removed promptly at an agreed time upon receipt of notification from the Contracting Authority(s). The Contracting Authority(s) shall provide up to 2 hours paid parking **(unless a different duration is agreed in the Call-Off Agreement)** where the Vehicle is to be collected from a pay and display car park, parking meter etc.
- 3.14.8 In the event of a Vehicle being returned late the Supplier shall apply a grace period of 59 minutes before charges for an additional day are incurred. Daily charges shall be incurred while the Vehicle is in the Driver's possession or control.
- 3.14.9 The Supplier shall, provided there has been prior notification and is agreed by the Supplier, allow the Contracting Authority(s) to hire a Vehicle from one location and return it to another.
- 3.14.10 When requested to deliver to a point which requires payment for parking such as a pay and display meter and it is practical to do so (for example it may not be practical in the case of a very large vehicle), the Supplier shall pay for 2 hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Contracting Authority(s) to the Supplier.

- 3.14.11 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Contracting Authority(s)) the delivered Vehicle is parked in a well lit, open area.

### **3.15 Cancellation /Abortive Delivery and Collection.**

- 3.15.1 In the event that a Hired Vehicle requires cancellation, the Contracting Authority(s) shall notify the Supplier, where it is reasonably possible to do so, at least 2 working hours prior to the commencement of the hire. Charges shall not apply for any bookings which are cancelled more than 2 working hours prior to rental commencement. In the case of home deliveries, cancellation shall be made 4 working hours prior to rental commencement and the Supplier shall issue written confirmation along with a reference number which confirms the booking has been cancelled.
- 3.15.2 The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed. In remote delivery locations that are more than 50 miles from the Supplier's nearest depot, then 4 working hours notice must be provided by the Contracting Authority(s).
- 3.15.3 In the event where the Contracting Authority(s) has failed to provide notice of cancellation at least 2 working hours (or 4 working hours for home and remote locations) prior to the requested commencement of hire time, and the Vehicle has been delivered or is in the process of being delivered, the Supplier shall be entitled to an abortive delivery charge to be agreed at Call-Off Agreement stage but which shall not exceed 1 day's rental.
- 3.15.4 Where the Supplier has endeavoured to pick up a Vehicle as per the Contracting Authority(s) instructions and the Vehicle is not available, after a waiting time of 59 minutes (or a time agreed in the Call-Off Agreement) has elapsed, the Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's rental.
- 3.15.5 Daily charges shall be incurred while the Vehicle is the Driver's possession or control.
- 3.15.6 The Supplier shall process any amendments or cancellations to bookings as requested and identify in advance any cancellation fees that shall be incurred as a consequence.
- 3.15.7 The Supplier shall refund all incorrect charges within 10 working days of cancellation to the Contracting Authority(s).

### **3.16 Payment and Invoicing**

- 3.16.1 The Supplier shall offer the Contracting Authority(s) a choice of payment options, to include and not be limited to bill-back, electronic billing, , and corporate payment cards and lodged cards, to be discussed and agreed at the Call-Off Agreement stage.
- 3.16.2 Where requested by the Contracting Authority(s), the Suppliers systems shall interface with the Contracting Authority(s) e-Commerce (Purchase2Pay) system.

- 3.16.3 Where the Contracting Authority(s) do not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution as agreed at Call-Off Agreement stage.
- 3.16.4 The Online Booking System shall hold and or provide the facility for the Booker to insert the three-digit CCV security code.
- 3.16.5 Where the payment option chosen by the Contracting Authority(s) includes the mechanism for invoicing, the Supplier shall invoice all usual charges within the financial year in which the charges apply (it is recognised that some ad hoc requirements for example, invoices for damage to Vehicles, may take longer).
- 3.16.6 The Supplier shall have the ability to attribute the cost of each booking to the Contracting Authority(s) bookers Cost Centre Code.

### **3.17 Taking Vehicles to other European Countries.**

- 3.17.1 If the Hired Vehicle is to be taken out of the UK, to another European country (for the purpose of this Framework Agreement European Countries is defines in Annex 8), the Contracting Authority(s) shall obtain authorisation from the Supplier, giving at least 48 hours notice.
- 3.17.2 The Supplier shall provide any necessary documentation, overseas Drivers pack and other relevant items required for the particular European Country where the Vehicle is being taken and that it is covered by a relevant breakdown and recovery package. The Supplier's insurance cover shall be provided (if requested) when a Vehicle is taken overseas.
- 3.17.3 It is the responsibility of Contracting Authority(s) to ensure that Drivers are legally compliant with the rules and regulations of the countries to be visited. The Supplier if requested by the Contracting Authority(s) shall assist and advise on any specific requirements.
- 3.17.4 The Supplier shall provide the Vehicle on Hire Certificate (VE103B) to the Contracting Authority(s) whom shall ensure that the Driver has completed which is required when the Vehicle is driven outside UK.
- 3.17.5 In all circumstances, where a Vehicle is taken from the UK to another European country, the Driver shall return it to the UK on completion of the specified Hire Period.
- 3.17.6 The Supplier shall when required, carry out regular checks on the Hired Vehicle during such a Hire Period. Where convenient to the Contracting Authority(s), the Vehicle shall be returned to the UK to carry out the check. However, if this is not practical to the Contracting Authority(s), the Supplier shall either delegate checking of the Vehicle to a local agent or obtain direct confirmation from the Contracting Authority(s) that the Vehicle continues to be hired to them in accordance with the Vehicle Agreement.
- 3.17.7 If requested by the Contracting Authority(s) prior to the Vehicle's departure form the UK, the Supplier shall provide alterations for winterisation requirements to

allow Vehicles to operate legally in all European countries for snow and ice conditions within 2 days of request.

### **3.18 Fuels**

- 3.18.1 The Supplier shall supply all Hired Vehicles with a full tank of fuel, less delivery mileage and the Vehicle should be returned with a full tank of fuel. Delivery mileage is from the nearest available depot. If the Vehicle is then returned with less than a full tank then it shall be re-fuelled by the Supplier at the agreed fuel rate (refer to paragraph 3.18.6).
- 3.18.2 The Supplier's right to charge for re-fuelling depends on the Vehicle being delivered with a full tank, if the Driver has identified that the Vehicle has not been delivered with a full tank then this should be identified on the delivery note and the Driver shall be required to return the Vehicle in the same fuelled state. For example, if a half tank of fuel has been delivered then the returned Vehicle must also have a half tank of fuel for collection.
- 3.18.3 The Supplier accepts that if a Contracting Authority(s) has different requirements to that described at paragraph 3.18.1 then any such differences shall be set out in the Call-Off Agreement.
- 3.18.4 The Supplier shall provide clear identification on the Vehicle of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Contracting Authority(s) shall not be liable if the Vehicle is re-fuelled with the wrong fuel type.
- 3.18.5 The Supplier shall provide clear instructions for refuelling. Where the Contracting Authority(s) incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be replaced subject to paragraph 3.7. The Supplier shall undertake to minimise any costs associated with repairing the Vehicle.
- 3.18.6 The Supplier shall charge refuelling in line with the cost per litre as defined in the UK government weekly/monthly fuel price index, plus the Supplier's additional pence per litre refuelling charge.

[www.gov.uk/government/collections/energy-price-statistics](http://www.gov.uk/government/collections/energy-price-statistics)

### **3.19 Special Requirements of the Contracting Authority(s)**

- 3.19.1 If required by the Contracting Authority(s) to be determined at Call-Off Agreement stage, the Supplier shall provide specialist services similar to the ones listed below. This list is for indicative purposes only:
  - 3.19.1.1 Special Requirements of the Contracting Authority(s)
  - 3.19.1.2 If required by the Contracting Authority(s) to be determined at Call-Off Agreement stage, the Supplier shall provide specialist services similar

to the ones listed below. The prices for these services should be added to Annex 2. This list is for indicative purposes only:

- 3.19.1.3 Vehicles with controls and necessary adjustments appropriate to the needs of disabled Drivers eg fitment of Lynx Hand Controls
- 3.19.1.4 Minor modifications e.g. fitment of roof rack;
- 3.19.1.5 Delivery/Collection Charge greater than 10 miles from nearest supplier Depot (£)
- 3.19.1.6 Delivery/Collection Charge equal to or less than 10 miles from nearest supplier Depot (£)
- 3.19.1.7 Out of hours delivery charges.
- 3.19.1.8 Fuel Charge per litre if a Vehicle is returned with less fuel than when delivered (in addition to pump price).
- 3.19.1.9 One Way Hire surcharge.
- 3.19.1.10 Online Booking Discount.
- 3.19.1.11 Cancellation cost of a Hire Booking when less than 2 hours notice has been given - (this shall not exceed 1 day's rental).
- 3.19.1.12 Airport Hire Surcharge.
- 3.19.1.13 Charge per pick up or drop off at an Airport or a Railway Station .
- 3.19.1.14 Administration Charge for processing Speeding, Parking Fines, Congestion charging .
- 3.19.1.15 Charge for DVLA driver check .
- 3.19.1.16 Charge for loss of keys.
- 3.19.1.17 Charge per day to Take Hire Vehicle to Europe.
- 3.19.1.18 Charge for Recovering a Hire Vehicle from Europe.
- 3.19.1.19 Daily surcharge for Towbar equipped vehicle (where available).
- 3.19.1.20 Daily surcharge for Flashing Beacon (magnetic mount).
- 3.19.1.21 Charge for Satellite Navigation System .
- 3.19.1.22 Abortive delivery or collection charge (ref. 3.15).
- 3.19.1.23 Provide older specific Vehicles; (not included in Framework Agreement Pricing Schedule 3 prices to be determined at Call-Off agreement stage)

## **3.20 Sustainability**

- 3.20.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Services provided under the lotting structure of this Framework Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.
- 3.20.2 The Authority and the Contracting Authority(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call-Off Agreements established. Of relevance to the Services provided under this Framework Agreement, but not a fixed or exhaustive list are:
  - 3.20.2.1 compliance with the Greening Government Commitments, in particular the Government Buying Standards for Transport and the targets around travel reduction and air quality and tailpipe emissions targets;

- 3.20.2.2 compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres;
- 3.20.2.3 promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure;
- 3.20.2.4 delivery of Social Value;
- 3.20.2.5 support for Small Medium Enterprises (SMEs), social enterprises and mutuals, including prompt payment;
- 3.20.2.6 support for Equalities including Disability and promotion of equality of access;
- 3.20.2.7 the Contracting Authority(s) Travel Policy (where provided).

- 3.20.3 All Central and Civil Government Departments must meet the Greening Government Commitments (as revised from time to time or superseded):

<https://www.gov.uk/government/publications/greening-government-commitments-targets>

- 3.20.4 The Greening Government Commitments includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.
- 3.20.5 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement.
- 3.20.6 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly Vehicles wherever feasible. Suppliers' Vehicles in the UK shall comply with the target set out in the 'Government Buying Standards – Transport' including those for CO2 emissions (measured in g/km of CO2).

### **3.21 Key Performance Indicators**

- 3.21.1 The Supplier shall at all times comply with the Service Levels and Key Performance Indicators as described in Framework Agreement Schedule 2 Annex 2 – Key Performance Indicators.
- 3.21.2 Where the Contracting Authority(s) requires different Service Levels and Key Performance Indicators these shall be set out in the Call-Off Agreement.

### **3.22 Penalties Fines and Congestion Charges**

- 3.22.1 The Supplier shall not be responsible for the payment of fines, fees or penalties incurred by the Contracting Authority(s) or the Contracting Authority(s) Driver of a

Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties").

- 3.22.2 The Supplier shall ensure that the Contracting Authority(s) promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.
- 3.22.3 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 Contracting Authority(s) in sufficient time following receipt of the Penalty or charge.
- 3.22.4 The Supplier may charge an administrative fee, forwarded to the Contracting Authority(s) with the Penalty documentation, as stated within Schedule 3 of the Framework Agreement.
- 3.22.5 Where the Contracting Authority(s) notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Contracting Authority(s) with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

### **3.23 Nominated Crown Travel & Venue Services (RM3735) Companies**

- 3.23.1 When requested the Supplier shall make the Supplier Framework Agreement price schedules and details of how to hire a Vehicle, available to the nominated Crown Travel & Venue Service (RM3735) Companies (and/or the Contracting Authority(s)) that have a Framework Agreement in place between them and the Authority. This shall enable the Crown Travel & Venue Service (RM3735) Companies (and/or Contracting Authority(s)) to act as an intermediary and hire Vehicles on the Contracting Authority(s) behalf as part of their travel itinerary.

### **3.24 The Hire Period**

- 3.24.1 The Hire Period shall usually last between 1 to 28 days. However, the Supplier shall also make provision for Hire Periods of up to 1 year or longer.

### **3.25 Mileage Restriction**

- 3.25.1 No mileage restriction shall apply to the use of Vehicles provided on hire pursuant to this Framework Agreement, i.e. they shall be provided on the basis of unlimited mileage. It is, however, recognised that some Vehicles may be subject to mileage restriction for servicing and maintenance requirements and that the Supplier shall need to ensure that manufacturer inspection and servicing guidelines are carried out to ensure both the Vehicle can be safely operated, but also that the Vehicle warranty is not invalidated. The Supplier shall identify such Vehicles to the Contracting Authority(s).
- 3.25.2 It should be noted that the Supplier, if required, shall (at a time mutually convenient to both the Contracting Authority(s) and the Supplier) change the Vehicle during the Hire Period for a Vehicle of an equivalent standard. Reasons may include, but not limited to, the mileage on the Vehicle becoming excessively high.

### **3.26 General Requirements**

- 3.26.1 The Supplier shall be accredited by the British Vehicle Leasing & Rental Association by a similarly recognised organisation and operate a mandatory Code of Conduct and/or compliance with accreditation standards.  
<http://www.bvrla.co.uk>

#### **4 MANDATORY REQUIREMENTS - LOT 2: UK 4X4 VEHICLE HIRE (WITH FULL OFF-ROAD CAPABILITY).**

This Vehicle Hire Lot is intended for the provision of 4x4 Vehicles primarily intended for off road use by the public sector including organisations such as the Ministry of Defence and other organisations requiring Vehicles to be driven in rough terrain conditions.

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 2 UK 4x4 Vehicle Hire (with full off-road capability). In order to meet the service delivery requirements of this Framework Agreement.

It is important that Suppliers take time to fully understand this important part of the service delivery requirement, all Mandatory Service Requirements, as listed below shall be required to commence from the implementation of the Call-Off Framework Agreement with the Contracting Authority(s).

- a) **Vehicle Specifications** - The Supplier shall be able to fulfil all aspects of Vehicle Specifications 4.1.
- b) **Account Management** - The Supplier shall be able to fulfil all aspects of Account Management for Contracting Authority(s). Please refer to paragraph 4.2.
- c) **Documentation** - The Supplier shall be able to fulfil all aspects of Documentation requirements for Contracting Authority(s). Please refer to paragraph 4.3.
- d) **Breakdown and Roadside Assistance** - The Supplier shall be able to fulfil all aspects of Breakdown and Roadside Assistance for Contracting Authority(s). Please refer to paragraph 4.4.
- e) **Accident/Incident Reporting** - The Supplier shall be able to fulfil all aspects of Accident/Incident Reporting for Contracting Authority(s). Please refer to paragraph 4.5.
- f) **Maintenance** - The Supplier shall be able to fulfil all aspects of Maintenance for Contracting Authority(s). Please refer to paragraph 4.6.
- g) **Replacement Vehicles** - The Supplier shall be able to fulfil all aspects of Replacement Vehicles for Contracting Authority(s). Please refer to paragraph 4.7.
- h) **Motor Insurance Database** - The Supplier shall be able to fulfil all aspects of Motor Insurance Database for Contracting Authority(s). Please refer to paragraph 4.8.
- i) **Airport Service** - The Supplier shall be able to fulfil all aspects of Airport Service for Contracting Authority(s). Please refer to paragraph 4.9.
- j) **Data Security Management** - The Supplier shall be able to fulfil all aspects of Data Security Management. Please refer to paragraph 4.10

- k) **Confidentiality/Enhanced Security** - The Supplier shall be able to fulfil all aspects of Confidentiality/Enhanced Security for Contracting Authority(s). Please refer to paragraph 4.11
- l) **Hours of Service** - The Supplier shall be able to fulfil all aspects of Hours of Service for Contracting Authority(s). Please refer to paragraph 4.12.
- m) **Booking Arrangements** - The Supplier shall be able to fulfil all aspects of Booking Arrangements for Contracting Authority(s). Please refer to paragraph 4.13.
- n) **Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Delivery and Collection for Contracting Authority(s). Please refer to paragraph 4.14.
- o) **Cancellation/Abortive Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Cancellation/Abortive Delivery and Cancellation for Contracting Authority(s). Please refer to paragraph 4.15.
- p) **Payment and Invoicing** - The Supplier shall be able to fulfil all aspects of Payment and Invoicing for Contracting Authority(s). Please refer to paragraph 4.16.
- q) **Taking Vehicles to Other European Countries** - The Supplier shall be able to fulfil all aspects of taking Vehicles to Other European Countries for Contracting Authority(s). Please refer to paragraph 4.17.
- r) **Fuels** - The Supplier shall be able to fulfil all aspects of Fuel for Contracting Authority(s). Please refer to paragraph 4.18.
- s) **Special Requirements of Contracting Authority(s)** - The Supplier shall be able to fulfil all aspects of Special Requirements for Contracting Authority(s). Please refer to paragraph 4.19.
- t) **Sustainability** - The Supplier shall be able to fulfil all aspects of Sustainability for Contracting Authority(s). Please refer to paragraph 4.20.
- u) **Key Performance Indicators** - The Supplier shall be able to fulfil all aspects of Key Performance Indicators for Contracting Authority(s). Please refer to paragraph 4.21.
- v) **Penalties, Fines and Congestion Charges** - The Supplier shall be able to fulfil all aspects of Penalties, Fines, and Congestion Charges for Contracting Authority(s). Please refer to paragraph 4.22
- w) **The Hire Period**- The Supplier shall provide Vehicles for a range of Hire Periods. Please refer to paragraph 4.23
- x) **Mileage Restrictions** - The Supplier shall be able to fulfil all aspects of Mileage Restrictions. Refer to paragraph 4.24.
- y) **General Requirements** – The Supplier shall be able to fulfil all aspects of General Requirements. Please refer to Paragraph 4.25

#### **4.1 Vehicle Specifications**

- 4.1.1 The Supplier shall provide manual transmission Vehicles for all hires (where possible) unless the Contracting Authority(s) has requested a Vehicle with automatic transmission (only if available for this type of Vehicle). Automatic transmission Vehicles can be requested on the grounds of disability and/or duty of care where it would enhance. It is also acknowledged that Electric Vehicles and some other low emission technology Vehicles are automatic.

- 4.1.2 Where appropriate to the Vehicle type the Supplier shall have both diesel, petrol, electric and ULEV (Ultra Low Emissions) Vehicles available, with a focus on supporting the Government Buying Standards targets (for example, reduction of CO2 emissions).
- 4.1.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire.
- 4.1.4 All Vehicles supplied shall:
  - 4.1.4.1. unless requested otherwise conform to the manufacturer's minimum base model sold in the UK but shall include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment including but not limited to red triangle;
  - 4.1.4.2. where specified by the Contracting Authority(s), be provided using an industry standard Vehicle coding scheme for example Association of Car Rental Industry Systems and Standards (ACRIS) or similar;
  - 4.1.4.3. be clean inside and out, including clean windows;
  - 4.1.4.4. have a full tank of fuel, less any delivery distance travelled, unless otherwise specified by the Contracting Authority(s);
  - 4.1.4.5. have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
  - 4.1.4.6. have been maintained according to the manufacturer's recommendations;
  - 4.1.4.7. be fit for purpose, roadworthy and meet all legal compliance requirements;
  - 4.1.4.8. have (where reasonably possible) emissions compliant with Government Buying Standards;
  - 4.1.4.9. a working 12v accessory power socket.
- 4.1.5 Vehicles shall be capable of being driven in off-road conditions and the Supplier shall not limit the use of the Vehicle to on-road use only.
- 4.1.6 Vehicles shall have the ability to tow up to 3.5 tonnes. The preferred tow bar fitment is a dual 50mm ball and 25mm pin fitting, with the ability to take either single 7 pin or twin 13 pin electrical connections.
- 4.1.7 All Vehicles shall, at the commencement of the Hire Period be less than 2 years old from the date of first registration.

## **4.2 Account Management**

- 4.2.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account

Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretions as the Account Manager.

- 4.2.2 The Supplier shall within 5 days of signing a Call-Off Agreement provide the Contracting Authority(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority(s). This shall be agreed prior to the Supplier and Contracting Authority(s) entering into the Call-Off Agreement.
- 4.2.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Authority(s).
- 4.2.4 The Supplier shall support the Contracting Authority(s) in relation to the Services provided, including recommendations on the most cost-effective and fuel efficient Vehicle options, expenditure reduction, pricing, answering queries and dealing with complaints.
- 4.2.5 The Supplier shall where appropriate and with agreement of the Contracting Authority(s), apply knowledge and expertise to support Contracting Authority(s) to design best value solutions across their organisations. Across organisations means all aspects of Vehicle travel, including Vehicle Hire, lease cars and Vehicle procurement,
- 4.2.6 The Supplier shall provide information in relation to Vehicle Hire CO2 emissions and advice on carbon reduction across all aspects of Vehicle travel.
- 4.2.7 The Supplier shall when required provide recommendations, information, calculation and advice on how to reduce Vehicle Hire expenditure.
- 4.2.8 Provide publicity/marketing of the Framework Agreement e.g. displays and road shows etc.
- 4.2.9 Management Information and Data Reporting shall be provided to the Authority in a dashboard format for data across all Contracting Authority(s) and to individual Contracting Authority(s) (for their data), free of charge. The minimum level of information required is outlined in Management Information and Data Reporting Schedule 9 in Framework Agreement.
- 4.2.10 The Supplier shall make such Management Information and Data Reports as are set out in the Call-Off Agreement available to the Contracting Authority(s) via an electronic solution (e.g. online or email in spread sheet format) to the Contracting Authority(s) free of charge. The Supplier shall be responsible for the integrity of the data at all times.
- 4.2.11 The Supplier shall provide a Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually by the Authority.
- 4.2.12 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Authority(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Authority(s) at the Call-Off Agreement stage.

- 4.2.13 The Supplier shall ensure that the Contracting Authority(s) is fully briefed regarding Best Practice activities in relation to the Contracting Authority(s) recording of Out of Hours/After Hours Hire requests (and other ancillary Services), fuel tank levels on delivery and collection, and the recoding of Vehicle damage. This is to ensure that there is a clear audit trail between Supplier and the Contracting Authority(s). The Supplier shall provide monthly (or at a frequency agreed at Call-Off Agreement stage) reports to the Contracting Authority(s) regarding the level Out of Hours/After Hours Hire requests (and other ancillary Services) being called for, fuel tank levels on delivery and collection of Hired Vehicles, and the recoding of Vehicle damage by the Contracting Authority(s) including all associated charges and cooperate with the Contracting Body(s) with regard to the reconciliation Contracting Authority(s) own records against the Supplier's reports.
- 4.2.14 In order that the Contracting Authority(s) is fully aware of the implications of its Drivers failing to correctly refuel a Hired Vehicle in accordance with the refuelling requirements agreed in the Call-Off Agreement on return to the Supplier, the Supplier shall explain to the Contracting Authority(s) how the Supplier calculates any differences (fuel volume and fuel cost) associated with the refuelling of a Hired Vehicle. The Supplier shall also make recommendations to the Contracting Authority(s) on how best it can educate its Drivers to follow the refuelling requirements of the Call-Off Agreement and what to do (such as keeping a record of the fuel level) when the refuelling requirement cannot be met.

### **4.3 Documentation.**

- 4.3.1 At the commencement of the Hire Period, the Supplier shall provide the Driver with:
- 4.3.1.1 the Supplier standard documentation, with all the relevant details completed, consisting of as a minimum;
  - 4.3.1.2 a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;
  - 4.3.1.3 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;
  - 4.3.1.4 Vehicle Inspection Form;
  - 4.3.1.5 Supplier shall provide a damage report when requested by the Driver or Contracting Authority(s).
- 4.3.2 Instruction how to access the Vehicle, including any Driver smart cards required to gain access to the Vehicle, as per the Suppliers' normal means;
- 4.3.3 All documentation must be in English.

### **4.4 Breakdown and Roadside Assistance**

- 4.4.1 The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. Supplier shall attend within 1 hour and service re-instated with 2

hours following receipt of the initial call. It is noted that there are some exceptions to the provision of breakdown cover for some off road locations and where a Vehicle hired in the UK and to be taken to Other European Countries. Contracting Authority(s) shall agree cover with the Supplier in these eventualities.

- 4.4.2 The Supplier shall prioritise breakdown and roadside assistance calls from lone female and/or Vulnerable Drivers.
- 4.4.3 In accordance with paragraph 4.3 above, the Supplier shall provide contact details for the roadside assistance at the time of delivery of the Vehicle.
- 4.4.4 In case of a breakdown/incident where the original Vehicle is unable to complete the journey, the Supplier is required to provide the transfer and onward movement of loads/passengers to a point specified by the Contracting Authority(s). Onward journey to start within 2 hours of breakdown/incident.

#### **4.5 Accident / Incident reporting.**

- 4.5.1 Photographic evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage.
- 4.5.2 If any damage occurring to a Hired Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver, within 4 working hours of the termination of the hire (unless an alternative timescale is determined at Call-Off Agreement stage). A full report of any such damage (including photographic evidence) detailing the Contracting Authority(s) liability shall be provided.
- 4.5.3 The Supplier shall, if the Contracting Authority(s) so requires, at their own expense, obtain a Vehicle Damage Assessors report and provide photographic evidence for all damage where the estimated cost is over £250 (exclusive of VAT) to repair. Vehicle Damage Assessors shall be ATA accredited.
- 4.5.4 Where the Contracting Authority(s) accepts liability for damage any costs associated with the above Vehicle Damage Assessors report shall be added to the repair invoice. The cost of the Vehicle Damage Assessors report is capped at £250 per report.
- 4.5.5 The Supplier shall supply a copy of the repair invoice, together with any Vehicle Damage Assessors report to substantiate any claim for reimbursement from third parties to the Contracting Authority(s).
- 4.5.6 Where a claim arises from a third party against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Contracting Authority(s) has liability for such claim, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Contracting Authority(s) liability shall be provided. If the Contracting Authority(s) accepts that the claim is likely to fall within the Contracting Authority(s) liability, the Supplier shall fully co-operate with the Contracting Authority(s) in responding to any such claim.
- 4.5.7 Where a third party is responsible for any damage arising to the Supplier's Vehicle (and has accepted full liability), and the Contracting Authority(s) has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier shall not pursue the Contracting Authority(s) for any payment but shall handle the claim, excluding any claim by the Contracting Authority(s), directly through the third party's insurance or other representative.

- 4.5.8 Where losses have been incurred by the Contracting Authority(s) as a result of liability from a third party, the Supplier shall contact the Contracting Authority(s) and/or their insurance company and/or managing agent as agreed in the Call-Off Agreement.
- 4.5.9 Where the Vehicle is damaged beyond economic repair, and the Contracting Authority(s) are found to be at fault, the Contracting Authority(s) shall only be liable for the residual trade book value.

#### **4.6 Maintenance**

- 4.6.1 The Supplier shall be responsible for arranging (at their own expense) the costs of:
  - 4.6.1.1 normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended periodically;
  - 4.6.1.2 repairs of Hired Vehicles arising outside of normal routine maintenance;
  - 4.6.1.3 tyre, battery and exhaust replacements in respect of Hired Vehicles during the Hire Period corresponding to each such Hired Vehicle;
  - 4.6.1.4 repairs (excluding any costs attributable to deterioration due to fair wear and tear) due to Driver negligence or Driver damage shall be chargeable to the Contracting Authority(s).

#### **4.7 Replacement Vehicles**

- 4.7.1 In the event of a breakdown or other occurrence, such as an accident, which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:
  - 4.7.1.1 provide a replacement Vehicle of at least the same standard. If it is determined that a replacement Vehicle is required, the replacement shall be provided within 2 hours (if practical and/or as agreed in the Call-Off Agreement). This Service is required 24 hours a day, 7 days per week, 365 days a year, (366 days in a leap year);
  - 4.7.1.2 ensure the breakdown or road assistance package includes a provision to take the Driver and any passengers and cargo to their requested destination outside 'office hours' or to the Supplier's nearest depot or to the Driver's official business destination during 'office hours'.

#### **4.8 Motor Insurance Database**

- 4.8.1 The Supplier shall maintain and update the Motor Insurance Database (MID) of all hires at all times in order to meet the requirements of the EU Motor Insurance Directive
- 4.8.2 The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial Vehicles, to the Contracting Authority(s) within the necessary timescales where the Contracting Authority(s), undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Contracting Authority(s) to upload their rental fleet profile onto the MID.

#### **4.9 Airport Service**

- 4.9.1 Where necessary the Supplier shall provide courtesy transport to and from their rental outlets when arriving or departing from an airport during outlet office hours.
- 4.9.2 If necessary the Supplier shall provide a meet and greet service, if the Supplier's depot is not located at the airport.

#### **4.10 Data Security Management**

- 4.10.1 It is mandatory by the date of the Framework Agreement commencement (or at a later date as agreed) that the Supplier is able to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier. This mandatory requirement is in order to further reduce the levels of cyber security risks in the supply chain. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as *Cyber Essentials* and an advanced level of assurance known as *Cyber Essentials Plus*. With regard to the Services, Suppliers must demonstrate that they have achieved the basic level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
  - 4.10.1.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
  - 4.10.1.2 A Supplier has not got a current and valid Cyber Essentials certificate, but is working towards gaining it, and shall confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement (or a later date as agreed); or
  - 4.10.1.3 A Supplier has not got a current and valid Cyber Essentials certificate but can demonstrate or shall be able to demonstrate by the date of the Framework Agreement (or a later date as agreed) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier; or
  - 4.10.1.4 The Supplier is exempt from complying with the requirements at paragraph 4.10.1.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard (and shall be verified as such) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier. The body(s) employed by the Supplier to carry out the verification shall be approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.

- 4.10.2 The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 4.10.3 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 4.10.1 to 4.10.2 (inclusive) where such Sub-Contractors are responsible for receiving data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier.
- 4.10.4 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

#### **4.11 Confidentiality/Enhanced Security**

- 4.11.1 In certain instances, the Supplier shall agree with Contracting Authority(s) in individual Call-Off Agreement to supply :
- 4.11.2
- 4.11.1.1 Hired Vehicles to be used in surveillance operations and therefore the Supplier shall ensure Contracting Authority(s) are able to change these Vehicles at short notice, should they become compromised;
- 4.11.1.2 A greater level of security on some occasions, where for example a number of the Contracting Authority(s) Vehicles are involved in law enforcement and/or covert operations that require a higher level of security. The Supplier and their Sub-Contractors shall be required to provide a higher level of security, as agreed with the Contracting Authority(s) throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the Vehicles, the identity of the Drivers and the operational effectiveness. This may include the requirement to keep the Contracting Authority(s) details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Sub-Contractors. In such cases, the Supplier shall ensure that booking confirmations and any other documentation should only contain the details that would not disclose the true identity of the relevant Contracting Authority(s).
- 4.11.1.3 Use of the Contracting Authority(s) own internal electronic booking system, and in such cases the Supplier shall provide the facility to accept (subject to entering into a Code of Connection agreement which shall be subject to a separate charge to be agreed with Contracting Authority(s) at Call-Off Agreement) an electronic feed to receive booking information from the Contracting Authority(s) system
- 4.11.1.4 There may be some occasions when “disguised” Vehicles may be required for covert operations. Such Vehicles may be required to have the appearance of used Vehicles but are fully road-worthy; or have

signage or livery. Those Vehicles will meet the Vehicle Specifications in paragraph 4.1

#### **4.12 Hours of Service**

- 4.12.1 The Supplier shall ensure that its operating hours in relation to the provision of the Services for the UK, shall be as a minimum:

08:00 to 18:00 Monday to Friday, excluding Bank Holidays

09:00 to 12 noon. Saturday

- 4.12.2 The Supplier shall provide an Out of Hours/After Hours service for any delivery or collection of a Vehicle outside of the normal operating hours in the UK.
- 4.12.3 The Supplier shall provide an Out of Hours/After Hours emergency contact number which must be a local rate number where required by the Contracting Authority(s) to book Vehicles at short notice outside of the normal operating hours.

#### **4.13 Booking Arrangements.**

- 4.13.1 Booking arrangements for the provision of Hired Vehicles shall depend on the Contracting Authority(s) individual requirements within departmental travel policies. Further details of these shall be set out in the Call-Off Agreement. The Supplier shall make systems available which allow the Contracting Authority(s) to make bookings via telephone, facsimile, email and through a secure online booking tool, which is accessible via the internet worldwide.
- 4.13.2 The Supplier shall provide to each Contracting Authority(s) with a simple listing of all charges for all types of bookings relevant to their requirements and travel policies.
- 4.13.3 The Supplier shall provide an online booking tool to the Contracting Authority(s). The booking tool shall have the facility to identify which classes of Vehicle are within and or out of the Contracting Authority(s) policy and to be able to block Vehicles outside the Contracting Authority(s) travel policy. The booking tool shall also have the facility to enable line management pre-trip approval where required.
- 4.13.4 The Supplier shall where required, provide training in the use of the online booking tool. However, such tools shall be designed to be intuitive in use.
- 4.13.5 The Supplier shall provide an Offline Booking service via a call centre, whereby bookings can be made either by telephone, facsimile or email. The Supplier shall provide an emergency Out of Hours/After Hours telephone booking service.
- 4.13.6 As a minimum requirement each Vehicle Order shall specify:
- 4.13.6.1 the Contracting Authority(s) hiring the Vehicle;
  - 4.13.6.2 the cost centre;
  - 4.13.6.3 the name, staff / service number and email of the Booker;
  - 4.13.6.4 the name, staff / service number of the main Driver and the names of any additional Drivers;

- 4.13.6.5 contact telephone number, facsimile number and/or email address of the Supplier and Contracting Authority(s);
  - 4.13.6.6 the group and type of Vehicle required;
  - 4.13.6.7 insurance, if required by the Contracting Authority(s);
  - 4.13.6.8 special requirements, such as disability controls and adjustments, roof racks, snow chains, child seats, sat navigation, etc.;
  - 4.13.6.9 the date, time and location of commencement of hire;
  - 4.13.6.10 the date, time and location of termination of hire;
  - 4.13.6.11 if delivery or collection is required, the address where the Vehicle should be delivered to and/or collected from;
  - 4.13.6.12 flight details in the case of delivery/pick up to/from the airport;
  - 4.13.6.13 additional extras e.g. delivery and collection charges;
  - 4.13.6.14 possible congestion charge, automated tolls.
- 4.13.7 If a Vehicle from the group requested by the Booker is not available, the Supplier shall endeavour to provide a Vehicle of the same emissions level. If an upgrade to a different Vehicle group is provided the cost of the Vehicle originally requested shall apply and if a Vehicle of a lower standard is provided the cost of the Vehicle from the lower group shall apply. The Supplier shall notify the Contracting Authority(s) of any changes to their requested Vehicle prior to delivery. Notification of such changes shall allow sufficient time for the Contracting Authority(s) to make alternative arrangements if necessary. If such changes are found not acceptable, the Contracting Authority(s) shall reserve the right to cancel the Vehicle without penalty i.e. cancellation charge.
- 4.13.8 Following a booking, the Supplier shall make Vehicles available within the timeframes specified in the Annex 4 (Lot 2 4x4 Vehicle Types and Availability)
- 4.13.9 In remote rural delivery locations the Supplier shall notify the Contracting Authority(s) if the availability period needs to be extended. If the Supplier does not notify the Contracting Authority(s) then standard delivery times shall prevail.
- 4.13.10 The Supplier shall provide the Contracting Authority(s) with a single unique number (which could be the reservation number) at the time of booking of each Vehicle, this shall be carried through all stages and shall be used in all correspondence relating to the Hired Vehicle, including invoicing and reported in Management Information and Data reporting (refer to paragraph 4.2.9).
- 4.13.11 The Supplier agrees that a "no turn down" policy shall apply to the supply of all Vehicles. When the Supplier is not able to supply the demand from the Supplier's fleet, they shall use Sub-Contractors, as they deem necessary, with no additional cost to the Contracting Authority(s).
- 4.13.12 Sub-Contracting by the Supplier in any way shall not relieve the Supplier from any of their responsibilities under this Framework Agreement. It is the Supplier's responsibility to ensure that all Sub-Contractors comply with all Key Performance Indicators as well as any relevant legislation and security procedures.

4.13.13 The Supplier shall take overall responsibility for ensuring that all Sub-Contractors that they engage under this Framework Agreement are compliant with the current and future legislation pertaining to all Vehicle Hire services.

4.13.14 Drivers holding a full driving license shall to be able to hire Vehicles with no minimum age restriction.

#### **4.14 Delivery and Collection**

4.14.1 The Supplier shall supply the Vehicle on the date and time (or on the day prior) as specified in the Vehicle Order and in accordance with the instructions of the Contracting Authority(s) at the price agreed in the Framework Agreement or Call-Off Agreement (whichever is lower). The Hire Period shall commence at the time requested or when the Hired Vehicle is delivered or picked up and signed for, whichever is the later, and shall terminate at the time specified at the time of booking or when the Hired Vehicle is collected or returned to the Supplier, whichever is the earlier.

4.14.2 Where multiple Drivers are involved, one representative only shall need to present themselves at the hire location.

4.14.3 The Supplier's liability for loss or damage to a Hired Vehicle ceases at the time specified at booking or on delivery, whichever is the later, and shall (**unless a different duration is agreed in the Call-Off Agreement**) commence again either 2 working hours after the time specified at booking or 2 working hours after the hire is terminated or when the Hired Vehicle is collected, whichever is the earlier.

4.14.4 The Supplier shall provide the Driver with a full familiarisation of the Hired Vehicle's controls and other characteristics specific to the Hired Vehicle upon delivery. The Supplier shall ensure that the type of fuel used in the Vehicle is highlighted to the Driver. Where the Driver is not present at the time of delivery, familiarisation details (which stress the type of fuel used) shall be provided with the Hired Vehicle. If specialist equipment is provided the Supplier shall provide the Driver with the appropriate familiarisation awareness training necessary to safely, legally and effectively perform their duties. The Supplier shall record the Driver's details and training provided for the specialist equipment, wherever possible or necessary.

4.14.5 Where representatives of the Contracting Authority(s) are unavailable at the time the Hired Vehicle is delivered, the Supplier shall leave a Vehicle Inspection Form in the Hired Vehicle, for the attention of the Driver, clearly showing any points where any damage, however slight, has been noted on the Hired Vehicle. In order to carry out this inspection the 4x4 Vehicle must be clean and left in a well lit area (if possible).

4.14.6 If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, recording the mileage for the Driver's attention and report to the Contracting Authority(s) (or the Contracting Authority(s) nominated agent) details of any additional damage within 4 working hours of the termination of the hire. To allow accurate time stamping the report should be in an email

format. A copy of the Vehicle Inspection Form should also be left at the collection address. Failure to do so shall result in the Contracting Authority(s) not being liable for damage claims.

- 4.14.7 The Supplier shall ensure that, where a Vehicle has ended its hire and its continued presence at the Contracting Authority(s) work premises or at a private address causes problems, the Vehicle is removed promptly at an agreed time upon receipt of notification from the Contracting Authority(s). The Contracting Authority(s) shall provide up to 2 hours paid parking **(unless a different duration is agreed in the Call-Off Agreement)** where the Vehicle is to be collected from a pay and display car park, parking meter etc.
- 4.14.8 In the event of a Vehicle being returned late the Supplier shall apply a grace period of 59 minutes before charges for an additional day are incurred. Daily charges shall be incurred while the Vehicle is in the Driver's possession or control.
- 4.14.9 The Supplier shall, provided there has been prior notification and is agreed by the Supplier, allow the Contracting Authority(s) to hire a Vehicle from one location and return it to another.
- 4.14.10 When requested to deliver to a point which requires payment for parking such as a pay and display meter and it is practical to do so (for example it shall not be practical in the case of a very large Vehicle), the Supplier shall pay for 2 hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Contracting Authority(s) to the Supplier.
- 4.14.11 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Contracting Authority(s)) the delivered Vehicle is parked in a well lit, open area.

#### **4.15 Cancellation /Abortive Delivery and Collection.**

- 4.15.1 In the event that a Hired Vehicle requires cancellation, the Contracting Authority(s) shall notify the Supplier, where it is reasonably possible to do so, at least 2 working hours prior to the commencement of the hire. Charges shall not apply for any bookings which are cancelled more than 2 working hours prior to rental commencement. In the case of home deliveries, cancellation shall be made 4 working hours prior to rental commencement and the Supplier shall issue written confirmation along with a reference number which confirms the booking has been cancelled.
- 4.15.2 The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed. In remote delivery locations that are more than 50 miles from the Supplier's nearest depot, then 4 working hours notice must be provided by the Contracting Authority(s).
- 4.15.3 In the event where the Contracting Authority(s) has failed to provide notice of cancellation at least 2 working hours (or 4 working hours for home and remote locations) prior to the requested commencement of hire time, and the Vehicle has been delivered or is in the process of being delivered, the Supplier shall be

entitled to an abortive delivery charge which shall not exceed 1 day's rental charge.

- 4.15.4 Where the Supplier has endeavoured to pick up a Vehicle as per the Contracting Authority(s) instructions and the Vehicle is not available, after a waiting time of 59 minutes (or a time agreed in the Call-Off Agreement) has elapsed, the Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's rental.
- 4.15.5 Daily charges shall be incurred while the Vehicle is the Driver's possession or control.
- 4.15.6 The Supplier shall process any amendments or cancellations to bookings as requested and identify in advance any cancellation fees that shall be incurred as a consequence.
- 4.15.7 The Supplier shall refund all incorrect charges within 10 working days of cancellation to the Contracting Authority(s).

#### **4.16 Payment and Invoicing**

- 4.16.1 The Supplier shall offer the Contracting Authority(s) a choice of payment options, to include and not be limited to bill-back, electronic billing, and corporate payment cards and lodged cards, to be discussed and agreed at the Call-Off Agreement stage.
- 4.16.2 Where requested by the Contracting Authority(s), the Suppliers systems shall interface with the Contracting Authority(s) e-Commerce (Purchase2Pay) system.
- 4.16.3 Where the Contracting Authority(s) do not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution as agreed at Call-Off Agreement stage.
- 4.16.4 The Online Booking System shall hold and or provide the facility for the Booker to insert the three-digit CCV security code.
- 4.16.5 Where the payment option chosen by the Contracting Authority(s) includes the mechanism for invoicing, the Supplier shall invoice all usual charges within the financial year in which the charges apply (it is recognised that some ad hoc requirements for example, invoices for damage to Vehicles, may take longer).
- 4.16.6 The Supplier shall have the ability to attribute the cost of each booking to the Contracting Authority(s) bookers Cost Centre Code.

#### **4.17 Taking Vehicles to other European Countries.**

- 4.17.1 If the Hired Vehicle is to be taken out of the UK, to another European country, (for the purpose of this Framework Agreement European Countries is defines in Annex 8), the Contracting Authority(s) shall obtain authorisation from the Supplier, giving at least 48 hours notice.
- 4.17.2 The Supplier shall provide any necessary documentation, overseas Drivers pack and other relevant items required for the particular European Country where the

Vehicle is being taken and that it is covered by a relevant breakdown and recovery package. The Supplier's insurance cover shall be provided (if requested) when a Vehicle is taken overseas.

- 4.17.3 It is the responsibility of Contracting Authority(s) to ensure that Drivers are legally compliant with the rules and regulations of the countries to be visited. The Supplier if requested shall assist and advise on any specific requirements
- 4.17.4 The Supplier shall provide the Vehicle on Hire Certificate (VE103B) to the Contracting Authority(s) whom shall ensure that the Driver has completed which is required when the Vehicle is driven outside UK.
- 4.17.5 In all circumstances, where a Vehicle is taken from the UK to another European country, the Driver shall return it to the UK on completion of the specified Hire Period.
- 4.17.6 The Supplier shall if required, carry out regular checks on the Hired Vehicle during such a Hire Period. Where convenient to the Contracting Authority(s), the Vehicle shall be returned to the UK to carry out the check. However, if this is not practical to the Contracting Authority(s), the Supplier shall either delegate checking of the Vehicle to a local agent or obtain direct confirmation from the Contracting Authority(s) that the Vehicle continues to be hired to them in accordance with the Vehicle Agreement.
- 4.17.7 If requested by the Contracting Authority(s) prior to the Vehicle's departure from the UK, the Supplier shall provide the minimum alterations for winterisation requirements to allow Vehicles to operate legally in all European countries for snow and ice conditions within 2 days of request.

#### **4.18 Fuels**

- 4.18.1 The Supplier shall supply all Hired Vehicles with a full tank of fuel, less delivery mileage and the Vehicle should be returned with a full tank of fuel. Delivery mileage is from the nearest available depot. If the Vehicle is then returned with less than a full tank then it shall be re-fuelled by the Supplier at the agreed fuel rate (see 4.18.6).
- 4.18.2 The Supplier's right to charge for re-fuelling depends on the Vehicle being delivered with a full tank, if the Driver has identified that the Vehicle has not been delivered with a full tank then this should be identified on the delivery note and the Driver shall be required to return the Vehicle in the same fuelled state .For example; if a half tank of fuel has been identified then the returned Vehicle must have a half tank of fuel.
- 4.18.3 The Supplier accepts that if a Contracting Authority(s) has different requirements to that described at 4.18.1 then any such differences shall be set out in the Call-Off Agreement.
- 4.18.4 The Supplier shall provide clear identification on the Vehicle of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Contracting Authority(s) shall not be liable if the Vehicle is re-fuelled with the wrong fuel type.
- 4.18.5 The Supplier shall provide clear instructions for refuelling. Where the Contracting Authority(s) incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be replaced subject to paragraph 4.7. The

Supplier shall undertake to minimise any costs associated with repairing the Vehicle.

- 4.18.6 The Supplier shall charge refuelling in line with the cost per litre as defined in the UK government weekly/monthly fuel price index, plus the Supplier's additional pence per litre refuelling charge.

[www.gov.uk/government/collections/energy-price-statistics](http://www.gov.uk/government/collections/energy-price-statistics)

#### **4.19 Special Requirements of the Contracting Authority(s)**

- 4.19.1 If required by the Contracting Authority(s) to be determined at Call-Off Agreement stage, the Supplier shall provide specialist services similar to the ones listed below. The prices for these services should be added to Pricing Schedule – Framework Agreement Schedule 3. This list is for indicative purposes only:
- 4.19.2 Vehicles with controls and necessary adjustments appropriate to the needs of disabled Drivers eg fitment of Lynx Hand Controls
- 4.19.3 Minor modifications e.g. fitment of roof rack;
- 4.19.4 Delivery/Collection Charge greater than 10 miles from nearest supplier Depot (£)
- 4.19.5 Delivery/Collection Charge equal to or less than 10 miles from nearest supplier Depot (£)
- 4.19.6 Out of hours delivery charges.
- 4.19.7 Fuel Charge per litre if a Vehicle is returned with less fuel than when delivered (in addition to pump price).
- 4.19.8 One Way Hire surcharge.
- 4.19.9 Online Booking Discount.
- 4.19.10 Cancellation cost of a Hire Booking when less than 2 hours notice has been given - (this shall not exceed 1 day's rental).
- 4.19.11 Airport Hire Surcharge.
- 4.19.12 Charge per pick up or drop off at an Airport or a Railway Station .
- 4.19.13 Administration Charge for processing Speeding, Parking Fines, Congestion charging .
- 4.19.14 Charge for DVLA driver check .
- 4.19.15 Charge for loss of keys.
- 4.19.16 Charge per day to Take Hire Vehicle to Europe.
- 4.19.17 Charge for Recovering a Hire Vehicle from Europe.
- 4.19.18 Daily surcharge for Towbar equipped vehicle (where available).
- 4.19.19 Daily surcharge for Flashing Beacon (magnetic mount).
- 4.19.20 Charge for Satellite Navigation System .

4.19.21 Abortive delivery or collection charge (ref. 4.15).

4.19.22 Provide older specific Vehicles; (not included in Pricing Schedule 3 Framework Agreement prices to be determined at Call-Off agreement stage)

#### 4.20 **Sustainability**

4.20.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Services provided under the lotting structure of this Framework Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.

4.20.2 The Authority and the Contracting Authority(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call-Off Agreements established. Of relevance to the Services provided under this Framework Agreement, but not a fixed or exhaustive list are:

4.20.2.1 compliance with the Greening Government Commitments, in particular the Government Buying Standards for Transport and the targets around travel reduction and air quality and tailpipe emissions targets;

4.20.2.2 compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres;

4.20.2.3 promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure;

4.20.2.4 delivery of Social Value;

4.20.2.5 support for Small Medium Enterprises (SMEs), social enterprises and mutuals, including prompt payment;

4.20.2.6 support for Equalities including Disability and promotion of equality of access;

4.20.2.7 the Contracting Authority(s) Travel Policy (where provided).

4.20.3 All Central and Civil Government Departments must meet the Greening Government Commitments (as revised or superseded):

<https://www.gov.uk/government/publications/greening-government-commitments-targets>

4.20.4 The Greening Government Commitments includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.

4.20.5 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at

Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement.

- 4.20.6 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly Vehicles wherever feasible. Suppliers' Vehicles in the UK shall comply with the target set out in the "Government Buying Standards – Transport" including those for CO2 emissions (measured in g/km of CO2).

#### **4.20 Key Performance Indicators**

- 4.21.1 The Supplier shall at all times comply with the Service Levels and Key Performance Indicators as described in Framework Agreement Schedule 2 – Annex 2 - Key Performance Indicators.
- 4.21.2 Where the Contracting Authority(s) requires different Service Levels and Key Performance Indicators these shall be set out in the Call-Off Agreement.

#### **4.21 Penalties Fines and Congestion Charges**

- 4.22.1 The Supplier shall not be responsible for the payment of fines, fees or penalties incurred by the Contracting Authority(s) or the Contracting Authority(s) Driver of a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties").
- 4.22.2 The Supplier shall ensure that the Contracting Authority(s) promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.
- 4.22.3 The Supplier may charge an administrative fee, forwarded to the Contracting Authority(s) with the Penalty documentation, as stated within Schedule 3 of the Framework Agreement.
- 4.22.4 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 Contracting Authority(s) in sufficient time following receipt of the Penalty or charge.
- 4.22.5 Where the Contracting Authority(s) notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges then the Supplier shall (where possible) provide the Contracting Authority(s) with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

#### **4.22 The Hire Period**

- 4.23.1. The Hire Period shall usually last between 1 to 28 days. However, the Supplier shall also make provision for Hire Periods of up to 1 year or longer.

#### **4.23 Mileage Restriction**

- 4.24.1 No mileage restriction shall apply to the use of Vehicles provided on hire pursuant to this Framework Agreement, i.e. they shall be provided on the basis of

unlimited mileage. It is, however, recognised that some Vehicles may be subject to mileage restriction for servicing and maintenance requirements and that the Supplier shall need to ensure that manufacturer inspection and servicing guidelines are carried out to ensure both the Vehicle can be safely operated, but also that the Vehicle warranty is not invalidated. The Supplier to identify such Vehicles to the Contracting Authority(s).

- 4.24.2 It should be noted that the Supplier, if required, shall (at a time mutually convenient to both the Contracting Authority(s) and the Supplier) change the Vehicle during the Hire Period for a Vehicle of an equivalent standard. Reasons may include, but not limited to, the mileage on the Vehicle becoming excessively high.

#### **4.25 General Requirements**

- 4.25.1 The Supplier shall be accredited by the British Vehicle Leasing & Rental Association by a similarly recognised organisation and operate a mandatory Code of Conduct and/or compliance with accreditation standards.  
<http://www.bvrla.co.uk>

### **5 MANDATORY REQUIREMENTS - LOT 3 UK MINIBUS HIRE.**

This Vehicle Hire Lot is intended for the provision of the hire of 9 to 17 seater minibuses. Minibuses will be hired without a driver provided by the Supplier in the UK.

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 3 UK Minibus Hire. in order to meet the service delivery requirements of this Framework Agreement.

It is important that Suppliers take time to fully understand this important part of the service delivery requirement, all Mandatory Service Requirements, as listed below shall be required to commence from the implementation of the Call-Off Agreement with the Contracting Authority(s).

- a) **Vehicle Specifications.** The Supplier shall be able to fulfil all aspects of Vehicle Specifications 5.1.
- b) **Account Management** The Supplier shall be able to fulfil all aspects of Account Management for Contracting Authority(s). Please refer to paragraph 5.2.
- c) **Documentation** - The Supplier shall be able to fulfil all aspects of Documentation requirements for Contracting Authority(s). Please refer to paragraph 5.3.
- d) **Breakdown and Roadside Assistance** - The Supplier shall be able to fulfil all aspects of Breakdown and Roadside Assistance for Contracting Authority(s). Please refer to paragraph 5.4.
- e) **Accident/Incident Reporting** - The Supplier shall be able to fulfil all aspects of Accident/Incident Reporting for Contracting Authority(s). Please refer to paragraph 5.5.
- f) **Maintenance** - The Supplier shall be able to fulfil all aspects of Maintenance for Contracting Authority(s). Please refer to paragraph 5.6.
- g) **Replacement Vehicles** - The Supplier shall be able to fulfil all aspects of Replacement Vehicles for Contracting Authority(s). Please refer to paragraph 5.7.

- h) **Motor Insurance Database** - The Supplier shall be able to fulfil all aspects of Motor Insurance Database for Contracting Authority(s). Please refer to paragraph 5.8.
- i) **Airport Service** - The Supplier shall be able to fulfil all aspects of Airport Service for Contracting Authority(s). Please refer to paragraph 5.9.
- j) **Data Security Management** - The Supplier shall be able to fulfil all aspects of Data Security Management. Please refer to paragraph 5.10.
- k) **Confidentiality/Enhanced Security** - The Supplier shall be able to fulfil all aspects of Confidentiality/Enhanced Security for Contracting Authority(s). Please refer to paragraph 5.11.
- l) **Hours of Service** - The Supplier shall be able to fulfil all aspects of Hours of Service for Contracting Authority(s). Please refer to paragraph 5.12.
- m) **Booking Arrangements** - The Supplier shall be able to fulfil all aspects of Booking Arrangements for Contracting Authority(s). Please refer to paragraph 5.13.
- n) **Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Delivery and Collection for Contracting Authority(s). Please refer to paragraph 5.14.
- o) **Cancellation/Abortive Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Cancellation/Abortive Delivery and Cancellation for Contracting Authority(s). Please refer to paragraph 5.15.
- p) **Payment and Invoicing** - The Supplier shall be able to fulfil all aspects of Payment and Invoicing for Contracting Authority(s). Please refer to paragraph 5.16.
- q) **Taking Vehicles to Other European Countries** - The Supplier shall be able to fulfil all aspects of Taking Vehicles to Other European Countries for Contracting Authority(s). Please refer to paragraph 5.17.
- r) **Fuels** - The Supplier shall be able to fulfil all aspects of Fuel for Contracting Authority(s). Please refer to paragraph 5.18.
- s) **Special Requirements of Contracting Authority(s)** - The Supplier shall be able to fulfil all aspects of Special Requirements for Contracting Authority(s). Please refer to paragraph 5.19.
- t) **Sustainability** - The Supplier shall be able to fulfil all aspects of Sustainability for Contracting Authority(s). Please refer to paragraph 5.20.
- u) **Key Performance Indicators** - The Supplier shall be able to fulfil all aspects of Key Performance Indicators for Contracting Authority(s). Please refer to paragraph 5.21.
- v) **Penalties, Fines and Congestion Charges** - The Supplier shall be able to fulfil all aspects of Penalties, Fines, and Congestion Charges for Contracting Authority(s). Please refer to paragraph 5.22.
- w) **Nominated Crown Travel & Venue Service (RM3735) Companies** - The Supplier shall make information available to nominated Crown Travel & Venue Service Companies. Please refer to paragraph 5.23.
- x) **The Hire Period** - The Supplier shall provide Vehicles for a range of Hire Periods. Please refer to paragraph 5.24.
- y) **Mileage Restrictions** - The Supplier shall be able to fulfil all aspects of Mileage Restrictions. Please refer to paragraph 5.25.

- z) **General Requirements** – The Supplier shall be able to fulfil all aspects of General Requirements. Please refer to paragraph 5.26

## **5.1 Vehicle Specifications**

- 5.1.1 The Supplier shall provide manual transmission Vehicles for all hires (where possible) unless the Contracting Authority(s) has requested a Vehicle with automatic transmission. Automatic transmission Vehicles can be requested on the grounds of disability and/or duty of care where it would enhance safety. It is also acknowledged that Electric Vehicles and some other low emission technology Vehicles are automatic.
- 5.1.2 Where appropriate to the Vehicle type the Supplier shall have both diesel, petrol, electric and ULEV (Ultra Low Emissions) Vehicles available, with a focus on supporting the Government Buying Standards targets (for example, reduction of Co2 emissions).
- 5.1.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire.
- 5.1.4 All Minibuses supplied shall:
- 5.1.4.1 unless otherwise requested conform to the manufacturer's minimum base model sold in the UK including spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment including but not limited to red triangle;
  - 5.1.4.2 where specified by the Contracting Authority(s), be provided using an industry standard Vehicle coding scheme for example Association of Car Rental Industry Systems and Standards (ACRIS) or similar;
  - 5.1.4.3 be clean inside and out, including clean windows;
  - 5.1.4.4 have a full tank of fuel, less any delivery distance travelled, unless otherwise specified by the Contracting Authority(s);
  - 5.1.4.5 have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
  - 5.1.4.6 have been maintained according to the manufacturer's recommendations;
  - 5.1.4.7 be fit for purpose, roadworthy and meet all legal compliance requirements;
  - 5.1.4.8 have (where reasonably possible) emissions compliant with Government Buying Standards;
  - 5.1.4.9 a working 12v accessory power socket

5.1.4.10 have forward facing seats;

5.1.4.11 have all seats fitted with seat-belts;

5.1.4.12 be less than 5 years old from the date of first registration;

## **5.2 Account Management**

- 5.2.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
- 5.2.2 The Supplier shall within 5 days of signing a Call-Off Agreement provide the Contracting Authority(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority(s). This shall be agreed prior to the Supplier and Contracting Authority(s) entering into the Call-Off Agreement.
- 5.2.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Authority(s).
- 5.2.4 The Supplier shall support the Contracting Authority(s) in relation to the Services provided, including recommendations on the most cost-effective and fuel efficient Vehicle options, expenditure reduction, pricing, answering queries and dealing with complaints.
- 5.2.5 The Supplier shall where appropriate and with agreement of the Contracting Authority(s), apply knowledge and expertise to support Contracting Authority(s) to design best value solutions across their organisations. Across organisations means all aspects of Vehicle travel, including Vehicle Hire, and Vehicle procurement.
- 5.2.6 The Supplier shall provide information in relation to Vehicle Hire CO2 emissions and advice on carbon reduction across all aspects of Vehicle travel.
- 5.2.7 The Supplier shall when required provide recommendations, information, calculation and advice on how to reduce Vehicle Hire expenditure.
- 5.2.8 Provide publicity/marketing of the Framework Agreement e.g. displays and road shows etc.
- 5.2.9 Management Information and Data Reporting shall be provided to the Authority in a dashboard format for data across all Contracting Authority(s) and to individual Contracting Authority(s) (for their data), free of charge. The minimum level of information required is outlined in Management Information and Data Reporting Schedule 9 in Framework Agreement.
- 5.2.10 The Supplier shall make such Management Information and Data Reports as are set out in the Call-Off Agreement available to the Contracting Authority(s) via an electronic solution (e.g. online or email in spread sheet format) to the Contracting

Authority(s) free of charge. The Supplier shall be responsible for the integrity of the data at all times.

- 5.2.11 The Supplier shall provide a Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually by the Authority.
- 5.2.12 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Authority(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Authority(s) at the Call-Off Agreement stage.
- 5.2.13 The Supplier shall ensure that the Contracting Authority(s) is fully briefed regarding Best Practice activities in relation to the Contracting Authority(s) recording of Out of Hours/After Hours Hire requests (and other ancillary Services), fuel tank levels on delivery and collection, and the recoding of Vehicle damage. This is to ensure that there is a clear audit trail between Supplier and the Contracting Authority(s). The Supplier shall provide monthly (or at a frequency agreed at Call-Off Agreement stage) reports to the Contracting Authority(s) regarding the level Out of Hours/After Hours Hire requests (and other ancillary Services) being called for, fuel tank levels on delivery and collection of Hired Vehicles, and the recoding of Vehicle damage by the Contracting Authority(s) including all associated charges and cooperate with the Contracting Body(s) with regard to the reconciliation Contracting Authority(s) own records against the Supplier's reports.
- 5.2.14 In order that the Contracting Authority(s) is fully aware of the implications of its Drivers failing to correctly refuel a Hired Vehicle in accordance with the refuelling requirements agreed in the Call-Off Agreement on return to the Supplier, the Supplier shall explain to the Contracting Authority(s) how the Supplier calculates any differences (fuel volume and fuel cost) associated with the refuelling of a Hired Vehicle. The Supplier shall also make recommendations to the Contracting Authority(s) on how best it can educate its Drivers to follow the refuelling requirements of the Call-Off Agreement and what to do (such as keeping a record of the fuel level) when the refuelling requirement cannot be met.

### **5.3 Documentation.**

- 5.3.1 At the commencement of the Hire Period, the Supplier shall provide the Driver with:
  - 5.3.1.1 the Supplier standard documentation with all the relevant details completed, consisting of as a minimum;
  - 5.3.1.2 a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;
  - 5.3.1.3 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;
  - 5.3.1.4 Vehicle Inspection Form;

5.3.1.5 Supplier shall provided damage report when requested by the Driver or Contracting Authority(s);

5.3.1.6 instruction how to access the Vehicle, including any Driver smart cards required to gain access to the Vehicle, as per the Suppliers' normal means;

5.3.1.7 All documentation must be in English.

#### **5.4 Breakdown and Roadside Assistance**

5.4.1 The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. Supplier shall attend within 1 hour and service re-instated with 2 hours following receipt of the initial call. It is noted that there are some international exceptions to the provision of breakdown cover. This is where a breakdown covers which is provided for a Vehicle hired in the UK and to be taken to other European Countries. Contracting Authority(s) shall contact the Supplier to agree cover in these eventualities.

5.4.2 The Supplier shall prioritise breakdown and roadside assistance calls from lone female and/or Vulnerable Drivers.

5.4.3 In accordance with paragraph 5.3 above, the Supplier shall provide contact details for the roadside assistance at the time of delivery of the Vehicle.

5.4.4 In case of a breakdown/incident where the original Vehicle is unable to complete the journey, the Supplier is required to provide the transfer and onward movement of loads/passengers to a point specified by the Contracting Authority(s). Onward journey to start within 2 hours of breakdown/incident.

#### **5.5 Accident / Incident reporting.**

5.5.1 Photographic evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage.

5.5.2 If any damage occurring to a Hired Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver, within 4 working hours of the termination of the hire (unless an alternative timescale is determined at Call-Off Agreement stage). A full report of any such damage (including photographic evidence if required) detailing the Contracting Authority(s) liability shall be provided.

5.5.3 The Supplier shall, if the Contracting Authority(s) so requires, at their own expense, obtain an Vehicle Damage Assessors report and provide photographic evidence for all damage where the estimated cost is over £250 (exclusive of VAT) to repair. Vehicle Damage Assessors shall be ATA accredited.

5.5.4 Where the Contracting Authority(s) accepts liability for damage any costs associated with the above Vehicle Damage Assessors report shall be added to the repair invoice. The cost of the Vehicle Damage Assessors report is capped at £250 per report.

- 5.5.5 The Supplier shall supply a copy of the repair invoice, together with any Vehicle Damage Assessors report to substantiate any claim for reimbursement from third parties to the Contracting Authority(s).
- 5.5.6 Where a claim arises from a third party against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Contracting Authority(s) has liability for such claim, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Contracting Authority(s) liability shall be provided. If the Contracting Authority(s) accepts that the claim is likely to fall within the Contracting Authority(s) liability, the Supplier shall fully co-operate with the Contracting Authority(s) in responding to any such claim.
- 5.5.7 Where a third party is responsible for any damage arising to the Supplier's Vehicle (and has accepted full liability), and the Contracting Authority(s) has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier shall not pursue the Contracting Authority(s) for any payment but shall handle the claim, excluding any claim by the Contracting Authority(s), directly through the third party's insurance or other representative.
- 5.5.8 Where losses have been incurred by the Contracting Authority(s) as a result of liability from a third party, the Supplier shall contact the Contracting Authority(s) and/or their insurance company and/or managing agent as agreed in the Call-Off Agreement.
- 5.5.9 Where the Vehicle is damaged beyond economic repair, and the Contracting Authority(s) are found to be at fault, the Contracting Authority(s) shall only be liable for the residual trade book value.

## **5.6 Maintenance**

- 5.6.1 The Supplier shall be responsible for arranging (at their own expense) the costs of:
  - 5.6.1.1 normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended periodically;
  - 5.6.1.2 repairs of Hired Vehicles arising outside of normal routine maintenance;
  - 5.6.1.3 tyre, battery and exhaust replacements in respect of Hired Vehicles during the Hire Period corresponding to each such Hired Vehicle;
  - 5.6.1.4 repairs (excluding any costs attributable to deterioration due to fair wear and tear) due to Driver negligence or Driver damage shall be chargeable to the Contracting Authority(s).

## **5.7 Replacement Vehicles**

- 5.7.1 In the event of a breakdown or other occurrence, such as an accident, which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:
  - 5.7.1.1 provide a replacement Vehicle of at least the same standard. If it is determined that a replacement Vehicle is required, the replacement shall be provided within 2 hours. This Service is required 24 hours a day, 7 days per week, 365 days a year, 366 days in a leap year;

- 5.7.1.2 ensure the breakdown or road assistance package includes a provision to take the Driver and any passengers and cargo to their requested destination outside 'office hours' or to the Supplier's nearest depot or to the Driver's official business destination during 'office hours'.

## **5.8 Motor Insurance Database**

- 5.8.1 The Supplier shall maintain and update the Motor Insurance Database (MID) of all hires at all times in order to meet the requirements of the EU Motor Insurance Directive.
- 5.8.2 The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial Vehicles, to the Contracting Authority(s) within the necessary timescales where the Contracting Authority(s), undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Contracting Authority(s) to upload their rental fleet profile onto the MID.

## **5.9 Airport Service**

- 5.9.1 Where necessary the Supplier shall provide courtesy transport to and from their rental outlets when arriving or departing from an airport during outlet office hours.
- 5.9.2 If necessary the Supplier shall provide a meet and greet service, if the Supplier's depot is not located at the airport.

## **5.10 Data Security Management**

- 5.10.1 It is mandatory by the date of the Framework Agreement commencement (or at a later date as agreed) that the Supplier is able to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier. This mandatory requirement is in order to further reduce the levels of cyber security risks in the supply chain. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as *Cyber Essentials* and an advanced level of assurance known as *Cyber Essentials Plus*. With regard to the Services, Suppliers must demonstrate that they have achieved the basic level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
  - 5.10.1.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
  - 5.10.1.2 A supplier has not got a current and valid Cyber Essentials certificate, but is working towards gaining it, and shall confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement (or a later date as agreed)
  - 5.10.1.3 A Supplier has not got a current and Valid Cyber Essentials certificate but can demonstrate or shall be able to demonstrate by the date of the Framework Agreement (or a later date as agreed) that its organisation meets the technical requirements prescribed by the Cyber Essentials

Scheme as detailed in the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier; or

- 5.10.2 The Supplier is exempt from complying with the requirements at paragraph 5.10.1.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard (and shall be verified as such) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier. The body(s) employed by the Supplier to carry out the verification shall be approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.
- 5.10.3 The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 5.10.4 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 5.10.1 to 5.10.2 (inclusive) where such Sub-Contractors are responsible for receiving data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier.
- 5.10.5 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

## **5.11 Confidentiality/Enhanced Security**

- 5.11.1 In certain instances, the Supplier shall agree with Contracting Authority(s) in individual Call-Off Agreement to supply :
  - 5.11.1.1 Hired Vehicles to be used in surveillance operations and therefore the Supplier shall ensure Contracting Authority(s) are able to change these Vehicles at short notice, should they become compromised;
  - 5.11.1.2 A greater level of security where for example a number of the Contracting Authority(s) Vehicles are involved in law enforcement and covert operations that require a higher level. The Supplier and their Sub-Contractors shall be required to provide a higher level of security, as agreed with the Contracting Authority(s), throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the Vehicles, the identity of the Drivers and the operational effectiveness. This may include the requirement to keep the Contracting Authority(s) details anonymous and in some cases

adopting a pseudonym name for use by the Supplier and their Sub-Contractors. In such cases, the Supplier shall ensure that booking confirmations and any other documentation should only contain the details that would not disclose the true identity of the relevant Contracting Authority(s).

5.11.1.3 Use of the Contracting Authority(s) own internal electronic booking system, and in such cases the Supplier shall provide the facility to accept (subject to entering into a Code of Connection agreement which shall subject to a separate charge to be agreed with Contracting Authority(s) at Call-Off Agreement) an electronic feed to receive booking information from the Contracting Authority(s) system.

5.11.1.4 There may be some occasions when “disguised” Vehicles may be required for covert operations. Such Vehicles may be required to have the appearance of used Vehicles but are fully road-worthy or have signage or livery. Those Vehicles will meet the Vehicle Specifications in paragraph 5.1

## **5.12 Hours of Service**

5.12.1 The Supplier shall ensure that its operating hours in relation to the provision of the Services for the UK, shall be as a minimum:

08:00 to 18:00 Monday to Friday, excluding Bank Holidays

09:00 to 12 noon. Saturday

5.12.2 The Supplier shall provide an Out of Hours/After Hours service for any delivery or collection of a Vehicle outside of the normal operating hours in the UK.

5.12.3 The Supplier shall provide an Out of Hours/After Hours emergency contact number which must be a local rate number, where required by the Contracting Authority(s) to hire Vehicles at short notice outside of the normal operating hours.

## **5.13 Booking Arrangements.**

5.13.1 Booking arrangements for the provision of Hired Vehicles shall depend on the Contracting Authority(s) individual requirements within departmental travel policies. Further details of these shall be set out in the Call-Off Agreement. The Supplier shall make systems available which allow the Contracting Authority(s) to make bookings via telephone, facsimile, email and through a secure online booking tool, which is accessible via the internet worldwide.

5.13.2 The Supplier shall provide to each Contracting Authority(s), a simple listing of all charges for all types of bookings relevant to their requirements and travel policies.

5.13.3 The Supplier shall provide an online booking tool to the Contracting Authority(s). The booking tool shall have the facility to identify which classes of Vehicle are within or out of the Contracting Authority(s) travel policy and to be able to block Vehicles outside the Contracting Authority(s) travel policy. The booking tool shall

also have the facility to enable line management pre-trip approval where required.

5.13.4 The Supplier shall where required, provide training in the use of the online booking tool. However, the booking tool shall be designed to be intuitive in use.

5.13.5 The Supplier shall provide an Offline Booking service via a call centre, whereby bookings can be made either by telephone, facsimile or email.

5.13.6 The Supplier shall provide an emergency Out of Hours/After Hours telephone booking service.

5.13.7 As a minimum requirement each Vehicle Order shall specify:

5.13.7.1 the Contracting Authority(s) hiring the Vehicle;

5.13.7.2 the cost centre;

5.13.7.3 the name, staff / service number and email of the Booker;

5.13.7.4 the name, staff / service number of the main Driver and the names of any additional Drivers;

5.13.7.5 contact telephone number, facsimile number and/or email address of the Supplier and Contracting Authority(s);

5.13.7.6 the group and type of Vehicle required;

5.13.7.7 insurance, if required by the Contracting Authority(s);

5.13.7.8 special requirements, such as disability controls and adjustments, roof racks, snow chains, child seats, sat navigation, etc.;

5.13.7.9 the date, time and location of commencement of hire;

5.13.7.10 the date, time and location of termination of hire;

5.13.7.11 if delivery or collection is required, the address where the Vehicle should be delivered to and/or collected from;

5.13.7.12 flight details in the case of delivery/pick up to/from the airport;

5.13.7.13 additional extras e.g. delivery and collection charges;

5.13.7.14 possible congestion charge, automated tolls.

5.13.8 If a Vehicle from the group requested by the Booker is not available, the Supplier shall endeavour to provide a Vehicle of the same emissions level. If an upgrade to a different Vehicle group is provided the cost of the Vehicle originally requested shall apply and if a Vehicle of a lower standard is provided the cost of the Vehicle from the lower group shall apply. The Supplier shall notify the

Contracting Authority(s) of any changes to their requested Vehicle prior to delivery. Notification of such changes shall allow sufficient time for the Contracting Authority(s) to make alternative arrangements if necessary. If such changes are found not acceptable, the Contracting Authority(s) shall reserve the right to cancel the Vehicle without penalty or cancellation charge.

- 5.13.9 Following a booking, the Supplier shall make Vehicles available within the timeframes specified in Annex 5 (Lot 3 Minibuses Vehicle types and availability).
- 5.13.10 In remote rural delivery locations the Supplier shall notify the Contracting Authority(s) if the availability period needs to be extended. If the Supplier does not notify the Contracting Authority(s) then standard delivery times would prevail.
- 5.13.11 The Supplier shall provide the Contracting Authority(s) with a single unique number (which could be the reservation number) at the time of booking of each Vehicle, this shall be carried through all stages shall and be used in all correspondence relating to the Hired Vehicle, including invoicing and reported in Management Information and Data reporting (refer to paragraph 5.2.9).
- 5.13.12 The Supplier agrees that a "no turn down" policy shall apply to the supply of all Vehicles. When the Supplier is not able to supply the demand from the Supplier's fleet, they shall use Sub-Contractors, as they deem necessary, with no additional cost to the Contracting Authority(s).
- 5.13.13 Sub-Contracting by the Supplier in any way shall not relieve the Supplier from any of their responsibilities under this Framework Agreement. It is the Supplier's responsibility to ensure that all Sub-Contractors comply with all Key Performance Indicators as well as any relevant legislation and security procedures.
- 5.13.14 The Supplier shall take overall responsibility for ensuring that all Sub-Contractors engaged under this Framework Agreement are compliant with the current and future legislation pertaining to all Vehicle Hire services.
- 5.13.15 Drivers holding a full driving license shall to be able to hire Vehicles with no minimum age restriction.

#### **5.14 Delivery and Collection**

- 5.14.1 The Supplier shall supply the Vehicle on the date and time (or on the day prior) as specified in the Vehicle Order and in accordance with the instructions of the Contracting Authority(s) at the price agreed in the Framework Agreement or Call-Off Agreement (whichever is lower). The Hire Period shall commence at the time requested or when the Hired Vehicle is delivered or picked up and signed for, whichever is the later, and shall terminate at the time specified at the time of booking or when the Hired Vehicle is collected or returned to the Supplier, whichever is the earlier.
- 5.14.2 Where multiple Drivers are involved, one representative only shall need to present themselves at the hire location.
- 5.14.3 The Supplier's liability for loss or damage to a Hired Vehicle ceases at the time specified at booking or on delivery, whichever is the later, and shall (**unless a**

**different duration is agreed in the Call-Off Agreement)** commence again either 2 working hours after the time specified at booking or 2 working hours after the hire is terminated or when the Hired Vehicle is collected, whichever is the earlier.

- 5.14.4 The Supplier shall provide the Driver with a full familiarisation of the Hired Vehicle's controls and other characteristics specific to the Hired Vehicle upon delivery. The Supplier shall ensure that the type of fuel used in the Vehicle is highlighted to the Driver. Where the Driver is not present at the time of delivery, familiarisation details (which stress the type of fuel used) shall be provided with the Hired Vehicle. If specialist equipment is provided the Supplier shall provide the Driver with the appropriate familiarisation awareness training necessary to safely, legally and effectively perform their duties. The Supplier shall record the Driver's details and training provided for the specialist equipment, wherever possible or necessary.
- 5.14.5 Where representatives of the Contracting Authority(s) are unavailable at the time the Hired Vehicle is delivered, the Supplier shall leave a Vehicle Inspection Form in the Hired Vehicle, for the attention of the Driver, clearly showing any points where any damage, however slight, has been noted on the Hired Vehicle. In order to carry out this inspection of the minibus must be clean and left in a well lit area (if possible).
- 5.14.6 If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, recording the mileage for the Driver's attention and report to the Contracting Authority(s) (or the Contracting Authority(s) nominated agent) details of any additional damage within 4 working hours of the termination of the hire. To allow accurate time stamping the report should be in an email format. A copy of the Vehicle Inspection Form should also be left at the collection address. Failure to do so shall result in the Contracting Authority(s) not being liable for damage claims.
- 5.14.7 The Supplier shall ensure that, where a Vehicle has ended its hire and its continued presence at the Contracting Authority(s) work premises or at a private address causes problems, the Vehicle is removed promptly at an agreed time upon receipt of notification from the Contracting Authority(s). The Contracting Authority(s) shall provide up to 2 hours paid parking (**unless a different duration is agreed in the Call-Off Agreement**) where the Vehicle is to be collected from a pay and display car park, parking meter etc.
- 5.14.8 In the event of a Vehicle being returned late the Supplier shall apply a grace period of 59 minutes before charges for an additional day are incurred. Daily charges shall be incurred while the Vehicle is in the Drivers possession or control.
- 5.14.9 The Supplier shall, provided there has been prior notification and is agreed by the Supplier, allow the Contracting Authority(s) to hire a Vehicle from one location and return it to another.

- 5.14.10 When requested to deliver to a point which requires payment for parking such as a pay and display meter and it is practical to do so (for example it shall not be practical in the case of a very large vehicle), the Supplier shall pay for 2 hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Contracting Authority(s) to the Supplier.
- 5.14.11 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Contracting Authority(s)) the delivered Vehicle is parked in a well lit, open area.

## **5.15 Cancellation /Abortive Delivery and Collection.**

- 5.15.1 In the event that a Hired Vehicle requires cancellation, the Contracting Authority(s) shall notify the Supplier, where it is reasonably possible to do so, at least 2 working hours prior to the commencement of the hire. Charges shall not apply for any bookings which are cancelled more than 2 working hours prior to rental commencement. In the case of home deliveries, cancellation should be made 4 working hours prior to rental commencement and the Supplier shall issue written confirmation along with a reference number which confirms the booking has been cancelled.
- 5.15.2 The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed. In remote delivery locations that are more than 50 miles from the Supplier's nearest depot, then 4 working hours notice must be provided by the Contracting Authority(s).
- 5.15.3 In the event where the Contracting Authority(s) has failed to provide notice of cancellation at least 2 working hours (or 4 working hours for home or remote locations) prior to the requested commencement of hire time, and the Vehicle has been delivered or is in the process of being delivered, the Supplier shall be entitled to an abortive delivery charge which shall not exceed which shall not exceed 1 day's rental.
- 5.15.4 Where the Supplier has endeavoured to pick up a Vehicle as per the Contracting Authority(s) instructions and the Vehicle is not available, after a waiting time of 59 minutes (or a time agreed in the Call-Off Agreement) has elapsed, the Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's rental.
- 5.15.5 Daily charges shall be incurred while the Vehicle is the Driver's possession or control.
- 5.15.6 The Supplier shall process any amendments or cancellations to bookings as requested and identify in advance any cancellation fees that shall be incurred as a consequence.
- 5.15.7 The Supplier shall refund all incorrect charges within 10 working days of cancellation to the Contracting Authority(s).

## **5.16 Payment and Invoicing**

- 5.16.1 The Supplier shall offer the Contracting Authority(s) a choice of payment options, to include and not be limited to bill-back, electronic billing, and corporate payment cards and lodged cards, to be discussed and agreed at the Call-Off Agreement stage.
- 5.16.2 Where requested by the Contracting Authority(s), the Suppliers systems shall interface with the Contracting Authority(s) e-Commerce (Purchase2Pay) system.
- 5.16.3 Where the Contracting Authority(s) do not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution as agreed at Call-Off Agreement stage.
- 5.16.4 The Online Booking System shall hold and or provide the facility for the Booker to insert the three-digit CCV security code.
- 5.16.5 Where the payment option chosen by the Contracting Authority(s) includes the mechanism for invoicing, the Supplier shall invoice all usual charges within the financial year in which the charges apply (it is recognised that some ad hoc requirements for example, invoices for damage to Vehicles, may take longer).
- 5.16.6 The Supplier shall have the ability to attribute the cost of each booking to the Contracting Authority(s) bookers Cost Centre Code.

## **5.17 Taking Vehicles to other European Countries.**

- 5.17.1 If the Hired Vehicle is to be taken out of the UK, to another European country, (for the purpose of this Framework Agreement European Countries is defines in Annex 8), the Contracting Authority(s) shall obtain authorisation from the Supplier, giving at least 48 hours notice.
- 5.17.2 The Supplier shall provide any necessary documentation, overseas Drivers pack and other relevant items required for the particular European Country where the Vehicle is being taken and that it is covered by a relevant breakdown and recovery package. The Supplier's insurance cover shall be provided (if requested) when a Vehicle is taken overseas.
- 5.17.3 It is the responsibility of Contracting Authority(s) to ensure that Drivers are legally compliant with the rules and regulations of the countries to be visited. The Supplier if requested shall assist and advise on any specific requirements
- 5.17.4 The Supplier shall provide the Vehicle on Hire Certificate (VE103B) to the Contracting Authority(s) whom shall ensure that the Driver has completed which is required when the Vehicle is driven outside UK.
- 5.17.5 In all circumstances, where a Vehicle is taken from the UK to another European country, the Driver shall return it to the UK on completion of the specified Hire Period.
- 5.17.6 The Supplier shall if required, carry out regular checks on the Hired Vehicle during such a Hire Period. Where convenient to the Contracting Authority(s), the

Vehicle shall be returned to the UK to carry out the check. However, if this is not practical to the Contracting Authority(s), the Supplier shall either delegate checking of the Vehicle to a local agent or obtain direct confirmation from the Contracting Authority(s) that the Vehicle continues to be hired to them in accordance with the Vehicle Agreement.

- 5.17.7 If requested by the Contracting Authority(s) prior to departure from the UK, the Supplier shall provide the minimum alterations for winterisation requirements to allow Vehicles to operate legally in all European countries for snow and ice conditions within 2 days of request.

## **5.18 Fuels**

- 5.18.1 The Supplier shall supply all Hired Vehicles with a full tank of fuel, less delivery mileage and the Vehicle should be returned with a full tank of fuel. Delivery mileage is from the nearest available depot. If the Vehicle is then returned with less than a full tank then it shall be re-fuelled by the Supplier at the agreed fuel rate (see 5.18.6).
- 5.18.2 The Supplier's right to charge for re-fuelling depends on the Vehicle being delivered with a full tank, if the Driver has identified that the Vehicle has not been delivered with a full tank then this should be identified on the delivery note and the Driver shall be required to return the Vehicle in the same fuelled state. For example, if half tank of fuel has been identified then the returned Vehicle must have a half tank of fuel.
- 5.18.3 The Supplier accepts that if a Contracting Authority(s) has different requirements to that described at 5.18.1 then any such differences shall be set out in the Call-Off Agreement.
- 5.18.4 The Supplier shall provide clear identification on the Vehicle of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Contracting Authority(s) shall not be liable if the Vehicle is re-fuelled with the wrong fuel type.
- 5.18.5 The Supplier shall provide clear instructions for refuelling. Where the Contracting Authority(s) incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be replaced subject to paragraph 5.7. The Supplier shall undertake to minimise any costs associated with repairing the Vehicle.
- 5.18.6 The Supplier shall charge refuelling in line with the cost per litre as defined in the UK government weekly/monthly fuel price index, plus the Supplier's additional pence per litre refuelling charge.

[www.gov.uk/government/collections/energy-price-statistics](http://www.gov.uk/government/collections/energy-price-statistics)

## **5.19 Special Requirements of the Contracting Authority(s)**

- 5.19.1 If required by the Contracting Authority(s) to be determined at Call-Off Agreement stage, the Supplier shall provide specialist services similar to

the ones listed below. The prices for these services should be added to Pricing Schedule – Framework Agreement Schedule 3. This list is for indicative purposes only:

- 5.19.2 Vehicles with controls and necessary adjustments appropriate to the needs of disabled Drivers eg fitment of Lynx Hand Controls
- 5.19.3 Minor modifications e.g. fitment of roof rack;
- 5.19.4 Delivery/Collection Charge greater than 10 miles from nearest supplier Depot (£)
- 5.19.5 Delivery/Collection Charge equal to or less than 10 miles from nearest supplier Depot (£)
- 5.19.6 Out of hours delivery charges.
- 5.19.7 Fuel Charge per litre if a Vehicle is returned with less fuel than when delivered (in addition to pump price).
- 5.19.8 One Way Hire surcharge.
- 5.19.9 Online Booking Discount.
- 5.19.10 Cancellation cost of a Hire Booking when less than 2 hours notice has been given - (this shall not exceed 1 day's rental).
- 5.19.11 Airport Hire Surcharge.
- 5.19.12 Charge per pick up or drop off at an Airport or a Railway Station .
- 5.19.13 Administration Charge for processing Speeding, Parking Fines, Congestion charging .
- 5.19.14 Charge for DVLA driver check .
- 5.19.15 Charge for loss of keys.
- 5.19.16 Charge per day to Take Hire Vehicle to Europe.
- 5.19.17 Charge for Recovering a Hire Vehicle from Europe.
- 5.19.18 Daily surcharge for Towbar equipped vehicle (where available).
- 5.19.19 Daily surcharge for Flashing Beacon (magnetic mount).
- 5.19.20 Charge for Satellite Navigation System .
- 5.19.21 Abortive delivery or collection charge (ref. 5.15).
- 5.19.22 Provide older specific Vehicles; (not included in Pricing Schedule 3 prices to be determined at Call-Off agreement stage)

## **5.20 Sustainability**

- 5.20.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Services provided under the lotting structure of this Framework Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.
- 5.20.2 The Authority and the Contracting Authority(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call-Off Agreements established. Of relevance to the Services provided under this Hire, but not a fixed or exhaustive list are:
- 5.20.2.1 compliance with the Greening Government Commitments, in particular the Government Buying Standards for Transport and the targets around travel reduction and air quality and tailpipe emissions targets;
  - 5.20.2.2 compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres;
  - 5.20.2.3 promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure;
  - 5.20.2.4 delivery of Social Value;
  - 5.20.2.5 support for Small Medium Enterprises (SMEs), social enterprises and mutuals, including prompt payment;
  - 5.20.2.6 support for Equalities including Disability and promotion of equality of access;
  - 5.20.2.7 The Contracting Authority(s) Travel Policy (where provided);
- 5.20.3 All Central and Civil Government Departments must meet the Greening Government Commitments (as revised from time to time or superseded):
- <https://www.gov.uk/government/publications/greening-government-commitments-targets>
- 5.20.4 The Greening Government Commitments includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.
- 5.20.5 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement.

- 5.20.6 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly Vehicles wherever feasible. Suppliers' Vehicles in the UK shall comply with the target set out in the "Government Buying Standards – Transport" including those for CO2 emissions (measured in g/km of CO2).

## **5.21 Key Performance Indicators**

- 5.21.1 The Supplier shall at all times comply with the Service Levels and Key Performance Indicators as described in Schedule 2 Framework Agreement – Annex 2 - Key Performance Indicators.
- 5.21.2 Where the Contracting Authority(s) requires different Service Levels and Key Performance Indicators these shall be set out in the Call-Off Agreement.

## **5.22 Penalties Fines and Congestion Charges**

- 5.22.1 The Supplier shall not be responsible for the payment of fines, fees or penalties incurred by the Contracting Authority(s) or the Contracting Authority(s) Driver of a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties").
- 5.22.2 The Supplier shall ensure that the Contracting Authority(s) promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.
- 5.22.3 The Supplier may charge an administrative fee, forwarded to the Contracting Authority(s) with the Penalty documentation, as stated within Schedule 3 of the Framework Agreement.
- 5.22.4 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 Contracting Authority(s) in sufficient time following receipt of the Penalty or charge.
- 5.22.5 Where the Contracting Authority(s) notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Contracting Authority(s) with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

## **5.23 Nominated Crown Travel & Venue Service (RM3735) Companies**

- 5.23.1 When requested the Supplier shall make the Framework Agreement price schedules and details of how to hire a Vehicle, available to the nominated Crown Travel & Venue Service (RM3735) Companies (and/or the Contracting Authority(s)) that have a Framework Agreement in place between them and the Authority. This shall enable the Crown Travel & Venue Service (RM3735) Companies (and/or Contracting Authority(s)) to act as an intermediary and hire Vehicles on the Contracting Authority(s) behalf as part of their travel itinerary.

## **5.24 The Hire Period**

- 5.24.1 The Hire Period shall usually last between 1 to 28 days. However, the Supplier shall also make provision for Hire Periods of up to 1 year or longer.

## **5.25 Mileage Restriction**

- 5.25.1 No mileage restriction shall apply to the use of Vehicles provided on hire pursuant to this Framework Agreement i.e. they shall be provided on the basis of unlimited mileage. It is, however, recognised that some Vehicles may be subject to mileage restriction for servicing and maintenance requirements and that the Supplier shall need to ensure that manufacturer inspection and servicing guidelines are carried out to ensure both the Vehicle can be safely operated, but also that the Vehicle warranty is not invalidated. The Supplier to identify such Vehicles to the Contracting Authority(s).
- 5.25.2 It should be noted that the Supplier, if required, shall (at a time mutually convenient to both the Contracting Authority(s) and the Supplier) change the Vehicle during the Hire Period for a Vehicle of an equivalent standard. Reasons may include, but not limited to, the mileage on the Vehicle becoming excessively high.

## **5.26 General Requirements**

- 5.26.1 The Supplier shall be accredited by the British Vehicle Leasing & Rental Association by a similarly recognised organisation and operate a mandatory Code of Conduct and/or compliance with accreditation standards.  
<http://www.bvrla.co.uk>

<b>6 MANDATORY REQUIREMENTS - LOT 4 HEAVY GOODS VEHICLES (HGVs) HIRE AND HEAVY COMMERCIAL VEHICLES (HCVs) OVER 3.5 TONNES.</b>
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This Vehicle Hire Lot is intended for the provision of Heavy Goods Vehicles (HGVs) and Heavy Commercial Vehicles (HCVs) over 3.5 tonnes for the use by the Public Sector, including the Ministry of Defence. Hire of these Vehicles will be for the UK and Europe, with some international hire.

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 4 in order to meet the service delivery requirements of this Framework Agreement.

It is important that Suppliers take time to fully understand this important part of the service delivery requirement, all Mandatory Service Requirements, as listed below shall be required to commence from the implementation of the Call-Off Agreements with the Contracting Authority(s).

- a) **Vehicle Specifications** - The Supplier shall be able to fulfil all aspects of Vehicle Specifications 6.1.
- b) **Account Management** - The Supplier shall be able to fulfil all aspects of Account Management for Contracting Authority(s). Please refer to paragraph 6.2.
- c) **Documentation** - The Supplier shall be able to fulfil all aspects of Documentation requirements for Contracting Authority(s). Please refer to paragraph 6.3.
- d) **Breakdown and Roadside Assistance** - The Supplier shall be able to fulfil all aspects of Breakdown and Roadside Assistance for Contracting Authority(s). Please refer to paragraph 6.4.
- e) **Accident/Incident Reporting** - The Supplier shall be able to fulfil all aspects of Accident/Incident Reporting for Contracting Authority(s). Please refer to paragraph 6.5.
- f) **Maintenance** - The Supplier shall be able to fulfil all aspects of Maintenance for Contracting Authority(s). Please refer to paragraph 6.6.
- g) **Replacement Vehicles** - The Supplier shall be able to fulfil all aspects of Replacement Vehicles for Contracting Authority(s). Please refer to paragraph 6.7.
- h) **Motor Insurance Database** - The Supplier shall be able to fulfil all aspects of Motor Insurance Database for Contracting Authority(s). Please refer to paragraph 6.8.
- i) **Data Security Management** - The Supplier shall be able to fulfil all aspects of Data Security Management. Please refer to paragraph 6.9.
- j) **Confidentiality/Enhanced Security** - The Supplier shall be able to fulfil all aspects of Confidentiality/Enhanced Security for Contracting Authority(s). Please refer to paragraph 6.10.
- k) **Hours of Service** - The Supplier shall be able to fulfil all aspects of Hours of Service for Contracting Authority(s). Please refer to paragraph 6.11.

- l) **Booking Arrangements** - The Supplier shall be able to fulfil all aspects of Booking Arrangements for Contracting Authority(s). Please refer to paragraph 6.12.
- m) **Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Delivery and Collection for Contracting Authority(s). Please refer to paragraph 6.13.
- n) **Cancellation/Abortive Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Cancellation/Abortive Delivery and Cancellation for Contracting Authority(s). Please refer to paragraph 6.14.
- o) **Payment and Invoicing** - The Supplier shall be able to fulfil all aspects of Payment and Invoicing for Contracting Authority(s). Please refer to paragraph 6.15.
- p) **Taking Vehicles to Other Countries** - The Supplier shall be able to fulfil all aspects of Taking Vehicles to other countries. Please refer to paragraph 6.16.
- q) **Fuels** - The Supplier shall be able to fulfil all aspects of Fuel for Contracting Authority(s). Please refer to paragraph 6.17.
- r) **Special Requirements of Contracting Authority(s)** - The Supplier shall be able to fulfil all aspects of Special Requirements for Contracting Authority(s). Please refer to paragraph 6.18.
- s) **Sustainability** - The Supplier shall be able to fulfil all aspects of Sustainability for Contracting Authority(s). Please refer to paragraph 6.19.
- t) **Key Performance Indicators** - The Supplier shall be able to fulfil all aspects of Key Performance Indicators for Contracting Authority(s). Please refer to paragraph 6.20.
- u) **Penalties, Fines and Congestion Charges** - The Supplier shall be able to fulfil all aspects of Penalties, Fines, and Congestion Charges for Contracting Authority(s). Please refer to paragraph 6.21.
- v) **The Hire Period**- The Supplier shall provide Vehicles for a range of Hire Periods. Please refer to paragraph 6.22.
- w) **Mileage Restrictions** - The Supplier shall be able to fulfil all aspects of Mileage Restrictions. Please refer to paragraph 6.23.
- x) **General Requirements** – The Supplier shall be able to fulfil all aspects of General Requirements. Please refer to paragraph 6.24

## 6.1 Vehicle Specifications

- 6.1.1 The Supplier shall provide manual transmission Vehicles for all hires (where possible) unless the Contracting Authority(s) has requested a Vehicle with automatic transmission. Automatic transmission Vehicles can be requested on the grounds of disability and/or duty of care where it would enhance safety. It is also acknowledged that Electric Vehicles and some other low emission technology Vehicles are automatic.
- 6.1.2 Where appropriate to the Vehicle type the Supplier shall have both diesel, petrol, electric and ULEV (Ultra Low Emissions) Vehicles available, with a focus on supporting the Government Buying Standards targets (for example, reduction of CO2 emissions).

- 6.1.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire.
- 6.1.4 In the event that the Vehicles and trailers are required for freight movement where the load is of a dangerous nature, the Contracting Authority(s) shall detail this in the Call-Off Agreement.
- 6.1.5 All Vehicles supplied shall:
  - 6.1.5.1 conform to the manufacturer's minimum base model sold in the UK and shall include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment but not limited to a red triangle;
  - 6.1.5.2 appropriate, be compliant with the London Emissions Zone (LEZ) requirements;
  - 6.1.5.3 be clean inside and out including windows;
  - 6.1.5.4 have a full tank of fuel, less any delivery distance travelled, unless otherwise specified by the Contracting Authority(s);
  - 6.1.5.5 have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
  - 6.1.5.6 be inspected and maintained according to the Contracting Authority(s) DVSA "O" license requirements;
  - 6.1.5.7 be fit for purpose, roadworthy and meet all legal compliance requirements;
  - 6.1.5.8 where reasonably possible, be Euro 4, 5 or 6 compliant, depending on type of Vehicle;
  - 6.1.5.9 where reasonably expected, be compliant with European emissions regulations Euro 4, 5 or 6 depending on type of Vehicle;
  - 6.1.5.10 be less than 7 years old from the date of first registration;
  - 6.1.5.11 a working 12v accessory power socket;

## **6.2 Account Management**

- 6.2.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure

that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.

- 6.2.2 The Supplier shall within 5 days of signing a Call-Off Agreement provide the Contracting Authority(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority(s). This shall be agreed prior to the Supplier and Contracting Authority(s) entering into the Call-Off Agreement.
- 6.2.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Authority(s).
- 6.2.4 The Supplier shall support the Contracting Authority(s) in relation to the Services provided, including recommendations on the most cost-effective and fuel efficient Vehicle options, expenditure reduction, pricing, answering queries and dealing with complaints.
- 6.2.5 The Supplier shall provide information in relation to Vehicle Hire CO2 emissions and advice on carbon reduction across all aspects of Vehicle travel.
- 6.2.6 The Supplier shall when required provide recommendations, information, calculation and advice on how to reduce Vehicle Hire expenditure.
- 6.2.7 Provide publicity/marketing of the Framework Agreement e.g. displays and road shows etc.
- 6.2.8 Management Information and Data Reporting shall be provided to the Authority in a dashboard format for data across all Contracting Authority(s) and to individual Contracting Authority(s) (for their data), free of charge. The minimum level of information required is outlined in Management Information and Data Reporting Schedule 9 in Framework Agreement.
- 6.2.9 The Supplier shall make such Management Information and Data Reports as are set out in the Call-Off Agreement available to the Contracting Authority(s) via an electronic solution (e.g. online or email in spread sheet format) to the Contracting Authority(s) free of charge. The Supplier shall be responsible for the integrity of the data at all times.
- 6.2.10 The Supplier shall provide a Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually by the Authority.
- 6.2.11 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Authority(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Authority(s) at the Call-Off Agreement stage.
- 6.2.12 The Supplier shall ensure that the Contracting Authority(s) is fully briefed regarding Best Practice activities in relation to the Contracting Authority(s) recording of Out of Hours/After Hours Hire requests (and other ancillary Services), fuel tank levels on delivery and collection, and the recoding of Vehicle damage. This is to ensure that there is a clear audit trail between Supplier and the Contracting Authority(s). The Supplier shall provide monthly (or at a frequency agreed at Call-Off Agreement stage) reports to the Contracting Authority(s) regarding the level Out of Hours/After Hours Hire requests (and other ancillary Services) being called for, fuel tank levels on delivery and collection of Hired Vehicles, and the recoding of Vehicle damage by the Contracting

Authority(s) including all associated charges and cooperate with the Contracting Body(s) with regard to the reconciliation Contracting Authority(s) own records against the Supplier's reports.

- 6.2.13 In order that the Contracting Authority(s) is fully aware of the implications of its Drivers failing to correctly refuel a Hired Vehicle in accordance with the refuelling requirements agreed in the Call-Off Agreement on return to the Supplier, the Supply shall explain to the Contracting Authority(s) how the Supplier calculates any differences (fuel volume and fuel cost) associated with the refuelling of a Hired Vehicle. The Supplier shall also make recommendations to the Contracting Authority(s) on how best it can educate its Drivers to follow the refuelling requirements of the Call-Off Agreement and what to do (such as keeping a record of the fuel level) when the refuelling requirement cannot be met.

### **6.3 Documentation.**

- 6.3.1 At the commencement of the Hire Period, the Supplier shall provide the Driver with:
- 6.3.1.1 Supplier standard documentation, with all the relevant details completed consisting of as a minimum;
  - 6.3.1.2 a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;
  - 6.3.1.3 a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;
  - 6.3.1.4 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;
  - 6.3.1.5 Vehicle Inspection Form;
  - 6.3.1.6 Supplier shall provide a damage report when requested by the Driver;
  - 6.3.1.7 instruction how to access the Vehicle, as per the Suppliers' normal means;

### **6.4 Breakdown and Roadside Assistance**

- 6.4.1 The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. Supplier shall attend within 1 hour and the vehicle repaired within 2 hours following receipt of the initial call. It is noted that this may not be practical for certain specialist Vehicles, those with large loads and due to certain geographical constraints. There may also be some expectations to the provision of breakdown cover in some other countries; this includes breakdown cover which is provided for a Vehicle hired in the UK and to be taken abroad, and to those which are hired overseas. The Supplier shall ensure that breakdown and recovery cover is provided in these eventualities and will provide a written confirmation of cover to the Contracting Authority(s) at the time of the booking.

- 6.4.2 The Supplier shall prioritise breakdown and roadside assistance calls from lone female and/or Vulnerable Drivers.
- 6.4.3 In accordance with paragraph 6.3 above, the Supplier shall provide contact details for the roadside assistance at the time of delivery of the Vehicle.
- 6.4.4 In case of a breakdown/incident where the original Vehicle is unable to complete the journey, the Supplier is required to provide the transfer and onward movement of loads/passengers to a point specified by the Contracting Authority(s). It is noted that this may not be practical for certain specialist Vehicles, those with large loads.

## **6.5 Accident / Incident reporting.**

- 6.5.1 Photographic evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage.
- 6.5.2 If any damage occurring to a Hired Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver, within 4 working hours of the termination of the hire (unless an alternative timescale is determined at Call-Off Agreement stage). A full report of any such damage (including photographic evidence if required) detailing the Contracting Authority(s) liability shall be provided.
- 6.5.3 The Supplier shall, if the Contracting Authority(s) so requires, at their own expense, obtain an Vehicle Damage Assessors (or industry equivalent) report and provide photographic evidence for all damage where the estimated cost is over £250 (exclusive of VAT) to repair. (Vehicle Damage Assessors shall be ATA accredited or industry equivalent).
- 6.5.4 Where the Contracting Authority(s) accepts liability for damage any costs associated with the above Vehicle Damage Assessors report shall be added to the repair invoice. The cost of the Vehicle Damage Assessors report is capped at £250 per report.
- 6.5.5 The Supplier shall supply a copy of the repair invoice, together with any Vehicle Damage Assessors report to substantiate any claim for reimbursement from third parties to the Contracting Authority(s).
- 6.5.6 Where a claim arises from a third party against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Contracting Authority(s) has liability for such claim, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Contracting Authority(s) liability shall be provided. If the Contracting Authority(s) accepts that the claim is likely to fall within the Contracting Authority(s) liability, the Supplier shall fully co-operate with the Contracting Authority(s) in responding to any such claim.
- 6.5.7 Where a third party is responsible for any damage arising to the Supplier's Vehicle (and has accepted full liability) and the Contracting Authority(s) has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier shall not pursue the Contracting Authority(s) for any payment but shall handle the claim, excluding any claim by the Contracting Authority(s), directly through the third party's insurance or other representative.
- 6.5.8 Where losses have been incurred by the Contracting Authority(s) as a result of liability from a third party, the Supplier shall contact the Contracting Authority(s)

and/or their insurance company and/or managing agent as agreed in the Call-Off Agreement.

- 6.5.9 Where the Vehicle is damaged beyond economic repair, and the Contracting Authority(s) are found to be at fault, the Contracting Authority(s) shall only be liable for the residual trade book value.
- 6.5.10 The Contracting Authority(s) shall agree specific processes with the Supplier in respect of traffic violations and damage to Vehicles.
- 6.5.11 The Contracting Authority(s) does not rely on Crown Indemnity and appropriate insurance cover must be included in the hire agreement. The Supplier shall be expected to deal with any insurance claims and shall notify the Contracting Authority(s) of any excess payable in the event of liability of Contracting Authority(s).

## **6.6 Maintenance**

- 6.6.1 The Supplier shall be responsible for arranging (at their own expense) the costs of:
  - 6.6.1.1 normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended periodically;
  - 6.6.1.2 repairs of Hired Vehicles arising outside of normal routine maintenance;
  - 6.6.1.3 tyre, battery and exhaust replacements in respect of Hired Vehicles during the Hire Period corresponding to each such Hired Vehicle;
  - 6.6.1.4 repairs (excluding any costs attributable to deterioration due to fair wear and tear) due to Driver negligence or Driver damage shall be chargeable to the Contracting Authority(s).

## **6.7 Replacement Vehicles**

- 6.7.1 In the event of a breakdown or other occurrence, such as an accident, which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:
  - 6.7.1.1 provide a replacement Vehicle of at least the same standard. If it is determined that a replacement Vehicle is required, the replacement shall be provided within 2 hours (although it is noted that due to the specialist nature of some vehicles and the distance between the Supplier's depot and the location of the breakdown 2 hours may not always be practical). This Service is required 24 hours a day, 7 days per week, 365 days a year, (366 days in a leap year);
  - 6.7.1.2 ensure the breakdown or road assistance package includes (for UK only) a provision to take the Driver and any passengers and cargo to their requested destination outside 'office hours' or to the Supplier's nearest depot or to the Driver's official business destination during 'office hours'. Overseas requirements should reflect the UK expectations, specific details of which shall be detailed in the Call-Off Agreement.

## **6.8 Motor Insurance Database**

- 6.8.1 The Supplier shall maintain and update the Motor Insurance Database (MID) of all hires at all times in order to meet the requirements of the EU Motor Insurance Directive.
- 6.8.2 The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial Vehicles, to the Contracting Authority(s) within the necessary timescales where the Contracting Authority(s) undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Contracting Authority(s) to upload their rental fleet profile onto the MID.

## **6.9 Data Security Management**

- 6.9.1 It is mandatory by the date of the Framework Agreement commencement (or at a later date as agreed) that the Supplier is able to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier. This mandatory requirement is in order to further reduce the levels of cyber security risks in the supply chain. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as *Cyber Essentials* and an advanced level of assurance known as *Cyber Essentials Plus*. With regard to the Services, Suppliers must demonstrate that they have achieved the basic level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
  - 6.9.1.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
  - 6.9.1.2 A Supplier has not got a current and valid Cyber Essentials certificate, but is working towards gaining it, and shall confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement (or a later date as agreed); or
  - 6.9.1.3 A Supplier has not got a current and valid Cyber Essentials certificate but can demonstrate or shall be able to demonstrate by the date of the Framework Agreement (or a later date as agreed) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier; or
  - 6.9.1.4 The Supplier is exempt from complying with the requirements at paragraph 6.9.1.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard (and shall be verified as such) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the

treatment of any personal details of Drivers held and processed by the Supplier. The body(s) employed by the Supplier to carry out the verification shall be approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.

- 6.9.2 The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 6.9.3 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 6.9.1 to 6.9.2 (inclusive) where such Sub-Contractors are responsible for receiving data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier.
- 6.9.4 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

## **6.10 Confidentiality/Enhanced Security**

- 6.10.1 In certain instances, the Supplier shall agree with Contracting Authority(s) in individual Call-Off Agreement to supply :
  - 6.10.1.1 Hired Vehicles which shall be used in surveillance operations and therefore the Supplier shall ensure Contracting Authority(s) are able to change these Vehicles at short notice, should they become compromised;
  - 6.10.1.2 a greater level of security for example where a number of the Contracting Authority(s) Vehicles are involved in law enforcement and covert operations that require a higher level of security. The Supplier and their Sub-Contractors shall be required to provide a higher level of security, as agreed with the Contracting Authority(s), throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the Vehicles, the identity of the Drivers and the operational effectiveness. This may include the requirement to keep the Contracting Authority(s) details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Sub-Contractors. In such cases, the Supplier shall ensure that booking confirmations and any other documentation should only contain the details that would not disclose the true identity of the relevant Contracting Authority(s).
  - 6.10.1.3 use of the Contracting Authority(s) own internal electronic booking system, and in such cases the Supplier shall provide the facility to

accept (subject to entering into a Code of Connection agreement which shall subject to a separate charge to be agreed with Contracting Authority(s) at Call-Off Agreement) an electronic feed to receive booking information from the Contracting Authority(s) system.

6.10.1.4 There may be some occasions when “disguised” Vehicles may be required for covert operations. Such Vehicles may be required to have the appearance of used Vehicles but are fully road-worthy; or have signage or livery. Those Vehicles will meet the Vehicle Specifications in paragraph 6.1

## **6.11 Hours of Service**

6.11.1 The Supplier shall ensure that its operating hours in relation to the provision of the Services for the UK, shall be as a minimum:

08:00 to 18:00 Monday to Friday, excluding Bank Holidays

09:00 to 12 noon. Saturday

6.11.2 The Supplier shall provide an Out of Hours/After Hours service for any delivery or collection of a Vehicle outside of the normal operating hours in the UK.

6.11.3 The Supplier shall provide an Out of Hours/After Hours emergency contact number which must be a local rate number where required by the Contracting Authority(s) to hire Vehicles at short notice outside of the normal operating hours.

## **6.12 Booking Arrangements.**

6.12.1 Booking arrangements for the provision of Hired Vehicles shall depend on the Contracting Authority(s) individual requirements within departmental travel policies. Further details of these shall be set out in the Call-Off Agreement. The Supplier shall make systems available which allow the Contracting Authority(s) to make bookings via telephone, facsimile, email and through a secure online booking tool, which is accessible via the internet worldwide.

6.12.2 The Supplier shall provide to each Contracting Authority(s), a simple listing of all charges for all types of bookings relevant to their requirements and travel policies.

6.12.3 The Supplier shall provide an online booking tool to the Contracting Authority(s). The booking tool shall have the facility to identify which classes of Vehicle are within or out of the Contracting Authority(s) travel policy and to be able to block Vehicles (and associated services) outside the Contracting Authority(s) travel policy. The booking tool shall also have the facility to enable line management pre-trip approval where required.

6.12.4 The Supplier shall where required, provide training in the use of online booking tools. However, such tools shall be designed to be intuitive in use.

6.12.5 The Supplier shall provide an Offline Booking service via a call centre, whereby bookings can be made either by telephone, facsimile or email.

- 6.12.6 The Supplier shall provide an emergency Out of Hours/After Hours telephone booking service.
- 6.12.7 As a minimum requirement each Vehicle Order shall specify:
- 6.12.7.1 the Contracting Authority(s) hiring the Vehicle;
  - 6.12.7.2 the cost centre;
  - 6.12.7.3 the name, staff / service number and email of the Booker;
  - 6.12.7.4 the name, staff / service number of the main Driver and the names of any additional Drivers;
  - 6.12.7.5 contact telephone number, facsimile number and/or email address of the Supplier and Contracting Authority(s);
  - 6.12.7.6 the group and type of Vehicle required;
  - 6.12.7.7 insurance, if required by the Contracting Authority(s);
  - 6.12.7.8 special requirements, such as disability controls and adjustments, roof racks; snow chains, child seats, sat navigation, etc.;
  - 6.12.7.9 the date, time and location of commencement of hire;
  - 6.12.7.10 the date, time and location of termination of hire;
  - 6.12.7.11 if delivery or collection is required, the address where the Vehicle should be delivered to and/or collected from;
  - 6.12.7.12 additional extras e.g. delivery and collection charges;
  - 6.12.7.13 possible congestion charge, automated tolls.
- 6.12.8 If a Vehicle from the group requested by the Booker is not available, the Supplier shall endeavour to provide a Vehicle of the same emissions level. If an upgrade to a different Vehicle group is provided the cost of the Vehicle originally requested shall apply and if a Vehicle of a lower standard is provided the cost of the Vehicle from the lower group shall apply. The Supplier shall notify the Contracting Authority(s) of any changes to their requested Vehicle prior to delivery. Notification of such changes shall allow sufficient time for the Contracting Authority(s) to make alternative arrangements if necessary. If such changes are found not acceptable, the Contracting Authority(s) shall reserve the right to cancel the Vehicle without penalty or cancellation charge.

- 6.12.9 Following a booking, the Supplier shall make Vehicles available within the timeframes specified in the Annex 6 (Lot 4 Heavy Goods Vehicles Vehicle types and availability).
- 6.12.10 In remote rural delivery locations the Supplier shall notify the Contracting Authority(s) if the availability period needs to be extended. If the Supplier does not notify the Contracting Authority(s) then standard delivery times would prevail.
- 6.12.11 The Supplier shall provide the Contracting Authority(s) with a single unique number (which could be the reservation number) at the time of booking of each Vehicle, this shall be carried through all stages shall be used in all correspondence relating to the Hired Vehicle, including invoicing and reported in Management Information and Data reporting (refer to paragraph 6.2.9).
- 6.12.12 The Supplier agrees that a 'no turn down' policy shall apply to the supply of all Vehicles. When the Supplier is not able to supply the demand from the Supplier's fleet, they shall use Sub-Contractors, as they deem necessary, with no additional cost to the Contracting Authority(s).
- 6.12.13 Sub-Contracting by the Supplier in any way shall not relieve the Supplier from any of their responsibilities under this Framework Agreement. It is the Supplier's responsibility to ensure that all Sub-Contractors comply with all contract Key Performance Indicators as well as any relevant legislation and security procedures.
- 6.12.14 The Supplier shall take overall responsibility for ensuring that all Sub-Contractors engaged under this Framework Agreement, are compliant with the current and future legislation pertaining to all Vehicle Hire services.
- 6.12.15 Drivers holding a full driving license appropriate to the Vehicle to be driven shall to be able to hire vehicles with no minimum age restriction.

### **6.13 Delivery and Collection**

- 6.13.1 The Supplier shall supply the Vehicle on the date and time (or on the day prior) as specified in the Vehicle Order and in accordance with the instructions of the Contracting Authority(s) at the price agreed in the Framework Agreement or Call-Off Agreement (whichever is lower). The Hire Period shall commence at the time requested or when the Hired Vehicle is delivered or picked up and signed for, whichever is the later, and shall terminate at the time specified at the time of booking or when the Hired Vehicle is collected or returned to the Supplier, whichever is the earlier.
- 6.13.2 Where multiple Drivers are involved, one representative only shall need to present themselves at the hire location.
- 6.13.3 The Supplier's liability for loss or damage to a Hired Vehicle ceases at the time specified at booking or on delivery, whichever is the later, and shall (**unless a different duration is agreed in the Call-Off Agreement**) commence again either 2 working hours after the time specified at booking or 2 working hours after the hire is terminated or when the Hired Vehicle is collected, whichever is the earlier.

- 6.13.4 The Supplier shall provide the Driver with a full familiarisation of the Hired Vehicle's controls and other characteristics specific to the Hired Vehicle upon delivery. Supplier shall ensure that type of fuel used in the Vehicle is highlighted to the Driver. Where the Driver is not present at the time of delivery, familiarisation details (which stress the type of fuel used) shall be provided with the Hired Vehicle. If specialist equipment is provided the Supplier shall provide the Driver with the appropriate familiarisation awareness training necessary to safely, legally and effectively perform their duties. The Supplier shall record the Driver's details and training provided for the specialist equipment, wherever possible or necessary.
- 6.13.5 Where representatives of the Contracting Authority(s) are unavailable at the time the Hired Vehicle is delivered, the Supplier shall leave a Vehicle Inspection Form in the Hired Vehicle, for the attention of the Driver, clearly showing any points where any damage, however slight, has been noted on the Hired Vehicle. In order to carry out this inspection the HGV must be clean and left in a well lit area (if possible).
- 6.13.6 If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, recording the mileage for the Driver's attention and report to the Contracting Authority(s) (or the Contracting Authority(s) nominated agent) details of any additional damage within 4 working hours of the termination of the hire. To allow accurate time stamping the report should be in an email format. A copy of the Vehicle Inspection Form should also be left at the collection address. Failure to do so shall result in the Contracting Authority(s) not being liable for damage claims.
- 6.13.7 The Supplier shall ensure that, where a Vehicle has ended its hire and its continued presence at the Contracting Authority(s) work premises or at a private address causes problems, the Vehicle is removed promptly at an agreed time upon receipt of notification from the Contracting Authority(s). The Contracting Authority(s) shall provide 2 hours paid parking (**unless a different duration is agreed in the Call-Off Agreement**) where the Vehicle is to be collected from car park, parking meter etc.
- 6.13.8 In the event of a Vehicle being returned late the Supplier shall apply a grace period of 59 minutes before charges for an additional day are incurred. Daily charges shall be incurred while the Vehicle is in the Drivers possession or control.
- 6.13.9 The Supplier shall, provided there has been prior notification and is agreed by the Supplier, allow the Contracting Authority(s) to hire a Vehicle from one location and return it to another.
- 6.13.10 When requested to deliver to a point which requires payment for parking such as a pay and display meter and it is practical to do so (for example it shall not be practical in the case of a HGV), the Supplier shall pay for two hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Contracting Authority(s) to the Supplier.

- 6.13.11 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Contracting Authority(s)) the delivered Vehicle is parked in a well lit, open area.

#### **6.14 Cancellation /Abortive Delivery and Collection.**

- 6.14.1 In the event that a Hired Vehicle requires cancellation, the Contracting Authority(s) shall notify the Supplier, where it is reasonably possible to do so, at least 2 working hours prior to the commencement of the hire. Charges shall not apply for any bookings which are cancelled more than 2 working hours prior to rental commencement. In the case of home deliveries, cancellation should be made 4 working hours prior to rental commencement and the Supplier shall issue written confirmation along with a reference number which confirms the booking has been cancelled.
- 6.14.2 The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed. In remote delivery locations that are more than 50 miles from the Supplier's nearest depot, then 4 working hours notice must be provided by the Contracting Authority(s).
- 6.14.3 In the event where the Contracting Authority(s) has failed to provide notice of cancellation at least 2 working hours prior to the requested commencement of hire time, and the Vehicle has been delivered or is in the process of being delivered, the Supplier shall be entitled to an abortive delivery charge to be agreed at Call-Off Agreement stage but which shall not exceed 1 day's rental.
- 6.14.4 Where the Supplier has endeavoured to pick up a Vehicle as per the Contracting Authority(s) instructions and the Vehicle is not available, after a waiting time of 59 minutes (or a time agreed in the Call-Off Agreement) has elapsed, the Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's rental.
- 6.14.5 Daily charges shall be incurred while the Vehicle is the Driver's possession or control.
- 6.14.6 The Supplier shall process any amendments or cancellations to bookings as requested and identify in advance any cancellation fees that shall be incurred as a consequence.
- 6.14.7 The Supplier shall refund all incorrect charges within 10 working days of cancellation to the Contracting Authority(s).

#### **6.15 Payment and Invoicing**

- 6.15.1 The Supplier shall offer the Contracting Authority(s) a choice of payment options, to include and not be limited to electronic billing, and corporate payment cards and lodged cards, to be discussed and agreed at the Call-Off Agreement stage.
- 6.15.2 Where requested by the Contracting Authority(s), the Suppliers systems shall interface with the Contracting Authority(s) e-Commerce (Purchase2Pay) system.

- 6.15.3 Where the Contracting Authority(s) do not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution as agreed at Call-Off Agreement stage.
- 6.15.4 The Online Booking System shall hold and or provide the facility for the Booker to insert the three-digit CCV security code.
- 6.15.5 Where the payment option chosen by the Contracting Authority(s) includes the mechanism for invoicing, the Supplier shall invoice all usual charges within the financial year in which the charges apply (it is recognised that some ad hoc requirements for example, invoices for damage to vehicles, may take longer).
- 6.15.6 The Supplier shall have the ability to attribute the cost of each booking to the Contracting Authority(s) bookers Cost Centre Code.

#### **6.16 Taking Vehicles to Other Countries.**

- 6.16.1 If the Hired Vehicle is to be taken out of the UK, to another country (for the purpose of this Framework Agreement European Countries is defines in Annex 8), the Contracting Authority(s) shall obtain authorisation from the Supplier, giving at least 48 hours notice.
- 6.16.2 The Supplier shall provide any necessary documentation, overseas Drivers pack and other relevant items required for the particular country(s) where the Vehicle is being taken and that it is covered by an acceptable breakdown and recovery package. The Supplier's insurance cover shall be provided (if requested) when a Vehicle is taken overseas.
- 6.16.3 It is the responsibility of Contracting Authority(s) to ensure that Drivers are legally compliant with the rules and regulations of the countries to be visited. The Supplier if requested shall assist and advice on any specific requirements.
- 6.16.4 The Supplier shall ensure that a Vehicle on Hire certificate VE103B (which is required when the Vehicle is driven outside the UK) has been completed and includes all appropriate details regarding the Vehicle to be hired, the Suppliers details and the Contracting Authority(s) details, including those of the Driver.
- 6.16.5 In all circumstances, where a Vehicle is taken from the UK to another European country, the Driver shall return it to the UK on completion of the specified Hire Period.
- 6.16.6 The Supplier shall when required, carry out regular checks on the hired Vehicle during such a Hire Period. Where convenient to the Contracting Authority(s), the Vehicle shall be returned to the UK to carry out the check. However, if this is not practical to the Contracting Authority(s), the Supplier shall either delegate checking of the Vehicle to a local agent or obtain direct confirmation from the Contracting Authority(s) that the Vehicle continues to be hired to them in accordance with the Vehicle Agreement.
- 6.16.7 If requested by the Contracting Authority(s), the Supplier shall provide the minimum alterations for winterisation requirements to allow Vehicles to operate

legally in the countries where the Vehicles is to be driven for snow and ice conditions within 2 days of request prior to hiring the Vehicle.

## **6.17 Fuels**

- 6.17.1 The Supplier shall supply all Hired Vehicles with a full tank of fuel, less delivery mileage and the Vehicle should be returned with a full tank of fuel. Delivery mileage is from the nearest available depot. If the Vehicle is then returned with less than a full tank then it shall be re-fuelled by the Supplier at the agreed fuel rate (see 6.17.6).
- 6.17.2 The Supplier's right to charge for re-fuelling depends on the Vehicle being delivered with a full tank, if the Driver has identified that the Vehicle has not been delivered with a full tank then this should be identified on the delivery note and the Driver shall be required to return the Vehicle in the same fuelled state. For example, if half tank has been identified then the returned Vehicle must have a half tank of fuel.
- 6.17.3 The Supplier accepts that if a Contracting Authority(s) has different requirements to that described at 6.17.1 then any such differences shall be set out in the Call-Off Agreement.
- 6.17.4 The Supplier shall provide clear identification on the Vehicle of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Contracting Authority(s) shall not be liable if the Vehicle is re-fuelled with the wrong fuel type.
- 6.17.5 The Supplier shall provide clear instructions for refuelling. Where the Contracting Authority(s) incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be replaced subject to paragraph 6.7 .The Supplier shall undertake to minimise any costs associated with repairing the Vehicle.
- 6.17.6 The Supplier shall charge refuelling in line with the cost per litre as defined in the UK government weekly/monthly fuel price index, plus the Supplier's additional pence per litre refuelling charge.

[www.gov.uk/government/collections/energy-price-statistics](http://www.gov.uk/government/collections/energy-price-statistics)

## **6.18 Special Requirements of the Contracting Authority(s)**

- 6.18.1 If required by the Contracting Authority(s) to be determined at Call-Off Agreement stage, the Supplier shall provide specialist services similar to the ones listed below. The prices for these services should be added to Pricing Schedule – Framework Agreement Schedule 3. This list is for indicative purposes only:
- 6.18.2 Delivery/Collection Charge greater than 10 miles from nearest supplier Depot (£)
- 6.18.3 Delivery/Collection Charge equal to or less than 10 miles from nearest supplier Depot (£)

- 6.18.4 Out of hours delivery charges.
- 6.18.5 Fuel Charge per litre if a Vehicle is returned with less fuel than when delivered (in addition to pump price).
- 6.18.6 One Way Hire surcharge.
- 6.18.7 Cancellation cost of a Hire Booking when less than 2 hours notice has been given - (this shall not exceed 1 day's rental).
- 6.18.8 Administration Charge for processing Speeding, Parking Fines, Congestion charging.
- 6.18.9 Charge for DVLA driver check.
- 6.18.10 Charge for loss of keys.
- 6.18.11 Charge per day to Take Hire Vehicle to Europe.
- 6.18.12 Charge for Recovering a Hire Vehicle from Europe.
- 6.18.13 Charge for Satellite Navigation System .
- 6.18.14 Abortive delivery or collection charge (ref. 6.14).

## **6.19 Sustainability**

- 6.19.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Services provided under the lotting structure of this Framework Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.
- 6.19.2 The Authority and the Contracting Authority(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call-Off Agreements established. Of relevance to the Services provided under this Framework Agreement, but not a fixed or exhaustive list are:
  - 6.19.2.1 compliance with the Greening Government Commitments, in particular the Government Buying Standards for Transport and the targets around travel reduction and air quality and tailpipe emissions targets;
  - 6.19.2.2 compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres;
  - 6.19.2.3 promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure;
  - 6.19.2.4 delivery of Social Value;
  - 6.19.2.5 support for Small Medium Enterprises (SMEs), social enterprises and mutuals, including prompt payment;

6.19.2.6 support for Equalities including Disability and promotion of equality of access;

6.19.2.7 the Contracting Authority(s) Travel Policy (where provided).

6.19.3 All Central and Civil Government Departments must meet the Greening Government Commitments (as revised from time to time or superseded):

<https://www.gov.uk/government/publications/greening-government-commitments-targets>

6.19.4 The Greening Government Commitments includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.

6.19.5 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement.

6.19.6 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly Vehicles wherever feasible. Suppliers' Vehicles in the UK shall comply with the target set out in the 'Government Buying Standards – Transport' including those for CO2 emissions (measured in g/km of CO2).

## **6.20 Key Performance Indicators**

6.20.1 The Supplier shall at all times comply with the Service Levels and Key Performance Indicators as described in Schedule 2 - Annex 2 - Key Performance Indicators.

6.20.2 Where the Contracting Authority(s) requires different Service Levels and Key Performance Indicators these shall be set out in the Call-Off Agreement.

## **6.21 Penalties Fines and Congestion Charges**

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

6.21.2 The Supplier shall ensure that the Contracting Authority(s) promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.

- 6.21.3 The Supplier may charge an administrative fee, forwarded to the Contracting Authority(s) with the Penalty documentation, as stated within Schedule 3 of the Framework Agreement.
- 6.21.4 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 Contracting Authority(s) in sufficient time following receipt of the Penalty or charge.
- 6.21.5 Where the Contracting Authority(s) notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges then the Supplier shall (where possible) provide the Contracting Authority(s) with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

## **6.22 The Hire Period**

- 6.22.1 The Hire Period shall usually last between 1 to 28 days. However, the Supplier shall also make provision for Hire Periods of up to 1 year or longer.

## **6.23 Mileage Restrictions**

- 6.23.1 No mileage restriction shall apply to the use of Vehicles provided on hire pursuant to this Contract including each Vehicle Agreement i.e. they shall be provided on the basis of unlimited mileage. It is, however, recognised that some Vehicles may be subject to mileage restriction for servicing and maintenance requirements and that the Supplier shall need to ensure that manufacturer inspection and servicing guidelines are carried out to ensure both the Vehicle can be safely operated, but also that the Vehicle warranty is not invalidated. The Supplier shall identify such Vehicles to the Contracting Authority(s).
- 6.23.2 It should be noted that the Supplier, if required, shall (at a time mutually convenient to both the Contracting Authority(s) and the Supplier) change the Vehicle during the Hire Period for a Vehicle of an equivalent standard. Reasons may include, but not limited to, the mileage on the Vehicle becoming excessively high.

## **6.24 General Requirements**

- 6.24.1 The Supplier shall be accredited by the British Vehicle Leasing & Rental Association by a similarly recognised organisation and operate a mandatory Code of Conduct and/or compliance with accreditation standards.  
<http://www.bvrla.co.uk>

## 7 MANDATORY REQUIREMENTS - LOT 5 UK CAR SHARE.

This Vehicle Hire lot is intended for the provision of Car Share Vehicles. Car Share Vehicles can be for the hire of a locally deployed Vehicle (in the main passenger cars and some Light Commercial Vehicles). Hire can be for 'Ad Hoc' very short periods of hire, for example 1 hour's hire. The Supplier's hiring infrastructure is specifically designed to meet this requirement (as opposed to Suppliers that offer daily rental services).

In certain circumstances, it would be commercially and/or operationally advantageous for a public sector organisation to 'Block Book' locally deployed Car Share Vehicles (for say 9:00 to 17:00 Monday to Friday) in order to gain unrestricted access to those Vehicles during the agreed period. Outside of the Block Booked hours the Vehicles would be available to the general public sector, this increases the cost-effectiveness of the Car Share Vehicles and to an extent meets the needs of the government's Sharing Economy objectives.

Alternatively, it may be commercially and/or operationally advantageous for a public sector organisation to have a pool fleet of 'Corporate Car Share' Vehicles; replacing their owned or leased pool fleet or as an alternative to Grey Fleet usage. This Car Share fleet of Vehicles could be for the sole use of a single public sector organisation or shared between a number of organisations and/or the general public, depending on how the Call-Off Agreement was set up.

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 5 in order to meet the service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirement, all Mandatory Service Requirements, as listed below shall be required to commence from the implementation of the Call-Off Agreement with the Contracting Authority(s).

- a) **General Requirements** - The Supplier shall be able to fulfil all aspects of general requirement Please refer to paragraph 7.1.
- b) **Vehicle Specifications** - The Supplier shall be able to fulfil all aspects of Vehicle Specifications 7.2.
- c) **Account Management** - The Supplier shall be able to fulfil all aspects of Account Management for Contracting Authority(s). Please refer to paragraph 7.3.
- d) **Documentation** - The Supplier shall be able to fulfil all aspects of Documentation requirements for Contracting Authority(s). Please refer to paragraph 7.4.
- e) **Breakdown and Roadside Assistance** - The Supplier shall be able to fulfil all aspects of Breakdown and Roadside Assistance for Contracting Authority(s). Please refer to paragraph 7.5.
- f) **Accident/Incident Reporting** - The Supplier shall be able to fulfil all aspects of Accident/Incident Reporting for Contracting Authority(s). Please refer to paragraph 7.6.
- g) **Maintenance** - The Supplier shall be able to fulfil all aspects of Maintenance for Contracting Authority(s). Please refer to paragraph 7.7.

- h) **Motor Insurance Database** - The Supplier shall be able to fulfil all aspects of Motor Insurance Database for Contracting Authority(s). Please refer to paragraph 7.8.
- i) **Data Security Management**– The Supplier shall be able to fulfil all aspects of Data Security Management. Please refer to paragraph 7.9.
- j) **Hours of Service** - The Supplier shall be able to fulfil all aspects of Hours of Service for Contracting Authority(s). Please refer to paragraph 7.10.
- k) **Payment and Invoicing** - The Supplier shall be able to fulfil all aspects of Payment and Invoicing for Contracting Authority(s). Please refer to paragraph 7.11.
- l) **Fuels** - The Supplier shall be able to fulfil all aspects of Fuel for Contracting Authority(s). Please refer to paragraph 7.12.
- m) **Special Requirements of Contracting Authority(s)** – The Supplier shall be able to fulfil all aspects of Special Requirements for the Contracting Authority(s). Please refer to paragraph 7.13
- n) **Sustainability** - The Supplier shall be able to fulfil all aspects of Sustainability for Contracting Authority(s). Please refer to paragraph 7.14.
- o) **Key Performance Indicators** - The Supplier shall be able to fulfil all aspects of Key Performance Indicators for Contracting Authority(s). Please refer to paragraph 7.15.
- p) **Penalties, Fines and Congestion Charges** - The Supplier shall be able to fulfil all aspects of Penalties, Fines, and Congestion Charges for Contracting Authority(s). Please refer to paragraph 7.16.

## 7.1 General requirements.

- 7.1.1 For Car Share the Contracting Authority(s) shall be permitted to specify transmission type and fuel type at the time of the Call-Off Agreement. The Supplier shall (where available) make available a choice of petrol, diesel, hybrid, ULEV and electric Vehicles.
- 7.1.2 Drivers holding a full driving license shall to be able to hire Vehicles with no minimum age restriction.
- 7.1.3 For the Car Share, hire options shall be offered to meet the requirements of:
  - 7.1.3.1 the Ad Hoc hire of Vehicles shall be for very short periods which in some cases 30 minutes, but normally 1 hour or more. Such Vehicle usage shall be available through the Supplier's established Car Share network;
  - 7.1.3.2 the Block Booking of Vehicles shall be during working hours throughout the working week. Block Booked Vehicles can be reserved for set periods of time, for example 9:00 to 17:00. Working hours and days to be determined by the Contracting Authority(s) individual needs. Such Vehicle usage shall be available through the Supplier's established (or specifically deployed) Car Share network. Outside of the Block Booked hours, the Vehicles would be available to the general public;

7.1.3.3 longer term hire of one or more Vehicles Corporate Car Share shall available for the exclusive use of a public sector organisation or number of public sector organisations or, if so required by the Contracting Authority(s), additionally the general public or a number of other organisations occupying the same offices or who are in close proximity to the Contracting Authority(s) offices.

7.1.4 The Supplier shall hold full accreditation by Carplus or by the British Vehicle Leasing & Rental Association or a similarly recognised organisation as appropriate and operate a mandatory Code of Conduct and/or compliance with accreditation standards.

<http://www.bvrla.co.uk/>

<http://www.carplus.org.uk/>

## **7.2 Vehicle Specifications**

7.2.1 For each Car Share the Vehicle numbers and types of Vehicle shall be determined at Call-Off Agreement stage by the Contracting Authority(s) and the Supplier. (For Ad Hoc Car Share access to Vehicles may be determined by the Supplier's existing Car Share infrastructure or if it is economically advantageous to deploy a Vehicle so as to make it available for Ad Hoc usage.)

7.2.2 Where appropriate to the Vehicle type (and if practical for the Supplier to do so) the Supplier shall have diesel, petrol, electric and ULEV (Ultra Low Emissions) Vehicles available, with a focus on supporting the Government Buying Standards targets and the reduction of Vehicle emission levels.

7.2.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire.

7.2.4 All Vehicles supplied shall:

7.2.4.1 conform to the manufacturer's minimum base model sold in the UK;

7.2.4.2 include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus any compulsory equipment including but not limited to red triangle;

7.2.4.3 where specified by the Contracting Authority(s), be provided using an industry standard Vehicle coding scheme for example Association of Car Rental Industry Systems and Standards (ACRISS) or similar;

7.2.4.4 be clean inside and out, including clean windows;

7.2.4.5 have a full tank of fuel (less any delivery distance travelled from the nearest Supplier's outlet location) or sufficient fuel to drive to a refuelling point or service station. (Fuel requirements will be agreed at Call-Off Agreement stage);

- 7.2.4.6 have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
  - 7.2.4.7 have been maintained according to the manufacturer's recommendations;
  - 7.2.4.8 be fit for purpose, roadworthy and meet all legal compliance requirements;
  - 7.2.4.9 have (where reasonably possible) emissions compliant with Government Buying Standards;
  - 7.2.4.10 be compliant with a minimum four star New Car Assessment Programme (NCAP) rating, unless otherwise specified by the Contracting Authority(s).
- 7.2.5 All cars shall, at the commencement of the Hire Period be less than 2 years old from the date of first registration.
- 7.3 Account Management**
- 7.3.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of 2 years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
  - 7.3.2 The Supplier shall within 5 days of signing a Call-Off Agreement provide the Contracting Authority(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority(s). This shall be agreed prior to the Supplier and Contracting Authority(s) entering into the Call-Off Agreement.
  - 7.3.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Authority(s).
  - 7.3.4 The Supplier shall support the Contracting Authority(s) in relation to the Services provided, including recommendations on the most cost-effective and fuel efficient Vehicle options, expenditure reduction, pricing, answering queries and dealing with complaints.
  - 7.3.5 The Supplier shall where appropriate and with agreement of the Contracting Authority(s), apply knowledge and expertise to support Contracting Authority(s) to design best value solutions across their organisations. Across organisations means all aspects of Car Share and the use of employees Vehicles (Grey Fleet).
  - 7.3.6 The Supplier shall provide information in relation to Car Share Vehicle CO2 emissions and advice on carbon reduction across all aspects of Vehicle travel.

- 7.3.7 The Supplier shall when required provide recommendations, information, calculation and advice on how to reduce Vehicle usage expenditure.
- 7.3.8 Provide publicity/marketing of the Framework Agreement e.g. displays and road shows etc.
- 7.3.9 Management Information and Data Reporting shall be provided to the Authority in a dashboard format for data across all Contracting Authority(s) and to individual Contracting Authority(s) (for their data), free of charge. The minimum level of information required is outlined in Management Information and Data Reporting Schedule 9 in Framework Agreement.
- 7.3.10 The Supplier shall make such Management Information and Data Reports as are set out in the Call-Off Agreement available to the Contracting Authority(s) via an electronic solution (e.g. online or email in spread sheet format) to the Contracting Authority(s) free of charge. The Supplier shall be responsible for the integrity of the data at all times.
- 7.3.11 The Supplier shall provide a Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually by the Authority.
- 7.3.12 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Authority(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Authority(s) at the Call-Off Agreement stage.
- 7.3.13 The Supplier shall ensure that the Contracting Authority(s) is fully briefed regarding Best Practice activities in relation to the Contracting Authority(s) recording of Out of Hours/After Hours Hire requests (and other ancillary Services), fuel tank levels on delivery and collection, and the recoding of Vehicle damage. This is to ensure that there is a clear audit trail between Supplier and the Contracting Authority(s). The Supplier shall provide monthly (or at a frequency agreed at Call-Off Agreement stage) reports to the Contracting Authority(s) regarding the level Out of Hours/After Hours Hire requests (and other ancillary Services) being called for, fuel tank levels on delivery and collection of Hired Vehicles, and the recoding of Vehicle damage by the Contracting Authority(s) including all associated charges and cooperate with the Contracting Body(s) with regard to the reconciliation Contracting Authority(s) own records against the Supplier's reports.
- 7.3.14 In order that the Contracting Authority(s) is fully aware of the implications of its Drivers failing to correctly refuel a Hired Vehicle in accordance with the refuelling requirements agreed in the Call-Off Agreement on return to the Supplier, the Supplier shall explain to the Contracting Authority(s) how the Supplier calculates any administrative costs associated with refuelling the Vehicle. The Supplier shall also make recommendations to the Contracting Authority(s) on how best it can educate its Drivers to follow the refuelling requirements of the Call-Off Agreement and what to do when the refuelling requirement cannot be met.

#### **7.4 Documentation.**

- 7.4.1 At the commencement of the Hire Period, the Supplier shall provide the Driver with:

- 7.4.1.1 the Supplier standard documentation with all the relevant details completed, consisting of as a minimum;
- 7.4.1.2 a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;
- 7.4.1.3 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;
- 7.4.1.4 Vehicle Inspection Form (if delivered for Car Share);
- 7.4.1.5 Supplier shall provide a damage report and a contact number to report the damage when requested by the Driver;
- 7.4.1.6 instruction how to access the Vehicle, including any Driver smart cards, PIN codes or smartphone applications required to gain access to the Vehicle, as per the Suppliers' normal means.

## **7.5 Breakdown and Roadside Assistance**

- 7.5.1 The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. Supplier shall attend within 1 hour and service re-instated with 2 hours following receipt of the initial call. The Supplier shall not charge the Contacting Body(s) for hire of the Car Share Vehicle during periods of breakdown until as such time a replacement Vehicle is made available to the Driver.
- 7.5.2 The Supplier shall prioritise breakdown and roadside assistance calls from lone female and/or Vulnerable Drivers.
- 7.5.3 In accordance with paragraph 7.4 above, the Supplier shall provide contact details for the roadside assistance.
- 7.5.4 In case of a breakdown/incident where the original Vehicle is unable to complete the journey, the Supplier is required to provide the transfer and onward movement of loads/passengers to a point specified by the Contracting Authority(s). Onward journey to start within 2 hours of breakdown/incident.

## **7.6 Accident / Incident reporting.**

- 7.6.1 Photographic evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage.
- 7.6.2 If any damage occurring to a hired Car Share Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver, within 24 working hours of the termination of the hire (unless an alternative timescale is determined at Call-Off Agreement stage). A full report of any such damage (included with the photographic evidence) detailing the Contracting Authority(s) liability shall be provided.
- 7.6.3 The Supplier shall, if the Contracting Authority(s) so requires, at their own expense, obtain an Vehicle Damage Assessors report and provide photographic

evidence for all damage where the estimated cost is over £250 (exclusive of VAT) to repair. Vehicle Damage Assessors shall be ATA accredited.

- 7.6.4 Where the Contracting Authority(s) accepts liability for damage any costs associated with the above Vehicle Damage Assessors report shall be added to the repair invoice. The cost of the Vehicle Damage Assessors report is capped at £250 per report.
- 7.6.5 The Supplier shall supply a copy of the repair invoice, together with any Vehicle Damage Assessors report to substantiate any claim for reimbursement from third parties to the Contracting Authority(s).
- 7.6.6 Where a claim arises from a third party against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Contracting Authority(s) has liability for such claim, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Contracting Authority(s) liability shall be provided. If the Contracting Authority(s) accepts that the claim is likely to fall within the Contracting Authority(s) liability, the Supplier shall fully co-operate with the Contracting Authority(s) in responding to any such claim.
- 7.6.7 Where a third party is responsible for any damage arising to the Supplier's Vehicle (and has accepted full liability), and the Contracting Authority(s) has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier shall not pursue the Contracting Authority(s) for any payment but shall handle the claim, excluding any claim by the Contracting Authority(s), directly through the third party's insurance or other representative.
- 7.6.8 Where losses have been incurred by the Contracting Authority(s) as a result of liability from a third party, the Supplier shall contact the Contracting Authority(s) and/or their insurance company and/or managing agent as agreed in the Call-Off Agreement.
- 7.6.9 Where the Vehicle is damaged beyond economic repair, and the Contracting Authority(s) are found to be at fault, the Contracting Authority(s) shall only be liable for the residual trade book value.

## **7.7 Maintenance**

- 7.7.1 The Supplier shall be responsible for arranging (at their own expense) the costs of:
  - 7.7.1.1 normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended periodically;
  - 7.7.1.2 repairs of Hired Vehicles arising outside of normal routine maintenance; and
  - 7.7.1.3 tyre, battery and exhaust replacements in respect of Hired Vehicles during the Hire Period corresponding to each such Hired Vehicle.
  - 7.7.1.4 repairs (excluding any costs attributable to deterioration due to fair wear and tear) due to Driver negligence or Driver damage shall be chargeable to the Contracting Authority(s).

## **7.8 Motor Insurance Database**

- 7.8.1 The Supplier shall maintain and update the Motor Insurance Database (MID) of all hires at all times in order to meet the requirements of the EU Motor Insurance Directive.
- 7.8.2 The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial Vehicles, to the Contracting Authority(s) within the necessary timescales; where the Contracting Authority(s), undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Contracting Authority(s) to upload their rental fleet profile onto the MID.

## **7.9 Data Security Management**

- 7.9.1 It is mandatory by the date of the Framework Agreement commencement (or at a later date as agreed) that the Supplier is able to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier. This mandatory requirement is in order to further reduce the levels of cyber security risks in the supply chain. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as *Cyber Essentials* and an advanced level of assurance known as *Cyber Essentials Plus*. With regard to the Services, Suppliers must demonstrate that they have achieved the basic level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
- 7.9.1.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- 7.9.1.2 A Supplier has not got a current and valid Cyber Essentials certificate, but is working towards gaining it, and shall confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement (or a later date as agreed); or
- 7.9.1.3 A Supplier has not got a current and valid Cyber Essentials certificate but can demonstrate or shall be able to demonstrate by the date of the Framework Agreement (or a later date as agreed) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier; or
- 7.9.1.4 The Supplier is exempt from complying with the requirements at paragraph 7.9.1.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard (and shall be verified as such) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the

treatment of any personal details of Drivers held and processed by the Supplier. The body(s) employed by the Supplier to carry out the verification shall be approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.

- 7.9.2 The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 7.9.3 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 7.9.1 to 7.9.2 (inclusive) where such Sub-Contractors are responsible for receiving data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier.
- 7.9.4 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

## **7.10 Hours of Service**

- 7.10.1 The Supplier shall ensure that its operating hours in relation to the provision of the Services shall be as a minimum:
- 08:00 to 18:00 Monday to Friday, excluding Bank Holidays
- 09:00 to 12 noon. Saturday
- 7.10.2 In some instances availability of Car Share shall be outside of these hours to be agreed with Contracting Authority(s) at Call-Off Agreement stage.
- 7.10.3 The Supplier shall provide an Out Of Hours/After Hours emergency contact number which must be a local rate number where required by the Contracting Authority(s) to hire Vehicles or for other urgent enquiries outside of the normal operating hours.

## **7.11 Payment and Invoicing**

- 7.11.1 The Supplier shall offer the Contracting Authority(s) a choice of payment options, to include and not be limited to bill-back, electronic billing, and corporate payment cards and lodged cards, to be discussed and agreed at the Call-Off Agreement stage.
- 7.11.2 Where requested by the Contracting Authority(s), the Suppliers systems shall interface with the Contracting Authority(s) e-Commerce (Purchase2Pay) system.

- 7.11.3 Where the Contracting Authority(s) do not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution as agreed at Call-Off Agreement stage.
- 7.11.4 The Online Booking System shall hold and or provide the facility for the Booker to insert the three-digit CCV security code.
- 7.11.5 Where the payment option chosen by the Contracting Authority(s) includes the mechanism for invoicing, the Supplier shall invoice all usual charges within the financial year in which the charges apply (it is recognised that some ad hoc requirements for example, invoices for damage to vehicles, may take longer).
- 7.11.6 The Supplier shall have the ability to attribute the cost of each booking to the Contracting Authority(s) bookers Cost Centre Code.

## **7.12 Fuels**

- 7.12.1 The Supplier shall provide the option of Fuel Cards, other refuelling methods for Car Share; this shall be determined during Call-Off Agreement stage by Contracting Authority(s). Where Fuel Cards are used, a detailed report on the use of the Fuel Cards shall be provided to the Contracting Authority(s) each Month.
- 7.12.2 The Supplier shall provide clear identification on the Vehicle of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Contracting Authority(s) shall not be liable if the Vehicle is re-fuelled with the wrong fuel type.
- 7.12.3 The Supplier shall provide clear instructions for refuelling. Where the Contracting Authority(s) incorrectly refuels the Vehicle and informs the Supplier. The Supplier shall undertake to minimise any costs associated with repairing the Vehicle.

## **7.13 Special Requirements of the Contracting Authority(s)**

- 7.13.1 If required by the Contracting Authority(s) to be determined and agreed (between Supplier and the Contracting Authority(s) at the Call-Off Agreement stage, the Supplier shall provide specialist services similar to the ones listed below. The prices for these additional services should be input on the Pricing Schedule for Lot 5 Pricing Schedule – Framework Agreement Schedule 3. This list is for indicative purposes only:
- 7.13.2 Vehicles with controls and necessary adjustments appropriate to the needs of disabled Drivers eg fitment of Lynx control system;
- 7.13.3 Minor modification e.g. fitment of roof rack.
- 7.13.4 Membership cost per annum (£)
- 7.13.5 Number of Miles included in the rental day rate.
- 7.13.6 Damage fee (insurance excess)(£)
- 7.13.7 Charge for Replacement Access Cards (£)

- 7.13.8 Administration Charge for processing Speeding, Parking Fines, Congestion charging etc
- 7.13.9 Charge for Late return of vehicle
- 7.13.10 Insurance excess per Accident
- 7.13.11 Other Penalty charges (for example valeting)

#### **7.14 Sustainability**

7.14.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Services provided under the lotting structure of this Framework Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.

7.14.2 The Authority and the Contracting Authority(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call-Off Agreements established. Of relevance to the Services provided under this Framework Agreement, but not a fixed or exhaustive list are:

7.14.2.1 compliance with the Greening Government Commitments, in particular the Government Buying Standards for Transport and the targets around travel reduction and air quality and tailpipe emissions targets;

7.14.2.2 compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres;

7.14.2.3 promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure;

7.14.2.4 delivery of Social Value;

7.14.2.5 support for Small Medium Enterprises (SMEs), social enterprises and mutuals, including prompt payment;

7.14.2.6 support for Equalities including Disability and promotion of equality of access;

7.14.2.7 the Contracting Authority(s) Travel Policy (where provided).

7.14.3 All Central and Civil Government Departments must meet the Greening Government Commitments (as revised from time to time or superseded):

<https://www.gov.uk/government/publications/greening-government-commitments-targets>

7.14.4 The Greening Government Commitments includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.

- 7.14.5 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement.
- 7.14.6 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly Vehicles wherever feasible. Suppliers' Vehicles in the UK shall comply with the target set out in the "Government Buying Standards – Transport" including those for CO2 emissions (measured in g/km of CO2).

#### **7.15 Key Performance Indicators**

- 7.15.1 The Supplier shall at all times comply with the Service Levels and Key Performance Indicators as described in Schedule 2 Framework Agreement – Annex 2 - Key Performance Indicators.
- 7.15.2 Where the Contracting Authority(s) requires different Service Levels and Key Performance Indicators these shall be set out at Call-Off Agreement stage.

#### **7.16 Penalties Fines and Congestion Charges**

- 7.16.1 The Supplier shall not be responsible for the payment of fines, fees or penalties incurred by the Contracting Authority(s) or the Contracting Authority(s) Driver of a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties"). For Car Share based in London (and other UK cities) specific rules may apply to be determined at Call-Off Agreement stage.
- 7.16.2 The Supplier shall ensure that the Contracting Authority(s) promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.
- 7.16.3 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 Contracting Authority(s) in sufficient time following receipt of the Penalty or charge.
- 7.16.4 The Supplier may charge an administrative fee, forwarded to the Contracting Authority(s) with the Penalty documentation, as stated within Schedule 3 of the Framework Agreement.
- 7.16.5 Where the Contracting Authority(s) notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges then the Supplier shall (where possible) provide the Contracting Authority(s) with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

## 8 MANDATORY REQUIREMENTS - LOT 6 INTERNATIONAL VEHICLE HIRE.

This Vehicle Hire Lot covers the requirements of International Vehicle hire - excluding UK Vehicle hire – for the provision of passenger carrying Vehicles (including saloon, estate cars and MPV's (multi-purpose vehicles)), Light Commercial Vehicles (vans for carrying goods) and 4x4 vehicles. International Vehicle hire shall provide worldwide coverage but will have specific emphasis on countries including but not limited to Ireland, USA, Germany, Cypress, and Gibraltar.

This paragraph provides details of the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under Lot 6 in order to meet the service delivery requirements of this Framework Agreement.

It is important that Suppliers take time to fully understand this important part of the service delivery requirement, all Mandatory Service Requirements, as listed below shall be required to commence from the implementation of the Call-Off Agreement with the Contracting Authority(s).

- a) **Vehicle Specifications** - The Supplier shall be able to fulfil all aspects of Vehicle Specifications 8.1.
- b) **Account Management** - The Supplier shall be able to fulfil all aspects of Account Management for Contracting Authority(s). Please refer to paragraph 8.2.
- c) **Documentation** - The Supplier shall be able to fulfil all aspects of Documentation requirements for Contracting Authority(s). Please refer to paragraph 8.3.
- d) **Breakdown and Roadside Assistance** - The Supplier shall be able to fulfil all aspects of Breakdown and Roadside Assistance for Contracting Authority(s). Please refer to paragraph 8.4.
- e) **Accident/Incident Reporting** - The Supplier shall be able to fulfil all aspects of Accident/Incident Reporting for Contracting Authority(s). Please refer to paragraph 8.5.
- f) **Maintenance** - The Supplier shall be able to fulfil all aspects of Maintenance for Contracting Authority(s). Please refer to paragraph 8.6.
- g) **Replacement Vehicles** - The Supplier shall be able to fulfil all aspects of Replacement Vehicles for Contracting Authority(s). Please refer to paragraph 8.7.
- h) **Motor Insurance Database** - The Supplier shall be able to fulfil all aspects of Motor Insurance Database for Contracting Authority(s). Please refer to paragraph 8.8.
- i) **Airport Service** - The Supplier shall be able to fulfil all aspects of Airport Service for Contracting Authority(s). Please refer to paragraph 8.9.
- j) **Data Security Management** – The Supplier shall be able to fulfil all aspects of Data Security Management. Please refer to paragraph 8.10.
- k) **Confidentiality/Enhanced Security** - The Supplier shall be able to fulfil all aspects of Confidentiality/Enhanced Security for Contracting Authority(s). Please refer to paragraph 8.11.

- l) **Hours of Service** - The Supplier shall be able to fulfil all aspects of Hours of Service for Contracting Authority(s). Please refer to paragraph 8.12.
- m) **Booking Arrangements** - The Supplier shall be able to fulfil all aspects of Booking Arrangements for Contracting Authority(s). Please refer to paragraph 8.13.
- n) **Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Delivery and Collection for Contracting Authority(s). Please refer to paragraph 8.14.
- o) **Cancellation/Abortive Delivery and Collection** - The Supplier shall be able to fulfil all aspects of Cancellation/Abortive Delivery and Cancellation for Contracting Authority(s). Please refer to paragraph 8.15.
- p) **Payment and Invoicing** - The Supplier shall be able to fulfil all aspects of Payment and Invoicing for Contracting Authority(s). Please refer to paragraph 8.16.
- q) **Taking Vehicles to Other Countries** - The Supplier shall be able to fulfil all aspects of Taking Vehicles to Other Countries for Contracting Authority(s). Please refer to paragraph 8.17.
- r) **Fuels** - The Supplier shall be able to fulfil all aspects of Fuel for Contracting Authority(s). Please refer to paragraph 8.18.
- s) **Special Requirements of Contracting Authority(s)** - The Supplier shall be able to fulfil all aspects of Special Requirements for Contracting Authority(s). Please refer to paragraph 8.19.
- t) **Sustainability** - The Supplier shall be able to fulfil all aspects of Sustainability for Contracting Authority(s). Please refer to paragraph 8.20.
- u) **Key Performance Indicators** - The Supplier shall be able to fulfil all aspects of Key Performance Indicators for Contracting Authority(s). Please refer to paragraph 8.21.
- v) **Penalties, Fines and Congestion Charges** - The Supplier shall be able to fulfil all aspects of Penalties, Fines, and Congestion Charges for Contracting Authority(s). Please refer to paragraph 8.22.
- w) **Nominated Crown Travel & Venue Service (RM3735) Companies** - The Supplier shall make information available to nominated Crown Travel & Venue Service Companies. Please refer to paragraph 8.23.
- x) **The Hire Period**- The Supplier shall provide Vehicles for a range of Hire Periods. Please refer to paragraph 8.24
- y) **Mileage Restrictions** - The Supplier shall be able to fulfil all aspects of Mileage Restrictions 8.25.
- z) **General Requirements** – The Supplier shall be able to fulfil all aspects of General Requirements. Please refer to paragraph 8.26

## 8.1 Vehicle Specifications

- 8.1.1 The Supplier shall provide manual transmission Vehicles for all hires (where possible) unless the Contracting Authority(s) has requested a Vehicle with automatic transmission. Automatic transmission Vehicles can be requested on the grounds of disability and/or duty of care where it would enhance safety. It is also acknowledged that Electric Vehicles and some other low emission

technology Vehicles are automatic. It is recognised that in countries such as the USA, the provision of automatic transmission Vehicles is the norm.

- 8.1.2 Where appropriate to the Vehicle type the Supplier shall have both diesel, petrol, electric and ULEV (Ultra Low Emissions) Vehicles available, with a focus on supporting the UK Government Buying Standards targets (for example, reduction of CO2 emissions) or similar in-country of hire standards and targets.
- 8.1.3 The Supplier shall ensure that Vehicles within the hire fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for hire.
- 8.1.4 All Vehicles supplied shall:
  - 8.1.4.1 Conform to the manufacturer's minimum In-Country specification for the country in which hired or shall be travelling to. To also include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment but not limited to red triangle;
  - 8.1.4.2 where specified by the Contracting Authority(s), be provided using an industry standard Vehicle coding scheme for example Association of Car Rental Industry Systems and Standards (ACRIS) or similar;
  - 8.1.4.3 be clean inside and out, including clean windows;
  - 8.1.4.4 have a full tank of fuel, less any delivery distance travelled from the nearest outlet location, unless otherwise specified by the Contracting Authority(s);
  - 8.1.4.5 have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
  - 8.1.4.6 have been maintained according to the manufacturer's recommendations;
  - 8.1.4.7 be fit for purpose, roadworthy and meet all In-Country legal compliance requirements.
  - 8.1.4.8 have (where reasonably possible) emissions compliant with UK Government Buying Standards;
  - 8.1.4.9 be compliant with a minimum four star New Car Assessment Programme (NCAP) rating, unless otherwise specified by the Contracting Authority(s).
- 8.1.5 All cars shall, at the commencement of the Hire Period be less than 2 years old from the date of first registration.
- 8.1.6 Additional Vehicle Specifications for Light Commercial Vehicles:
  - 8.1.6.1 if requested, light commercials Vehicles to have a 4 wheel drive capability;

- 8.1.6.2 all vans to have a full internal bulkhead between the passenger compartment and the load carrying area;
- 8.1.6.3 load securing points in the load carrying area, minimum of 4 securing points;
- 8.1.6.4 load area to have a separate illumination system;
- 8.1.6.5 load area to have ply lining (or equivalent) to prevent damage to panels;
- 8.1.6.6 a working 12v accessory power socket
- 8.1.7 All commercial Vehicles up to 3.5 tonnes shall, at the commencement of the Hire Period be less than 4 years old from the date of first registration
- 8.1.8 All Minibuses at the commencement of the Hire Period be less than 4 years old from the date of first registration
- 8.1.9 All Minibuses shall have:
  - 8.1.8.1 have forward facing seats;
  - 8.1.8.2 have all seats fitted with seat-belts;
  - 8.1.8.3 be less than 5 years old from the date of first registration;
- 8.1.10 All 4x4 Vehicles shall be less than 2 old from the date of first registration.

## **8.2 Account Management**

- 8.2.1 The Supplier shall within 5 days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. The nominated Account Manager shall have a minimum of two years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
- 8.2.2 The Supplier shall within 5 days of signing a Call-Off Agreement provide the Contracting Authority(s) with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority(s). This shall be agreed prior to the Supplier and Contracting Authority(s) entering into the Call-Off Agreement.
- 8.2.3 The Account Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and the Contracting Authority(s).
- 8.2.4 The Supplier shall support the Contracting Authority(s) in relation to the Services provided, including recommendations on the most cost-effective and fuel efficient

Vehicle options, expenditure reduction, pricing, answering queries and dealing with complaints.

- 8.2.5 The Supplier shall provide information in relation to Vehicle Hire CO2 emissions and advice on carbon reduction across all aspects of Vehicle travel.
- 8.2.6 The Supplier shall when required provide recommendations, information, calculation and advice on how to reduce Vehicle Hire expenditure.
- 8.2.7 Provide publicity/marketing of the Framework Agreement e.g. displays and road shows etc.
- 8.2.8 Management Information and Data Reporting shall be provided to the Authority in a dashboard format for data across all Contracting Authority(s) and to individual Contracting Authority(s) (for their data), free of charge. The minimum level of information required is outlined in Management Information and Reporting Schedule Schedule 9 in Framework Agreement.
- 8.2.9 The Supplier shall make such Management Information and Data Reports as are set out in the Call-Off Agreement available to the Contracting Authority(s) via an electronic solution (e.g. online or email in spread sheet format) to the Contracting Authority(s) free of charge. The Supplier shall be responsible for the integrity of the data at all times.
- 8.2.10 The Supplier shall provide a Continuous Improvement Plan as agreed by the Authority within the first 3 months of Framework Award, with quarterly communication of progress on actions. The Continuous Improvement Plan shall be reviewed annually by the Authority.
- 8.2.11 The Account Manager shall hold separate service management review meetings with the Authority and the Contracting Authority(s) with agenda items and the frequency of meetings to be agreed by the Authority on Framework Award and the Contracting Authority(s) at the Call-Off Agreement stage.
- 8.2.12 The Supplier shall ensure that the Contracting Authority(s) is fully briefed regarding Best Practice activities in relation to the Contracting Authority(s) recording of Out of Hours/After Hours Hire requests (and other ancillary Services), fuel tank levels on delivery and collection, and the recoding of Vehicle damage. This is to ensure that there is a clear audit trail between Supplier and the Contracting Authority(s). The Supplier shall provide monthly (or at a frequency agreed at Call-Off Agreement stage) reports to the Contracting Authority(s) regarding the level Out of Hours/After Hours Hire requests (and other ancillary Services) being called for, fuel tank levels on delivery and collection of Hired Vehicles, and the recoding of Vehicle damage by the Contracting Authority(s) including all associated charges and cooperate with the Contracting Body(s) with regard to the reconciliation Contracting Authority(s) own records against the Supplier's reports.
- 8.2.13 In order that the Contracting Authority(s) is fully aware of the implications of its Drivers failing to correctly refuel a Hired Vehicle in accordance with the refuelling requirements agreed in the Call-Off Agreement on return to the Supplier, the Supplier shall explain to the Contracting Authority(s) how the Supplier calculates any differences (fuel volume and fuel cost) associated with the refuelling of a Hired Vehicle. The Supplier shall also make recommendations to the Contracting Authority(s) on how best it can educate its Drivers to follow the refuelling requirements of the Call-Off Agreement and what to do (such as keeping a record of the fuel level) when the refuelling requirement cannot be met.

### **8.3 Documentation.**

8.3.1. At the commencement of the Hire Period, the Supplier shall provide the Driver with:

8.3.1.1. the Supplier standard documentation ,with all the relevant details completed, consisting of as a minimum;

8.3.1.2. a Vehicle handbook or laminated document which gives full familiarisation details of the Vehicle e.g. the controls and other characteristics specific to the Vehicle;

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

8.3.1.4. Vehicle Inspection Form;

8.3.1.5. Supplier shall provide a damage report when requested by the Driver;

8.3.1.6. instruction how to access the Vehicle, including any Driver smart cards required to gain access to the Vehicle, as per the Suppliers' normal means;

8.3.1.7. all documentation must be in English and the language of the country of use.

#### **8.4 Breakdown and Roadside Assistance**

8.4.1. The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. Supplier shall attend within 1 hour and service re-instated with 2 hours following receipt of the initial call. It is noted that there are some international exceptions to the provision of breakdown cover in some countries. Contracting Authority(s) shall contact the Supplier to agree cover in these eventualities.

8.4.2. The Supplier shall prioritise breakdown and roadside assistance calls from lone female and/or Vulnerable Drivers.

8.4.3. In accordance with paragraph 8.3 above, the Supplier shall provide contact details for the roadside assistance at the time of delivery of the Vehicle.

8.4.4. In case of a breakdown/incident where the original Vehicle is unable to complete the journey, the Supplier is required to provide the transfer and onward movement of loads/passengers to a point specified by the Contracting Authority(s). Onward journey to start within 2 hours of breakdown/incident.

#### **8.5 Accident / Incident reporting.**

8.5.1. Photographic evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage.

8.5.2. If any damage occurring to a Hired Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver, within 4 working hours of the termination of the hire. (unless an alternative timescale is determined at Call off Agreement stage). A full report of

any such damage (including photographic evidence if required) detailing the Contracting Authority(s) liability shall be provided.

- 8.5.3. The Supplier shall, if the Contracting Authority(s) so requires, at their own expense, obtain an Vehicle Damage Assessors report and provide photographic evidence for all damage where the estimated cost is over £250 (exclusive of VAT) to repair. Vehicle Damage Assessors shall be ATA accredited (or the In-Country equivalent).
- 8.5.4. Where the Contracting Authority(s) accepts liability for damage any costs associated with the above Vehicle Damage Assessors report shall be added to the repair invoice. The cost of the Vehicle Damage Assessors report is capped at £250 per report.
- 8.5.5. The Supplier shall supply a copy of the repair invoice, together with any Vehicle Damage Assessors report to substantiate any claim for reimbursement from third parties to the Contracting Authority(s).
- 8.5.6. Where a claim arises from a third party against the Supplier after the termination of any hire, and the Supplier has reason to believe or considers that the Contracting Authority(s) has liability for such claim, then the Supplier shall notify the Contracting Authority(s) and (where possible) Driver of any such claim within 24 hours of the claim being received by the Supplier. Full details of the claim with evidence of the Contracting Authority(s) liability shall be provided. If the Contracting Authority(s) accepts that the claim is likely to fall within the Contracting Authority(s) liability, the Supplier shall fully co-operate with the Contracting Authority(s) in responding to any such claim.
- 8.5.7. Where a third party is responsible for any damage arising to the Supplier's Vehicle (and has accepted full liability), and the Contracting Authority(s) has provided to the Supplier all of the third party's details, including the third party's insurance details, the Supplier shall not pursue the Contracting Authority(s) for any payment but shall handle the claim, excluding any claim by the Contracting Authority(s), directly through the third party's insurance or other representative.
- 8.5.8. Where losses have been incurred by the Contracting Authority(s) as a result of liability from a third party, the Supplier shall contact the Contracting Authority(s) insurance company and or managing agent as agreed in the Call-Off Agreement.
- 8.5.9. Where the Vehicle is damaged beyond economic repair, and the Contracting Authority(s) are found to be at fault, the Contracting Authority(s) shall only be liable for the residual trade book value.
- 8.5.10. The Contracting Authority(s) shall agree specific processes with the Supplier in respect of traffic violations and damage to Vehicles.
- 8.5.11. The Contracting Authority(s) does not rely on Crown Indemnity and appropriate insurance cover must be included in the hire agreement. The Supplier shall be expected to deal with any insurance claims and shall notify the Contracting Authority(s) of any excess payable in the event of liability of Contracting Authority(s).

## **8.6 Maintenance**

- 8.6.1. The Supplier shall be responsible for arranging (at its own cost) the costs of:
  - 8.6.1.1. normal routine maintenance of Hired Vehicles in accordance with manufacturer's maintenance recommendations as amended periodically;
  - 8.6.1.2. repairs of Hired Vehicles arising outside of normal routine maintenance;

- 8.6.1.3. tyre, battery and exhaust replacements in respect of Hired Vehicles during the Hire Period corresponding to each such Hired Vehicle.
- 8.6.1.4. repairs (excluding any costs attributable to deterioration due to fair wear and tear) due to Driver negligence or Driver damage shall be chargeable to the Contracting Authority(s).

## **8.7 Replacement Vehicles**

- 8.7.1. In the event of a breakdown or other occurrence, such as an accident, which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:
  - 8.7.1.1. provide a replacement Vehicle of at least the same standard. If it is determined that a replacement Vehicle is required, the replacement shall be provided within 2 hours. This Service is required 24 hours a day, 7 days per week, 365 days a year (366 days in a leap year).
  - 8.7.1.2. ensure the breakdown or road assistance package includes a provision to take the Driver and any passengers and cargo to their requested destination outside 'office hours' or to the Supplier's nearest depot or to the Driver's official business destination during 'office hours'.

## **8.8 Motor Insurance Database**

- 8.8.1. The Supplier shall maintain and update the Motor Insurance Database (MID) of all hires at all times in order to meet the requirements of the EU Motor Insurance Directive (or the In-Country's equivalent regulatory or legal requirements for Vehicle insurance).
- 8.8.2. The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial Vehicles, to the Contracting Authority(s) within the necessary timescales; where the Contracting Authority(s), undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Contracting Authority(s) to upload their rental fleet profile onto the MID.

## **8.9 Airport Service**

- 8.9.1. Where necessary the Supplier shall provide courtesy transport to and from their rental outlets when arriving or departing from an airport during outlet office hours.
- 8.9.2. If necessary the Supplier shall provide a meet and greet service, if the Supplier's depot is not located at the airport.

## **8.10 Data Security Management**

- 8.10.1. It is mandatory by the date of the Framework Agreement commencement (or at a later date as agreed) that the Supplier is able to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier. This mandatory requirement is in order to further reduce the levels of cyber security risks in the supply chain. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a basic level of assurance which is known as *Cyber Essentials* and an advanced level of assurance known as *Cyber Essentials Plus*. With regard to the Services, Suppliers must demonstrate that they have achieved the basic level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:

- 8.1.8.8 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- 8.1.8.9 A Supplier has not got a current and valid Cyber Essentials certificate, but is working towards gaining it, and shall confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement (or a later date as agreed); or
- 8.1.8.10 A Supplier has not got a current and valid Cyber Essentials certificate but can demonstrate or shall be able to demonstrate by the date of the Framework Agreement (or a later date as agreed) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier; or
- 8.1.8.11 The Supplier is exempt from complying with the requirements at paragraph 8.10.1.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard (and shall be verified as such) for data pertinent to the Vehicle Hire Service as detailed in this document, in particular to the treatment of any personal details of Drivers held and processed by the Supplier. The body(s) employed by the Supplier to carry out the verification shall be approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.
- 8.10.2. The Supplier shall throughout the Framework Period and any Call-Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 8.10.3. The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 8.10.1 to 8.10.2 (inclusive) where such Sub-Contractors are responsible for receiving data pertinent to the Vehicle Hire Service as detailed in this document and, in particular, to the treatment of any personal details of Drivers held and processed by the Supplier.
- 8.10.4. Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

## **8.11 Confidentiality/Enhanced Security**

- 8.11.1. In certain instances, a Contracting Authority(s) shall require the following, and such requirements shall be individually agreed at Call-Off Agreement stage, with each Contracting Authority(s) in question:
- 8.11.2. a higher level of security, as agreed with the Contracting Authority(s), throughout the processes they perform directly and those that they sub-contract.
- 8.11.3. Use of the Contracting Authority(s) own internal electronic booking system, and in such cases the Supplier shall provide the facility to accept (subject to entering into a Code of Connection agreement which shall subject to a separate charge to be agreed with Contracting Authority(s) at Call-Off Agreement) an electronic feed to receive booking information from the Contracting Authority(s) system
- 8.11.4. There may be some occasions when “disguised” Vehicles may be required for covert operations. Such Vehicles may be required to have the appearance of used Vehicles but are fully road-worthy; or have signage or livery. Those Vehicles will meet the Vehicle Specifications in paragraph 8.1

## **8.12 Hours of Service**

- 8.12.1. The Supplier shall ensure that its operating hours in relation to the provision of the Services for the country of use, shall be as a minimum:  
08:00 to 18:00 Monday to Friday, excluding National Holidays  
  
09:00 to 12 noon. Saturday
- 8.12.2. The Supplier shall provide an Out of Hours/After Hours emergency contact number which must be a non-premium rate where required by the Contracting Authority(s) to hire Vehicles at short notice outside of the normal operating hours.

## **8.13 Booking Arrangements.**

- 8.13.1. Booking arrangements for the provision of Hired Vehicles shall depend on the Contracting Authority(s) individual requirements within departmental travel policies. Further details of these shall be set out in the Call-Off Agreement. The Supplier shall make systems available which allow the Contracting Authority(s) to make bookings via telephone, facsimile, email and through a secure online booking tool, which is accessible via the internet worldwide.
- 8.13.2. The Supplier shall provide to each Contracting Authority(s), a simple listing of all charges for all types of bookings relevant to their requirements and travel policies.
- 8.13.3. The Supplier shall provide an online booking tool to the Contracting Authority(s). The booking tool shall have the facility to identify which classes of Vehicle are within or out of the Contracting Authority(s) travel policy and to be able to block Vehicles (and associated services) outside the Contracting Authority(s) travel policy. The tools shall also have the facility to enable line management pre-trip approval where required.
- 8.13.4. The Supplier shall where required, provide training in the use of online booking tools. However, such tools shall be designed to be intuitive in use.

- 8.13.5. The Supplier shall provide an offline booking service via a call centre, whereby bookings can be made either by telephone or email .Contact needs to be able to speak English and language of country of use.
- 8.13.6. The Supplier shall provide an emergency Out of Hours/After Hours telephone booking service. The Supplier's operative taking the call shall be able to speak English and language of country of use.
- 8.13.7. As a minimum requirement each Vehicle Order shall specify:
- 8.13.7.1. the Contracting Authority(s) hiring the Vehicle;
  - 8.13.7.2. the cost centre;
  - 8.13.7.3. the name, staff / service number and email of the Booker;
  - 8.13.7.4. the name, staff / service number of the main Driver and the names of any additional Drivers;
  - 8.13.7.5. contact telephone number, facsimile number and/or email address of the Supplier and Contracting Authority(s);
  - 8.13.7.6. the group and type of Vehicle required;
  - 8.13.7.7. insurance, if required by the Contracting Authority(s);
  - 8.13.7.8. special requirements, such as disability controls and adjustments, roof racks, snow chains, child seats, sat navigation, etc.;
  - 8.13.7.9. the date, time and location of commencement of hire;
  - 8.13.7.10. the date, time and location of termination of hire;
  - 8.13.7.11. if delivery or collection is required, the address where the Vehicle should be delivered to and/or collected from;
  - 8.13.7.12. flight details in the case of delivery/pick up to/from the airport;
  - 8.13.7.13. additional extras e.g. delivery and collection charges;
  - 8.13.7.14. possible congestion charges, automated tolls.
- 8.13.8. If a Vehicle from the group requested by the Booker is not available, the Supplier shall endeavour to provide a Vehicle of the same emissions level. If an upgrade to a different Vehicle group is provided the cost of the Vehicle originally requested shall apply and if a Vehicle of a lower standard is provided the cost of the Vehicle from the lower group shall apply. The Supplier shall notify the Contracting Authority(s) of any changes to their requested Vehicle prior to delivery. Notification of such changes shall allow sufficient time for the Contracting Authority(s) to make alternative arrangements if necessary. If such changes are found not acceptable, the Contracting Authority(s) shall reserve the right to cancel the Vehicle without penalty or cancellation charge.

- 8.13.9. Following a booking, the Supplier shall make Vehicles available within the timeframes specified in Annex 7 (Lot 6 International Vehicle Hire types and availability).
- 8.13.10. In remote rural delivery locations the Supplier shall notify the Contracting Authority(s) if the availability period needs to be extended. If the Supplier does not notify the Contracting Authority(s) then standard delivery times would prevail.
- 8.13.11. The Supplier shall provide the Contracting Authority(s) with a single unique number (which could be the reservation number) at the time of booking of each Vehicle, this shall be carried through all stages shall be used in all correspondence relating to the Hired Vehicle, including invoicing and reported in Management Information ( refer to Account Management 8.2.9)
- 8.13.12. The Supplier agrees that a 'no turn down' policy shall apply to the supply of all Vehicles. When the Supplier is not able to supply the demand from the Supplier's fleet, they shall use Sub-Contractors, as they deem necessary, with no additional cost to the Contracting Authority(s).
- 8.13.13. Sub-Contracting by the Supplier in any way shall not relieve the Supplier from any of their responsibilities under this agreement. It is the Supplier's responsibility to ensure that all Sub-Contractors comply with all Key Performance Indicators as well as any relevant legislation and security procedures.
- 8.13.14. The Supplier shall take overall responsibility for ensuring that all Sub-Contractors that they engage under this Framework Agreement are compliant with the current and future legislation pertaining to all Vehicle Hire services.
- 8.13.15. The Supplier shall (where required) provide insurance cover, this may include the adoption of US Military rates (where appropriate, for example to the Ministry of Defence). Drivers holding a full driving license from their country of origin are to be able to hire vehicles with no minimum age restriction. Multiple drivers are also to be permitted under this agreement.

#### **8.14 Delivery and Collection**

- 8.14.1. The Supplier shall supply the Vehicle on the date and time (or on the day prior) as specified in the Vehicle Order and in accordance with the instructions of the Contracting Authority(s) at the price agreed in the Framework Agreement. The Hire Period shall commence at the time requested or when the Hired Vehicle is delivered or picked up and signed for, whichever is the later, and shall terminate at the time specified at the time of booking or when the Hired Vehicle is collected or returned to the Supplier, whichever is the earlier.
- 8.14.2. Where multiple Drivers are involved, one representative only shall need to present themselves at the hire location.
- 8.14.3. The Supplier's liability for loss or damage to a Hired Vehicle ceases at the time specified at booking or on delivery, whichever is the later, and shall (**unless a different duration is agreed in the Call-Off Agreement**) commence again either 2 working hours after the time specified at booking or 2 working hours after the hire is terminated or when the Hired Vehicle is collected, whichever is the earlier.
- 8.14.4. The Supplier shall provide the Driver with a full familiarisation of the Hired Vehicle's controls and other characteristics specific to the Hired Vehicle upon delivery. Supplier shall ensure that type of fuel used in the Vehicle is highlighted to the Driver. Where the Driver is not present at the time of delivery, familiarisation details (which stress the type of fuel used) shall be provided with the Hired Vehicle. The details must be in English and local language of use. If specialist equipment is provided the Supplier shall provide the Driver with the appropriate familiarisation awareness training necessary to safely, legally and

effectively perform their duties. The Supplier shall record the Driver's details and training provided for the specialist equipment, wherever possible or necessary.

- 8.14.5. Where representatives of the Contracting Authority(s) are unavailable at the time the Hired Vehicle is delivered, the Supplier shall leave a Vehicle Inspection Form in the Hired Vehicle, for the attention of the Driver, clearly showing any points where any damage, however slight, has been noted on the Hired Vehicle. The details must be in English and local language of use. In order to carry out this inspection the car must be clean and left in a well lit area (if possible).
- 8.14.6. If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, recording the mileage for the Driver's attention and report to the Contracting Authority(s) (or the Contracting Authority(s) nominated agent) details of any additional damage within 4 working hours of the termination of the hire (**unless an alternative timescale is determined at Call off Agreement stage**). To allow accurate time stamping the report should be in an email format. A copy of the Vehicle Inspection Report should also be left at the collection address. Failure to do so shall result in the Contracting Authority(s) not being liable for damage claims.
- 8.14.7. The Supplier shall ensure that, where a Vehicle has ended its hire and its continued presence at the Contracting Authority(s) work premises or at a private address causes problems, the Vehicle is removed promptly at an agreed time upon receipt of notification from the Contracting Authority(s). The Contracting Authority(s) shall provide up to 2 hours paid parking (**unless a different duration is agreed in the Call-Off Agreement**) where the Vehicle is to be collected from a pay and display car park, parking meter etc.
- 8.14.8. In the event of a Vehicle being returned late the Supplier shall apply a grace period of 59 minutes before charges for an additional day are incurred. Daily charges shall be incurred while the Vehicle is in the Drivers possession or control.
- 8.14.9. The Supplier shall, provided there has been prior notification and is agreed by the Supplier, allow the Contracting Authority(s) to hire a Vehicle from one location and return it to another.
- 8.14.10. When requested to deliver to a point which requires payment for parking such as a pay and display meter and it is practical to do so (for example it shall not be practical in the case of a very large Vehicle), the Supplier shall pay for two hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Contracting Authority(s) to the Supplier.
- 8.14.11. The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Contracting Authority(s)) the delivered Vehicle is parked in a well lit, open area.

## **8.15 Cancellation /Abortive Delivery and Collection.**

- 8.15.1. In the event that a Hired Vehicle requires cancellation, the Contracting Authority(s) shall notify the Supplier, where it is reasonably possible to do so, at least 2 working hours prior to the commencement of the hire. Charges shall not apply for any bookings which are cancelled more than 2 working hours prior to rental commencement. In the case of home deliveries, cancellation should be made 4 working hours prior to rental commencement and the Supplier shall issue written confirmation along with a reference number which confirms the booking has been cancelled.
- 8.15.2. The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed. In remote delivery locations that are

more than 50 miles from the Supplier's nearest depot, then 4 working hours notice must be provided by the Contracting Authority(s).

- 8.15.3. In the event where the Contracting Authority(s) has failed to provide notice of cancellation at least 2 working hours prior to the requested commencement of hire time, and the Vehicle has been delivered or is in the process of being delivered, the Supplier shall be entitled to an abortive delivery charge to be agreed at Call-Off Agreement stage but which shall not exceed 1 day's rental.
- 8.15.4. Where the Supplier has endeavoured to pick up a Vehicle as per the Contracting Authority(s) instructions and the Vehicle is not available, after a waiting time of 59 minutes (or a time agreed in the Call-Off Agreement) has elapsed, the Supplier shall be entitled to an abortive collection charge which shall not exceed 1 day's rental.
- 8.15.5. Daily charges shall be incurred while the Vehicle is the Driver's possession or control.
- 8.15.6. The Supplier shall process any amendments or cancellations to bookings as requested and identify in advance any cancellation fees that shall be incurred as a consequence.
- 8.15.7. The Supplier shall refund all incorrect charges within 10 working days of cancellation to the Contracting Authority(s).

#### **8.16 Payment and Invoicing**

- 8.16.1. The Supplier shall offer the Contracting Authority(s) a choice of payment options, to include and not be limited to bill-back, electronic billing, and corporate payment cards and lodged cards, to be discussed and agreed at the Call-Off Agreement stage.
- 8.16.2. Where requested by the Contracting Authority(s), the Suppliers systems shall interface with the Contracting Authority(s) e-Commerce (Purchase2Pay) system.
- 8.16.3. Where the Contracting Authority(s) do not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution as agreed at Call-Off Agreement stage.
- 8.16.4. The Online Booking System shall hold and or provide the facility for the Booker to insert the three-digit CCV security code.
- 8.16.5. Where the payment option chosen by the Contracting Authority(s) includes the mechanism for invoicing, the Supplier shall invoice all usual charges within the financial year the charges apply (it is recognised that some ad hoc requirements for example, invoices for damage to Vehicles, may take longer).
- 8.16.6. The Supplier shall have the ability to attribute the cost of each booking to the Contracting Authority(s) bookers Cost Centre Code.

#### **8.17 Taking Vehicles to Other Countries.**

- 8.17.1. If the Hired Vehicle is to be taken out of the originating country, to another Country, the Contracting Authority(s) shall obtain authorisation from the Supplier, giving at least 48 hours notice.

- 8.17.2. The Supplier shall provide any necessary documentation, overseas Drivers pack and other relevant items required for the particular Country where the Vehicle is being taken and that it is covered by an acceptable breakdown and recovery package. The Supplier's insurance cover shall be provided (if requested) when a Vehicle is taken to Other Countries.
- 8.17.3. It is the responsibility of Contracting Authority(s) to ensure that Drivers are legally compliant with the rules and regulations of the countries to be visited. The Supplier if requested shall assist and advice on any specific requirements
- 8.17.4. The Supplier shall if required, carry out regular checks on the Hired Vehicle during such a Hire Period. The Supplier shall either delegate checking of the Vehicle to a local agent or obtain direct confirmation from the Contracting Authority(s) that the Vehicle continues to be hired to them in accordance with the Vehicle Agreement.
- 8.17.5. If requested by the Contracting Authority(s) prior to the Vehicle's departure from the country originally hired, the Supplier shall provide the minimum alterations for winterisation requirements to allow Vehicles to operate legally in all European countries for snow and ice conditions within 2 days of request.

## **8.18 Fuels**

- 8.18.1. The Supplier shall supply all Hired Vehicles with a full tank of fuel, less delivery mileage and the Vehicle should be returned with a full tank of fuel. Delivery mileage is from the nearest available depot. If the Vehicle is then returned with less than a full tank then it shall be re-fuelled by the Supplier at the agreed fuel rate. To be agreed by Contracting Authority(s) at Call-Off Agreement stage.
- 8.18.2. The Suppliers right to charge for re-fuelling depends on the Vehicle being delivered with a full tank, if the Driver has identified that the Vehicle has not been delivered with a full tank then this should be identified on the delivery note and the Driver shall be required to return the Vehicle in the same fuelled state. For example, if half tank has been identified then the returned Vehicle must have a half tank of fuel.
- 8.18.3. The Supplier shall provide clear identification on the Vehicle of the type of fuel to be used, including identification at the filling point. If clear identification of the type of fuel is not shown, the Contracting Authority(s) shall not be liable if the Vehicle is re-fuelled with the wrong fuel type.
- 8.18.4. The Supplier shall provide clear instructions for refuelling. Where the Contracting Authority(s) incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be replaced subject paragraph 8.7. The Supplier shall undertake to minimise any costs associated with repairing the Vehicle.
- 8.18.5. The Supplier shall charge refuelling in line with the cost per litre as defined in the UK government weekly/monthly fuel price index or the In-Country national monthly average whichever is the lower, plus the Supplier's additional pence per litre refuelling charge.

## **8.19 Special Requirements of the Contracting Authority(s)**

- 8.19.1 If required by the Contracting Authority(s) to be determined at Call-Off Agreement stage, the Supplier shall provide specialist services similar to the ones listed below. The prices for these services should be added to Pricing Schedule – Framework Agreement Schedule 3. This list is for indicative purposes only:
- 8.19.2 Vehicles with controls and necessary adjustments appropriate to the needs of disabled Drivers eg fitment of Lynx Hand Controls
- 8.19.3 Minor modifications e.g. fitment of roof rack;
- 8.19.4 Delivery/Collection Charge greater than 10 miles from nearest supplier Depot (£)
- 8.19.5 Delivery/Collection Charge equal to or less than 10 miles from nearest supplier Depot (£)
- 8.19.6 Out of hours delivery charges.
- 8.19.7 Fuel Charge per litre if a Vehicle is returned with less fuel than when delivered (in addition to pump price).
- 8.19.8 One Way Hire surcharge.
- 8.19.9 Online Booking Discount.
- 8.19.10 Cancellation cost of a Hire Booking when less than 2 hours notice has been given - (this shall not exceed 1 day's rental).
- 8.19.11 Airport Hire Surcharge.
- 8.19.12 Administration Charge for processing Speeding, Parking Fines, Congestion charging .
- 8.19.13 Charge for loss of keys.
- 8.19.14 Daily surcharge for Towbar equipped vehicle (where available).
- 8.19.15 Daily surcharge for Flashing Beacon (magnetic mount).
- 8.19.16 Charge for Satellite Navigation System .
- 8.19.17 Abortive delivery or collection charge (ref. 8.15).

## **8.19 Sustainability**

- 8.20.1 The Authority requires that the Supplier consider and address proportionately, the relevance of sustainability to the Services provided under the lotting structure of this Framework Agreement. This includes not only consideration of commercial needs, but minimisation of negative impacts and maximisation of positive impacts on society, the environment and the economy.
- 8.20.2 The Authority and the Contracting Authority(s) shall expect the Supplier to provide assistance to support the Government's agenda in this area and be proactive in support throughout the lifetime of this Framework Agreement and any Call-Off Agreements established. Of relevance to the Services provided under this Framework Agreement, but not a fixed or exhaustive list are:
- 8.20.2.1 compliance with the Greening Government Commitments, in particular the Government Buying Standards for Transport and the targets around travel reduction and air quality and tailpipe emissions targets ;
  - 8.20.2.2 compliance with the requirements of Article 6 of the Energy Efficiency Directive for tyres;
  - 8.20.2.3 promotion of the uptake of Ultra Low Emission Vehicles and development of their supporting infrastructure;
  - 8.20.2.4 delivery of Social Value;
  - 8.20.2.5 support for Small Medium Enterprises (SMEs), social enterprises and mutuals, including prompt payment;
  - 8.20.2.6 support for Equalities including Disability and promotion of equality of access;
  - 8.20.2.7 the Contracting Authority(s) Travel Policy (where provided)
- 8.20.3 All Central and Civil Government Departments must meet the Greening Government Commitments (as revised from time to time or superseded):
- <https://www.gov.uk/government/publications/greening-government-commitments-targets>
- 8.20.4 The Greening Government Commitments includes a commitment to ensure government buys more sustainable and efficient products and engages with its Suppliers to understand and reduce the impacts of its supply chain. In order to help the Government achieve this, the Supplier shall make available and publish data on its supply chain impacts.
- 8.20.5 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental well being in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. The Supplier may be required at Call-Off Agreement stage, to identify, as an optional added value variant, Social Value initiatives it proposes as proportionate and relevant to the Call-Off Agreement.

- 8.20.6 The Supplier is required to use all reasonable endeavours to assist the Authority in seeking to reduce the CO2 emissions arising as a result of the provision of the Services by recommending and providing environmentally friendly Vehicles wherever feasible. Suppliers' Vehicles in the UK shall comply with the target set out in the "Government Buying Standards – Transport" including those for CO2 emissions (measured in g/km of CO2).

## **8.21 Key Performance Indicators**

8.21.1. The Supplier shall at all times comply with the Service Levels and Key Performance Indicators as described Schedule 2 Framework Agreement – Key Performance Indicators.

8.21.2. Where the Contracting Authority(s) requires different Service Levels and Key Performance Indicators these shall be set out in the Call-Off Agreement.

## **8.22 Penalties Fines and Congestion Charges**

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

8.22.2. The Supplier shall ensure that the Contracting Authority(s) promptly receives any notifications of Penalties which it receives together with full details of the alleged offence as provided by the relevant authorities.

8.22.3. The Supplier may charge an administrative fee, forwarded to the Contracting Authority(s) with the Penalty documentation, as stated within Schedule 3 of the Framework Agreement.

8.22.4. 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 Contracting Authority(s) in sufficient time following receipt of the Penalty or charge.

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

## **8.23 Nominated Travel & Venue Service (RM3735) Companies**

8.23.1. When requested the Supplier shall make the Suppliers Framework Agreement price schedules and details of how to hire a Vehicle, available to the nominated Crown Travel & Venue Service (RM3735) Companies (and/or the Contracting Authority(s)) that have a Framework Agreement in place between them and the Authority. This shall enable the Crown Travel & Venue Service (RM3735) Companies (and/or Contracting Authority(s)) to act as an intermediary and hire Vehicles on the Contracting Authority(s) behalf as part of their travel itinerary.

## **8.24 The Hire Period**

- 8.24.1. The Hire Period shall usually last between 1 to 28 days. However, the Supplier shall also make provision for Hire Periods of up to 1 year or longer.

## **8.25 Mileage Restriction**

- 8.25.1. No mileage restriction shall apply to the use of Vehicles provided on hire pursuant to this Framework Agreement, i.e. they shall be provided on the basis of unlimited mileage. It is, however, recognised that some Vehicles may be subject to mileage restriction for servicing and maintenance requirements and that the Supplier shall need to ensure that manufacturer inspection and servicing guidelines are carried out to ensure both the Vehicle can be safely operated, but also that the Vehicle warranty is not invalidated. The Supplier to identify such Vehicles to the Contracting Authority(s).
- 8.25.2. It should be noted that the Supplier, if required, shall (at a time mutually convenient to both the Contracting Authority(s) and the Supplier) change the Vehicle during the Hire Period for a Vehicle of an equivalent standard. Reasons may include, but not limited to, the mileage on the Vehicle becoming excessively high.

## **8.26 General Requirements**

- 8.26.1 The Supplier shall be accredited by the British Vehicle Leasing & Rental Association by a similarly recognised organisation and operate a mandatory Code of Conduct and/or compliance with accreditation standards.  
<http://www.bvrla.co.uk>

### **Annex 1 Management Information and Reporting**

1 The following reports are to be submitted to the Authority for all transactions across all Contracting Authority(s)

<b>Report Templates Issued by CCS.</b>	<b>Completion and Submission date.</b>
1 MISO template	7th each month.
2 Savings Results Templates: to record all savings delivered by the Supplier year on year	12th each month.
3 New Savings Initiatives Project Charters & Action Plans	12th each month.
4 Supplier Action Plan (SAP)	12th each month
5 Monthly Review Meeting Action Points	12th each month
6 Security Accreditation Management Plan (AMP)	12th each month
7 KPI/SLA/Service Credit Performance Reporting	12th each month
8 Completion of a “good news” story template	12th each month
9 Completion of market update report.	Bi annually
10 Completion of SME spend report	12 <sup>th</sup> each Month
11 Suppliers must provide CCS with a summary document each month by Customer to advise why spend is either up or down on the previous month and previous year.	12th each Month

2. The following list is an example of the management information that shall be offered free of charge by the Supplier to the Authority and to Contracting Authority(s) where required by the Authority and/or Contracting Authority(s):

<b>Vehicle Related MI</b>	<b>CO2 Emission Level</b>
Contracting Authority(s) Organisation	Miles Travelled
Single unique reference number	
Contracting Authority(s) Invoice Date	Refuelling Charges including fuel ex VAT
Contracting Authority(s) Invoice Number	Rental Company
Contracting Authority(s) Invoice Line Number	Booking Method
Invoice Line Product/Service Description	On line booking discount
Unit of Purchase	<b>Supplier performance KPIs as described in</b>

Price per Unit	<b>Part B of this schedule</b>
Invoice Line Quantity	Telephone Calls / Online Booking
Total Charges (ex VAT)	Complaints to Bookings ratio
VAT Applicable	Complaints Resolution
VAT amount charged	Vehicle Availability
Promotion Code	Vehicle Specification
Rental Start Date Rental End Date Length of Rental	Vehicle Roadworthy
Vehicle Group Booked	Additional Damage Reporting
Vehicle Group Supplied	Vehicle Collection
Vehicle Make	Replacement Vehicles
Vehicle Derivative	Management Information
Fuel Type	Invoicing
	Other Contracting Authority(s) specified MI

### **Annex 2 : Key Performance Indicators**

<b>ITEM</b>	<b>Key Performance Indicator</b>	<b>Specification</b>	<b>Target</b>
1	Telephone Calls / Online Booking	<ul style="list-style-type: none"> <li>▪ All incoming telephone calls to be answered within 10 seconds</li> <li>▪ Online booking systems shall be available at all times during working normal hours</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98%</b></li> <li>▪ <b>100%</b></li> </ul>
2	Complaints to Bookings ratio	<ul style="list-style-type: none"> <li>▪ The Supplier will record the number of bookings and register complaints made for each calendar month.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>&lt;1% of Complaints to bookings made per calendar month</b></li> </ul>
3	Complaints Resolution	<ul style="list-style-type: none"> <li>▪ The Supplier will provide a copy of their complaints log on a monthly basis detailing the nature of the complaints and the actions taken to resolve the complaints, including timescales taken to resolve them.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>100% of complaints to be responded to within 2 working days of receipt of the complaint.</b></li> <li>▪ <b>98% of complaints to be resolved or have an agreed action plan in place within 10 working days.</b></li> </ul>
4	Vehicle Availability	<ul style="list-style-type: none"> <li>▪ The correct spec/class of Vehicles are to be made available within the timeframes stated in section 4 of this Schedule</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98%</b></li> </ul>
5	Vehicle Specification	<ul style="list-style-type: none"> <li>▪ All Vehicles are to be delivered in a clean and a fit for purpose condition with a full tank of fuel unless specified otherwise by the Contracting Authority(s).</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98%</b></li> </ul>
6	Vehicle Roadworthy	<ul style="list-style-type: none"> <li>▪ All Vehicles to supplied to be roadworthy</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>100%</b></li> </ul>

7	Additional Damage Reporting	<ul style="list-style-type: none"> <li>▪ The Supplier shall report any additional damage to the Contracting Authority(s) within 4 working hours.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98%</b></li> </ul>
8	Vehicle Collection	<ul style="list-style-type: none"> <li>▪ The Supplier shall ensure the vehicle is collected from the Contracting Authority(s) within 2 working hours of the end of the hire period.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98%</b></li> </ul>
9	Replacement Vehicles	<ul style="list-style-type: none"> <li>▪ The Supplier will provide a replacement Vehicle when required within the timescales stated in Section 14 of this Schedule (Vehicle Hire Specification)</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98%</b></li> </ul>
10	Management Information	<ul style="list-style-type: none"> <li>▪ The Supplier is to submit full, accurate and complete MI reports to the Contracting Authority(s) within 7 days of the month end.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>100%</b></li> </ul>
11	Invoicing	<ul style="list-style-type: none"> <li>▪ The Supplier shall provide Contracting Authority(s) with accurate invoices each month</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>98% accuracy rate every month</b></li> </ul>

**Annex 3: Lot 1 Vehicle Types and Availability**

<b>Type</b>	<b>Group</b>	<b>Vehicle Category</b>	<b>Availability (Working Hours following order placement)</b>
Manual	A	Mini	3
	B	Economy	3
	C	Compact	3
	D	Intermediate	3
	E	Standard	3
	F	Fullsize	3
	G	Premium	3
	EV	Electric Car	4
Auto	Ca	Economy Hybrid	4
	H	Compact	3
	I	Intermediate	3
	J	Standard	3
	K	Fullsize	3
	L	Premium	3
	M	Luxury	3
Estate	O	Compact	3
	P	Intermediate	3
	Q	Compact (Auto)	3
	R	Intermediate (Auto)	3
MPV	S	Small - 7 Seat	4
	T	Large - 7 Seat	4
4x4	4S	Small	4

	4M	Medium	4
	4L	Large	4
Car Derived Van	CDV2	Car Derived Van	4
SWB/LWB VAN/4M VAN	V1	Small Panel Van	4
	V2	Medium Panel Van	4
	V3	Large Panel Van	4
	V4	4 Metre Vans	4
	V6	Luton Box Van with Tail Lift	4

**Annex 4: Lot 2 4 x 4 Vehicle Types and Availability.**

<b>Type</b>	<b>Group</b>	<b>Vehicle Category</b>	<b>Availability (Working Hours following order)</b>
<b>4x4 Utility* With ability to tow up to 3.5T</b>	4M	Medium	16
	4L	Large	16
	4S	4x4 Pickup	16
	4LC*	Station wagon 4 x4	16
	4LC*	4 x4 Double Cab Pickup	16

**Annex 5 : Lot 3: UK Minibus Hire . Vehicle Types and Availability**

Type	Group	Vehicle Category	SIPP	Example (for illustrative purposes only)	Vehicle Availability. (number of working hours after order placement)
<b>Mini Bus</b>	M1	9 Seater Minibus	IVAN	Renault Traffic,Vauxhall Vivaro or equivalent	8
	M2	15 Seater Minibus	FVAN	Ford Transit Minibus (15 seater) or equivalent	8
	M3	17 Seater Minibus	PVAN	Ford Transit Minibus (17 seater) or equivalent	8

**Annex 6 : Lot 4 : Heavy Goods Vehicles (HGVs) . Vehicle Types and Availability**

<b>Vehicle Category</b>	<b>Vehicle Availability ( number of working hours from vehicle order)</b>
17t Flatbed	8
17t Curtainsider	8
17t Curtainsider with Tail Lift	8
17t Box Van	8
17t Box Van with Tail Lift	8
17t Dropside 4x2	8
38t Tractor Unit	8
38t Tractor Unit with sleeper-cab	8
44t 6x2 Tractor Unit with sleeper-cab	8
48t 6x4 Tractor Unit with sleeper-cab	8
Tandem Axle 40ft Box Van Trailer	8
Tri Axle 40ft Box Van Trailer	8
Tandem Axle 40ft Curtainsider Trailer	8
Tri-Axle 40ft Curtainsider Trailer	8
Tandem Axle 40ft Flatbed Trailer with ISO Twistlocks	8
Tri Axle 40ft Flatbed Trailer with ISO Twistlocks	8
Tandem Axle 40ft Flatbed Trailer	8
Tri Axle 40ft Flatbed Trailer	8
3.5t Refrigerated Van	8
7.5t Refrigerated Box Van	8
7.5 Tonne GVW 4X2 chassis cab with Box Van Body	8
7.5 Tonne GVW 4X2 chassis cab with Dropside Body	8
7.5 Tonne GVW 4X2 chassis cab with Curtainsided Body	8

7.5 Tonne GVW 4X2 chassis cab with Box Van Body with Tail Lift	8
7.5 Tonne GVW 4X2 chassis cab with Dropside Body with Tail Lift	8
7.5 Tonne GVW 4X2 chassis cab with Curtainsided Body with Tail Lift	8

**Annex 7 : Lot 6 : International Car Hire . Vehicle Types and Availability**

<b><u>USA</u></b>					
<b>Type</b>	<b>Group</b>	<b>Category</b>	<b>SIPP</b>	<b>Example (for illustrative purposes only)</b>	<b>Vehicle Availability ( number of working hours after vehicle order)</b>
<b>Automatic</b>	<b>Ba</b>	Economy	ECAR	Chevrolet Spark,Kia Rio or equivalen	3
	<b>H</b>	Compact	CCAR	Ford Focus, Nissan Versa or equivalent	3
	<b>I</b>	Mid Size/Intermediate	ICAR	Chevrolet Cruze, Nissan Sentra or equivalent	3
	<b>J</b>	Standard	SCAR	Toyota Corolla,VW Jetta,Chrysler 200 or equivalent	3
	<b>K</b>	Fullsize	FCAR	Chevrolet Impala, Ford Fusion,VW Passat or equivalent	3
	<b>L</b>	Premium	PCAR	Audi A3, Volvo S60, BMW 228i	3
	<b>M</b>	Luxury	LXAR	Cadillac XTS	3
	<b>Ha</b>	Hybrid	FDAH	Toyota prius	3
<b>Minivan</b>	<b>S</b>	Standard 7 Seat	MVAR	Dodge Grand Caravan or equivalent	8

	<b>T</b>	Large - 8 - 15 Seat	FVMR	Ford E350 or equivalent	8
<b>4x4/SUV</b>	<b>4S</b>	Standard SUV	SFAR	Ford Edge or equivalent	8
	<b>4M</b>	Intermediate SUV	IFAR	Ford Escape or equivalent	8
	<b>4L</b>	Large SUV	FFAR	Chevrolet Tahoe or equivalent	8
	<b>4DT</b>	Premium SUV	PFAR	Chevrolet Suburban or equivalent	8
	<b>4DT</b>	4x4 Double Cab Pick Up	FQAR	Ford F150 or similar	8
<b>Vans</b>	<b>V3</b>	Cargo Van	K	Ford Transit 350 LWB, Dodge Sprinter ,Chevrolet Express or equivalent	4
	<b>V4</b>	4 Metre Vans	K	Iveco Daily, Mercedes Sprinter or equivalent	4
	<b>V6</b>	Luton Box Van with Tail Lift	K	Ford Transit Luton Tail Lift or equivalent	8

<b><u>GERMANY, NORWAY, SPAIN, FRANCE,</u></b>					
<b>Type</b>	<b>Group</b>	<b>Category</b>	<b>SIPP</b>	<b>Example (for illustrative purposes only)</b>	<b>Vehicle Availability ( number of working hours after vehicle order)</b>
<b>Manual</b>	A	Mini	MCMN	Peugeot 107 or equivalent	3
	B	Economy	ECMR	Opel/Vauxhall Corsa, VW Polo or equivalent	3
	C	Compact	CDMR	Citroen C4, Seat leon or equivalent	3
	Cl	Large Compact	CXMR	VW Golf or equivalent	3
	D	Intermediate	IDMR	VW Passat, Ford Mondeo or equivalent	3
	E	Standard	SDMR	Peugeot 407 or equivalent	3
	F	Fullsize	FDMR	Saab 9-3 or equivalent	3
	G	Premium	PDMR	Mercedes E280 or equivalent	3
	Lx	Luxury	LDMR	Audi A8 or equivalent	3
<b>Automatic</b>	Ba	Economy	ECAR	Opel/Vauxhall Corsa or equivalent	3
	H	Compact	CDAR	Citroen C4 or equivalent	3
	I	Intermediate	IDAR	VW Passat or equivalent	3
	J	Standard	SDAR	Peugeot 407 or equivalent	3
	K	Fullsize	FDAR	Saab 9-3 or equivalent	3
	L	Premium	PDAR	Mercedes E280 or equivalent	3
	M	Luxury	LDAR	Audi A8 or equivalent	3
<b>Estate</b>	O	Compact	CWMR	Ford Focus Turnier, Opel Astra or equivalent	4
	R	Intermediate	IWMR	VW Passat or equivalent	4
<b>MPV</b>	S	Small - 7 Seat	IVMR	VW Touran, Renault Scenic or equivalent	8

	T	Large - 7 Seat	FVMR	Ford Galaxy, Renault Espace or equivalent	8
<b>Mini Bus</b>	M1	9 Seater Minibus	IVAN	Renault Traffic or equivalent	8
	M2	15+ Seater Minibus	FVAN	Ford Transit Minibus 350 or equivalent	8
<b>4x4 / SUV</b>	4S	Small	SFWD	Land Rover Freelander or equivalent	8
	4M	Medium	IFWD	Land Rover Discovery or equivalent	8
	4L	Large	FFWD	Land Rover Range Rover or equivalent	8
	4D	4x4 Double Cab Pick Up	FQAR	Ford F150 or similar	8
<b>SWB / LWB VAN/4M VAN</b>	V1	Car based Van	CKMR	VW Caddy or equivalent	4
	V2	Medium Commercial Van (SWB)	SKMR	Ford Transit 280 SWB, Mercedes Vito Volkswagen Transporter or equivalent	4
	V3	Intermediate Panel Van (LWB)	IKMR	Ford Transit 350 LWB, Volkswagen LT35 or equivalent	4
	V4	4 Metre Vans	FKMR	Iveco Daily, Mercedes Sprinter or equivalent	4
	V6	Luton Box Van with Tail Lift	PKMR	Ford Transit Luton Tail Lift or equivalent	4
<b>4x4 Utility* (full off road capability)</b>	4MT*	Medium	IFND	Land Rover Defender 90 or equivalent	16
	4LT*	Large	FFND	Land Rover Defender 110 or equivalent	16

## **Annex 8 - Definition of the countries termed as Europe in RM1062 Vehicle Hire Services**

The following is the list of states that may constitute Europe for service purposes:

Albania  
Andorra  
Austria  
Belgium  
Bosnia and Herzegovina  
Bulgaria  
Croatia  
Cyprus (North and South)  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Germany  
Greece  
Hungary  
Ireland  
Italy  
Latvia  
Liechtenstein  
Lithuania  
Luxembourg  
Macedonia  
Malta

Moldova  
Monaco  
Montenegro  
Netherlands  
Norway  
Poland  
Portugal  
Romania  
San Marino  
Serbia  
Slovakia  
Slovenia  
Spain  
Sweden  
Switzerland  
UK  
Vatican City

The additional countries that you may wish to consider adding are:

Armenia  
Azerbaijan  
Belarus  
Georgia  
Iceland  
Kazakhstan  
Ukraine