

RM6268 Vehicle Lease, Fleet Management and Salary Sacrifice

Order Form

CALL-OFF REFERENCE: **1720: Fleet Management and Leases**

THE BUYER: NHS England on behalf of South, Central and West (SCW)
Commissioning Support Unit

BUYER ADDRESS Omega House, 112 Southampton Road, Eastleigh, SO50
5PB

THE SUPPLIER: Knowles Associates Total Fleet Management Ltd T/A
Knowles Fleet

SUPPLIER ADDRESS: Red Lion House, The Green, Great Bentley Colchester,
Essex, CO7 8QG

REGISTRATION NUMBER: 03185631

DUNS NUMBER: 458348943

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **XX date of last signature XX**.

It's issued under the Framework Contract with the reference number RM6268 for the provision of Fleet Management and Leases.

CALL-OFF LOT(S): Lot 3: Independent fleet management services

CALL-OFF INCORPORATED TERMS

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

1. This Order Form
2. Joint Schedule 1 (Definitions and Interpretation)

3. Joint Schedule 2 (Variation Form)
4. Joint Schedule 3 (Insurance Requirements)
5. Joint Schedule 6 (Key Subcontractors)
6. Call-Off Schedule 5 (Pricing Details)
7. Call-Off Schedule 20 (Call-Off Specification)
8. Framework Schedule 1 (Specification)
9. CCS Core Terms (version 3.0.11)
10. Joint Schedule 5 (Corporate Social Responsibility)
11. Call-Off Schedule 4 (Call-Off Tender Response)
12. Call Off Process

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

CALL-OFF SPECIAL TERMS

The Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract). For Lots 1, 2a, 2b and 3:

- Special Term 1. Core Terms Clause 3.1.2 does not apply to the Call-Off Contract;
- Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract;
- Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract;
- Special Term 4. Core Terms Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;
- Special Term 5. Core Terms Clause 10.2.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Special Term 6. Core Terms Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

CALL-OFF START DATE: **1 January 2025**

CALL-OFF EXPIRY DATE: **31 December 2025**

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION: 12 months (1 January - 31 December 2026)

CALL-OFF DELIVERABLES

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

SCW would also like Knowles Associates Total Fleet Management Ltd trading as Knowles Fleet to act on our behalf SCW to order vehicles, sign hire agreements, novate vehicles,

terminate vehicles and agree charges (as per the parameters detailed in Call-Off Schedule 5 'Pricing Details') with 3rd parties, then seek approval via email with the SCW Contract Manager before proceeding. The Call-Off Process appended to this contract will be used to communicate and approve requirements between parties. This authority will not be revoked without giving Knowles Fleet at least 30 days' prior written notice confirming when such revocation shall take effect.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £333,326.36.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details). To ensure value for money, SCW will not agree any leases more than 10% of the lease pricing at Appendix 1.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

- All invoices will be paid by NHS South, Central and West CSU.
- Invoices will be paid via BACS.
- Invoices should include the purchase order number, the invoice address below, what the charges are for, and the period or date the charges refer to.
- The payment profile for this Contract shall be quarterly in arrears, but annual or monthly is acceptable if preferred by the supplier, but invoices do have to be paid in arrears.

BUYER'S INVOICE ADDRESS:

NHS South, Central and West CSU, 0DF Payables M425, PO BOX 312, Leeds, LS11 1HP

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED] Head of Service Delivery, SCW, [REDACTED] - [REDACTED]

BUYER'S ENVIRONMENTAL POLICY

<https://scwcsu.nhs.uk/about/sustainability/green-plan>

BUYER'S SECURITY POLICY

<https://scwcsu.nhs.uk/services/cyber-security>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED] Commercial Director, [REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED] Commercial & Specialist Vehicle Team Leader, [REDACTED]

KEY STAFF

[REDACTED] Managing Director, [REDACTED]

KEY SUBCONTRACTOR(S) - N/A

PROGRESS REPORT FREQUENCY
See details in Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETING FREQUENCY
See details in Call-Off Schedule 20 (Call-Off Specification)

COMMERCIALLY SENSITIVE INFORMATION - N/A

SERVICE CREDITS - N/A

ADDITIONAL INSURANCES - N/A

GUARANTEE - N/A

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Commercial Director	Role:	Managing Director
Date:	20/12/2024	Date:	23/12/24

Joint Schedule 1 (Definitions and Interpretation)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall

be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to **“Buyer”** shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to **“Call-Off Contract”** and **“Contract”** shall be construed as including Exempt Call-off Contracts.

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

“Accounting Reference Date”	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Annex”	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	The relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;

	<ul style="list-style-type: none"> e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;

"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;

"Contract Period"	<p>the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:</p> <p>a) applicable Start Date; or</p> <p>b) the Effective Date</p> <p>up to and including the applicable End Date;</p>
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p>

	<p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overheads;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	<p>i. the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy;</p> <p>ii. all applicable Law about the Processing of Personal Data and privacy;</p>
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection

	with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under

	vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employee User(s)"	an employee who has a contractual agreement with their employer (the Buyer) for a contract hire vehicle from the Buyer's Salary Sacrifice Car Scheme, or any other eligible scheme, under this Framework Agreement
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i. in the first Contract Year, the Estimated Year 1 Charges; or ii. in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; iii. the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is:

	<p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
“Exempt Call-off Contract”	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
“Exempt Procurement Amendments”	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
“Financial Reports”	<p>a report by the Supplier to the Buyer that:</p> <p>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>d) is certified by the Supplier’s Chief Financial Officer or Director of Finance;</p>

"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;

"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Gold Contract"	a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>a) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"HM Government"	Her Majesty's Government;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;

"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:

	<ul style="list-style-type: none"> <ul style="list-style-type: none"> i. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or ii. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days; e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> i. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; ii. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; iii. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or iv. (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
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"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISO"	International Organization for Standardization;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p>

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;

	<ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; v) Overheads; vi) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; vii) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; viii) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; ix) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and x) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined

	in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Rating Agency"	as defined in the Framework Award Form or the Order Form, as the context requires;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); <p>any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's</p>

	<p>attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"RTI"	Real Time Information;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is

	used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	a) the date of a Service Transfer;
"Sites"	b) any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> I. the Deliverables are (or are to be) provided; or II. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;

"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;

"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p>

	<p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>e) in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>(ii) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland
"Variation"	any change to a Contract;

"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract) please note that additionally 'licence removal confirmation' document included as Appendix 1 will also need to be completed each time there is a variation required

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">• [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

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

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

13. The insurance you need to have

The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
2. the Call-Off Contract Effective Date in respect of the Additional Insurances.

The Insurances shall be:

3. maintained in accordance with Good Industry Practice;
4. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
5. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
6. maintained for at least six (6) years after the End Date.

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

14. How to manage the insurance

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

7. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
8. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
9. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

15. What happens if you aren't insured

The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable

premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

16. Evidence of insurance you must provide

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

17. Making sure you are insured to the required amount

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

18. Cancelled Insurance

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

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

19. Insurance claims

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

Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by

way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.

1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

1.3.3 the proposed Key Subcontractor employs unfit persons.

1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;

1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub Contract has been agreed on "arm's length" terms;

1.4.4 for CCS, the Key Sub Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

1.4.5 for the Buyer, the Key Sub Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

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

1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub Contract; and

1.5.2 any further information reasonably requested by CCS and/or the Buyer.

1.6 The Supplier shall ensure that each new or replacement Key Sub Contract shall include:

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub Contract as if it were the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub Contract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

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

Call-Off Schedule 5 (Pricing Details)

The Supplier has provided the following price structure exclusive of VAT expenses. The financial model is to be based on Fixed Price/Call Off arrangement.

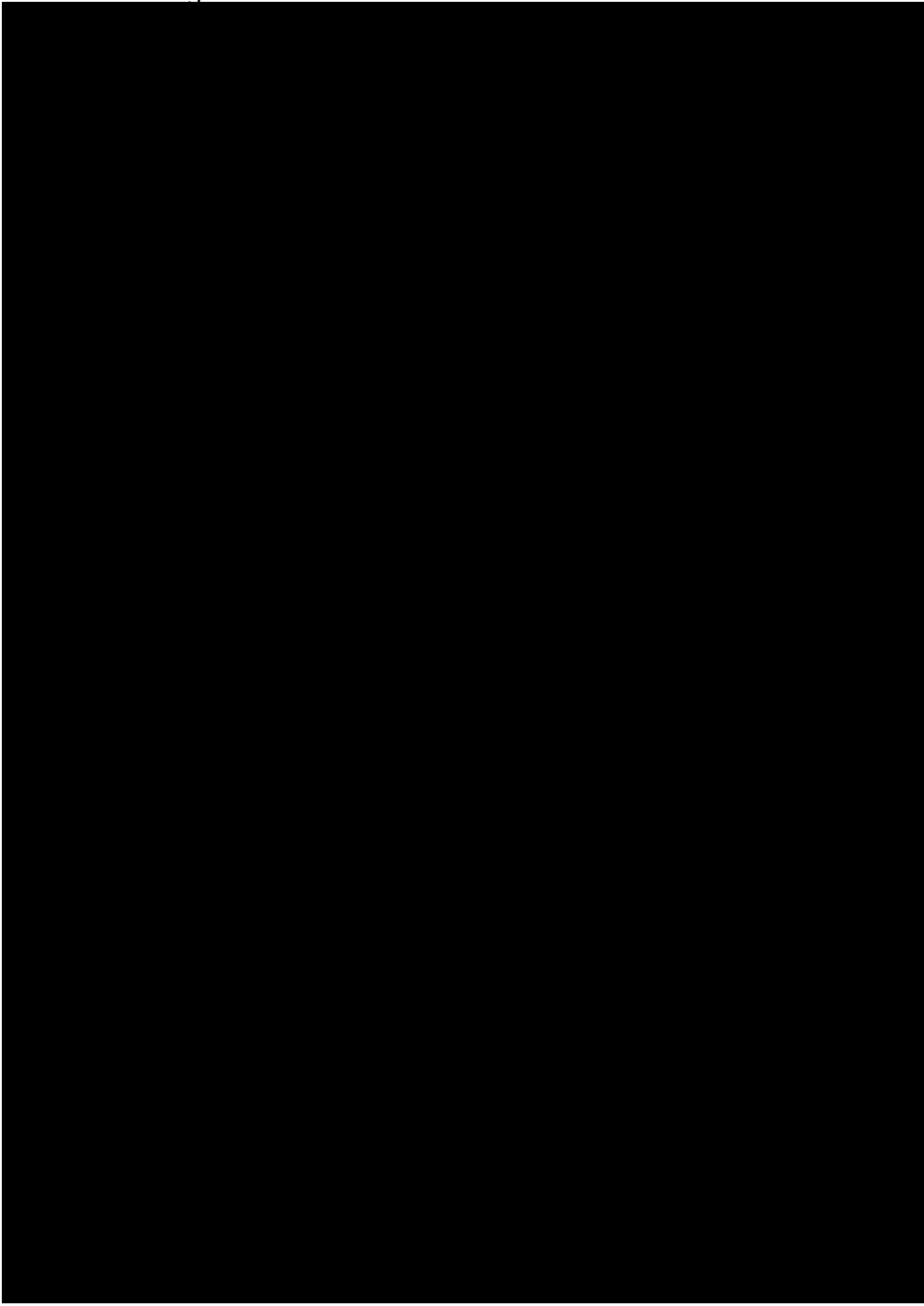
The total maximum contract value is £333,326.36 excl VAT. This contract does not guarantee a minimum level of spend as services will be charged for vehicles as and when they are used.

Management fee will be fixed for the duration of the agreement, regardless of what vehicle is sourced. There will be no other direct charges with Knowles Fleet in the delivery of this contract.

Leases costs will be variable and subject to prices negotiated by Knowles Fleet acting as the agent on behalf of SCW. SCW will only be able to accept leases than are within a maximum 10% radius of the lease prices provided within the below financial template which are to be used as a benchmark.

Lease novations, new vehicle leases and hire requests will be made by the SCW Head of Service Delivery / Contract Manager. Knowles Fleet are instructed to source and negotiate charges on behalf of SCW however will require email approval from the SCW Head of Service Delivery/Contract Manager before any formal decisions or commitments are made. Following this approval, Knowles Fleet will have the authority to order vehicles, sign hire agreement, novate vehicles, terminate vehicles on behalf of SCW. This authority will not be revoked without giving Knowles Fleet at least 30 days' prior written

notice confirming when such revocation shall take effect.



Call-Off Schedule 20 (Call-Off Specification)

SCW and its partner CSUs require a sole fleet management delivery supplier to:

1. Confidently and efficiently manage a large fleet of vehicles on a day-to-day basis.
2. Accept and manage current vehicle leases (approx. 38) that will be novated to this contract, without a break in provision / disruption to the driver. This will include managing leases that have expired (approx.

13) and those that are due to expire (approx. 25). Further details will be shared with the winning supplier at contract award. These vehicles include:

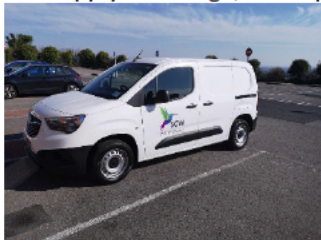
- a. Vauxhall Combo Cargo van
- b. Citroën Berlingo van
- c. Peugeot e-Partner van
- d. VW Polo hatchback
- e. VW Transporter van

3. Manage the ordering and renewal of fleet vehicles to a maximum of 45 vehicles (including historic leases that will be novated) over the contract period via 'call-off' / 'as-and-when-if-needed' arrangement. Therefore, this contract does not guarantee a minimum level of spend as services will be charged as and when used.
4. Provide short term vehicle hire and longer leases.
5. Provide 3 different van profiles (as below) - small, medium and large. Any number of each vehicle could be ordered as well as each type of vehicle being made available in either diesel or electric variants.

Profile	Vehicle make / model	Estimated annual mileage per van
Small	Renault Kangoo L1 - ML19 Blue dCi 95 Advance [Safety] Van or similar (white)	25,000*
Medium	Ford Transit Custom 280 L1 Diesel FWD - 2.0 EcoBlue 110ps H1 Van Trend or similar (white)	26,600*
Large	Volkswagon Crafter CR35 MWB Diesel FWD - 2.0 TDI 140PS Commerce Business High Roof Van or similar (white)	25,000*

**to be incorporated into lease cost*

All vehicles are to have:

Fuel type: diesel and electric variants to be available
Service, Maintenance and Repair (SMR) as defined in the overarching Crown Commercial Services (CCS) RM6268 Framework Specification (embedded below for reference)
24-hour Breakdown, Roadside Assistance and Recovery Services as defined in the overarching CCS RM6268 Framework Specification
Bluetooth and Satnav built in
Ply-lining to be built in
Bespoke SCW organisation signage on both driver & passenger doors (as per illustration below). SCW can supply the image, but supplier is responsible for making / printing and adding to the vehicle.

Delivery as defined in the overarching CCS RM6268 Framework Specification



1720 - RM6268
Framework Specificat

6. Notifying the SCW points of contact of:
 - a. Fines, recalls, issues or penalties issues

- b. Service and MOT reminders (monthly)
 - c. Leases that are due to expire
 - d. Vehicle supply updates / issues
 - e. Cost variations (to be agreed in advance) due to vehicle supply issues or variants not being available
- 7. Currently the CSUs have their own vehicle insurance policies for lease vehicles but may need the supplier to provide vehicle insurance at some point in the contract term for some vehicles (and this is to be agreed between the supplier and the SCW Contract Manager via email).
- 8. Currently vehicle tracking devices do not need to be provided by the supplier, but this may need to be provided by the supplier at some point in the contract for some vehicles (and this is to be agreed between the supplier and the SCW Contract Manager via email).
- 9. SCW may require the supplier to sign lease agreements on its behalf, and this will be confirmed with the winning supplier at contract award.

Outcomes

- 1. To manage on behalf of SCW the fleet of lease vans as above.
- 2. Ensure timely notification of issues, fines, renewals, recalls, servicing or MOTs in line with the vehicle lease.
- 3. Liaison between lease companies and SCW contacts.

Monitoring and Reporting

- 1. Monthly status (services and MOTs due).
- 2. Monthly reporting showing current vehicles in contract and any that have been removed or replaced.
- 3. Quarterly financial true-ups (spend against PO).

Service Level Agreement (SLA)

- 1. SCW require a dedicated account manager to be identified ahead of the contract starting to act as a direct contact with the SCW Head of Service for any queries relating to the contract including pricing, additional vehicles, short term hires and any other account management issues.
- 2. SCW require the service to be available Monday to Friday, 09.00 – 17.00 excl. Bank Holidays.

Contract Structure

SCW is the sole Contracting Authority, purchase order raiser and payer of all supplier invoices, with other CSUs being recharged by SCW.

Contract Manager

SCW Head of Service Delivery (who may delegate responsibility for certain tasks to other key contacts).

Delivery Address

Various locations across the UK, with delivery locations and times to be agreed.

Budget

Maximum contract value - £333,326.36 excl. VAT / £399,991.63 incl. VAT. Invoices will be paid quarterly in arrears and should include the vehicle registration, invoice period and purchase order number.

Call-off Process

Lease novations, new vehicle leases and hire requests will be made by the SCW Head of Service Delivery / Contract Manager with the winning supplier via email and agreed with the supplier via email.

Clarification question log

No.	Question	Answer
1	Are vans currently leased in the name of the CSU and do you have an external fleet management company?	Currently not all vehicles are leased in the CSU name and there are multiple CSUs and external fleet management companies involved.
2	Do you require relief vehicles if a van was to be off the road, or will you pay for this via a short-term hire referred to in the bid?	If a vehicle was off the road for a longer than 2 working days, a courtesy vehicle would be needed.
3	Is annual or monthly billing an acceptable alternative to quarterly?	Annual, quarterly or monthly billing is acceptable, but invoices do have to be paid in arrears.
4	Ref invitation to tender 4.3, we can guarantee our fleet management pricing however lease pricing accessed from lot 1 of framework is valid for 30 days and subject to there being no changes made by the manufacturer to either list price or discount for the vehicle. We therefore cannot guarantee this element of the pricing. Please can you advise if this is acceptable?	Please use the '1720 (2nd issue) -Financial Template V2' to provide the current monthly lease cost for each vehicle based on a 3 year lease term, excess mileage cost, and any other costs including the annual management costs, these will be used for evaluation purposes but only the 'other costs including the annual management costs' will be contractual. Therefore, individual lease costs will be agreed between the winning supplier and the SCW Contract Manager as and when they are arranged. The lease pricing shared as part of the tender will be added to the contract as a benchmark.
5	Is it acceptable for the independent fleet management provider to also provide the maintenance of any leased vehicles rather than the leasing company?	We would be happy with this approach as long as the lease company is happy with it and it does not void any warranties from the manufacturer.
6	<p>Please can you advise if our price needs to include all the mandatory deliverables detailed in Document 3 embedded in the Invitation to Tender:</p> <p>4.1. Supply of Fleet Management Services 4.2. Vehicle Sourcing and Acquisition 4.3. Delivery of Vehicles 4.4. Vehicle Off-hiring 4.5. Service, Maintenance and Repair (SMR) – SMR included in the Lease 4.6. Service, Maintenance and Repair (SMR) – SMR not included in the Lease 4.7. Service, Maintenance and Repair (SMR) – SMR required for Buyer's owned fleet 4.8. Breakdown, Roadside Assistance and Recovery Services 4.9. Downtime Management 4.10. Vehicle Movement and Distribution 4.11. Vehicle Disposal and Decommissioning 4.12. Condition and Damage 4.13. Accident and Claims Management 4.14. Insurance Management 4.15. Vehicle Theft 4.16. Fines, Penalties and Charges 4.17. Fuel Card Management</p>	<p>A "single" lease cost should encompass all of these elements that are applicable to the lease. If any are not included for example insurance cost which may include elements 4.13,4.14 & 4.15 then that should be made clear.</p> <p>The fleet management cost should cover off some of these elements.</p>

	<p>4.18. Fleet Management System 4.19. Duty of Care and Risk Management 4.20. Managing the Buyers Account</p> <p>If this is the case please can you provide more information on your requirements (scope and volume) for '4.19 - Duty of Care and Risk Management'?</p>	
7	Please can you clarify if you are looking for the commitment to the lease on vehicles to be 12 months or is this in relation to fleet management services only?	Vehicle lease length should be the standard 3 years – the current requirement for the fleet management services is for 1 year and then leases would novate at the end of that period.
8	Are SCW staff permitted to use vehicles for personal use?	No, no personal use is permitted.
9	Please can you confirm the novation of the contract you reference is in respect of the fleet management and the lease for the vehicles will remain with SCW/Partner CSU's c/o the successful fleet management company?	That is correct.
10	Please confirm if monthly in arrears means invoices can be raised on the monthly anniversary/delivery date with payment terms of 30 days?	Correct.

Framework Schedule 1 (Specification)

Important information on how to read and use Framework Schedule 1 (Specification)

1 Framework Deliverables

Schedule 1 (Specification) sets out the characteristics of the Deliverables that the Supplier will be required to make available to all Buyers under this Framework Contract.

A. For all Lots and Deliverables

- The Supplier must only provide the Deliverables for the Lot that they have been appointed to.
- The Supplier must help Buyers comply with any specific applicable Standards of the Buyer.
- The Deliverables (including any Standards) set out in this Schedule may be refined (to the extent permitted and set out in Framework Schedule 7 (Call-Off Award Procedure)) by a Buyer during a Further Competition Procedure, to reflect the Deliverables requirement of a particular Call-Off Contract.

B. For All Lots and Deliverables

This Schedule incorporates

- the terms set out by CCS for the execution of procurement by the Supplier under this Framework Contract.

C. For Lots 1, 2a, 2b and 3 only

Buyers and suppliers should thoroughly review Call Off Schedule 22 (Lease terms) which is specific to the contract hire of an individual vehicle under Lots 1, 2a, 2b and 3 of this agreement.

2 Modifications to the Core Terms

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

A. For Lots 1, 2a, 2b and 3

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;
- Clause 10.2.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

B. For Lot 4 only

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;

- Clause 10.1.2 does not apply to the Employee User extending the Lease Period of any Equipment;
- Clause 10.2.2 does not apply to the Employee User terminating the hire of any Equipment; and
- Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount defined as part of the terms of the Call-Off Contract.

Contents

Section 1 **Scope of the Framework Contract**

Section 2 **Lot Structure**

- Lot 1 (Lease of vehicles up to 3.5 tonnes)
- Lot 2a (Lease of specialist, commercial and municipal vehicles up to but not including 7.5 tonnes)
- Lot 2b (Lease of specialist, commercial and municipal vehicles 7.5 tonnes and over)
- Lot 3 (Independent fleet management services); and
- Lot 4 (Salary sacrifice car schemes)

Section 3 **Deliverables for Lot 1 and Lots 2a and 2b**

Mandatory Deliverables

- 3.1. **Supply of vehicle leasing services**
- 3.2. **Order and supply of vehicles**
 - Vehicle Sourcing
 - Vehicle Funding
 - Payment Profiles
 - Vehicle Quotations
 - Fleet Portal
 - Vehicle Orders
 - Delivery of Vehicles
 - Converted or Modified Vehicles
- 3.3. **Service, Maintenance and Repair (SMR) - SMR included with the Lease**
 - Breakdown, Roadside Assistance and Recovery Services
 - Vehicle Downtime
- 3.4. **Service, Maintenance and Repair (SMR) - SMR not included in the Lease**
- 3.5. **MOT Management**
- 3.6. **Condition and Damage**
- 3.7. **Vehicle Decommissioning**
- 3.8. **Managing the Buyer's Account**
 - Contract Management
 - Fines, Penalties and Charges
 - Management Information

- Data Management

Desirable Deliverables

- 3.9. **Fleet Management Services**
- 3.10. **Sale and Leaseback, Other Funding Methods and Payment Profiles**
- 3.11. **Supplementary Vehicle Rental Solutions**
- 3.12. **Salary Sacrifice Car Schemes (Lot 1 only)**
- 3.13. **Alternative Schemes**
- 3.14. **Management of private user schemes (Lot 1 only)**
- 3.15. **Enhanced Security**
- 3.16. **Fleet Optimisation**
- 3.17. **Fuel Card Management**
- 3.18. **Telematics**
- 3.19. **Electric Vehicle Charging and Supplementary Services**
- 3.20. **Supply and/or Use of Leased Vehicles outside of the UK**
- 3.21. **Data hosting**
- 3.22. **Gain Share**
- 3.23. **Mobility as a Service (MaaS)**
- 3.24. **Consolidated Invoicing**

Section 4 **Deliverables for Lot 3 – Independent Fleet Management Services**

Mandatory Deliverables

- 4.1. **Supply of Fleet Management Services**
- 4.2. **Vehicle Sourcing and Acquisition**
 - Vehicle Orders
- 4.3. **Delivery of Vehicles**
- 4.4. **Vehicle Off-hiring**
- 4.5. **Service, Maintenance and Repair (SMR) – SMR included in the Lease**
 - Warranty and Post-Warranty Repairs
 - Courtesy Vehicles
 - Relief Vehicles
 - Tyres
 - MOT Management
- 4.6. **Service, Maintenance and Repair (SMR) – SMR not included in the Lease**
- 4.7. **Service, Maintenance and Repair (SMR) – SMR required for the Buyer's owned fleet**
- 4.8. **Breakdown, Roadside Assistance and Recovery Services**

- 4.9. **Downtime Management**
- 4.10. **Vehicle Movement and Distribution**
- 4.11. **Vehicle Disposal and Decommissioning**
- 4.12. **Condition and Damage**
- 4.13. **Accident and Claims Management**
- 4.14. **Insurance Management**
- 4.15. **Vehicle Theft**
- 4.16. **Fines, Penalties and Charges**
- 4.17. **Fuel Card Management**
- 4.18. **Fleet Management System**
- 4.19. **Duty of Care and Risk Management**
 - Risk Management Strategy
 - Driver Licence Checks
 - Driver Training
 - Grey Fleet Management
- 4.20. **Managing the Buyers Account**
 - Contract Management
 - Management Information
 - Benchmarking
 - Implementation and Transition of Services
 - Data Management

Desirable Deliverables

- 4.21. **Salary Sacrifice Car Schemes**
- 4.22. **Alternative Schemes**
- 4.23. **Fleet Optimisation and Continuous Improvement**
- 4.24. **Enhanced Security**
- 4.25. **Private User Schemes**
- 4.26. **Sale and Leaseback**
- 4.27. **Data hosting**
- 4.28. **Telematics**
- 4.29. **Electric Vehicle Charging and Supplementary Services**
- 4.30. **Gain Share**
- 4.31. **Mobility as a Service (MaaS)**
- 4.32. **Consolidated Invoicing**

Section 5 Deliverables for Lot 4 – Salary Sacrifice Car Schemes

Mandatory Deliverables

- 5.1. Provision of Salary Sacrifice Car Schemes**
- 5.2. Web Based Portal**
 - Features and Functionality
 - Implementation, maintenance and Upgrades
 - Vehicle Quotations
 - Data Management
- 5.3. Vehicle Sourcing**
- 5.4. Vehicle Orders**
- 5.5. Delivery of Vehicles**
- 5.6. Vehicle Insurance**
- 5.7. Service, Maintenance and Repair**
- 5.8. Condition and Damage**
- 5.9. Managing the Buyer's Account**
 - Contract Management
 - Fines, Penalties and Charges
 - Risk Mitigation Solutions
 - Management Information
 - Salary Sacrifice Reductions, Deductions and Payroll
 - Marketing and Promotion of Salary Sacrifice and individual Schemes

Desirable Deliverables

- 5.10. Alternative Schemes**
- 5.11. Learner drivers**
- 5.12. Electric Vehicle Charging and Supplementary Services**
- 5.13. Novation**
- 5.14. Data hosting**
- 5.15. Pre-Contract Vehicles**
- 5.16. Purchase of Salary Sacrifice Vehicle by the employee**
- 5.17. Employment termination by the employee**
- 5.18. Customer Administrator Web Portal Access**

Section 6 Legislative and Policy Requirements for All Lots

Mandatory Deliverables

- 6.1. Legislative Requirements**
- 6.2. Government Buying Standards**

- 6.3. **General Policy Requirements**
- 6.4. **Carbon Reduction Plans**
- 6.5. **Sustainability**
- 6.6. **Social Value and Community Benefits**
- 6.7. **Delivering Social Value as part of the Framework Award**
 - Driving for Better Business
- 6.8. **Delivering Social Value as part of the Call-Off**

1 Scope of the Framework Contract

- 1.1 The scope of the Framework Contract covers the United Kingdom of Great Britain and Northern Ireland.
- 1.2 Suppliers appointed to the Framework Contract will be responsible for the provision of
 - a) lease vehicles to Buyers, including the option to provide vehicle service maintenance and repair and other associated services; and/or
 - b) fleet management services, including the management, sourcing and supply of passenger motor cars, light commercial and commercial vehicles; and/or
 - c) the provision of salary sacrifice car schemes, which may support Buyers to meet their obligations under the Government's Road to Zero policy.
- 1.3 The list published in section VI.3 of the contract notice provides the Crown Bodies and other Buyers who will be able to access the Deliverables pursuant to this Framework Contract.
- 1.4 The Supplier will be required to provide Services in relation to the supply of Deliverables including but not limited to:
 - taking orders for the Deliverables from Buyers in respect of the relevant Lot;
 - ensuring vehicles are delivered in accordance with customer requirements
 - adherence to RM6268 Framework Standard Charges
 - adherence to individual customer call off contract charging structures
 - provision of Service, Maintenance and Repair when requested by the Buyer
 - billing, invoice and Management Information reporting requirements
 - providing a dedicated account manager to manage the relationship between CCS and the Supplier under the Framework Contract, to resolve any issues arising from this Framework Contract and to implement any improvements / innovations during the Framework Period
 - provision of an appropriately resourced support function to deal with Buyer Call-Off contract queries and issues, and requests for information to support Buyer decision making
 - supporting customer procurement activity including but not limited to pre-market engagement and subsequent further competitions

- 1.5 Buyers (or their nominated agents or Requesting Bodies) are responsible for the management of their individual Call-Off Contract pursuant to this Framework Contract.

2 Lot Structure

- 2.1 The Framework Contract consists of four (4) Lots, and two (2) sub-lots. The table in paragraph 2.2 below details the types of services available under each Lot. The Deliverables available under each Lot are described separately in each section of this Framework Schedule 1 (Specification).
- 2.2 A summary of the Lot structure is set out in the table below:

Lot	Description of service
Lot 1	<p>Lease of vehicles up to 3.5 tonnes</p> <p>Suppliers on this lot will provide the lease of standard build and converted passenger and light commercial vehicles up to 3.5 tonnes including related lease management services and other associated services.</p> <p>Suppliers will provide leased vehicles for a fixed term as specified by individual Buyers.</p> <p>Suppliers on this lot may choose to provide fleet management services (not mandatory).</p>
Lot 2a	<p>Lease of specialist, commercial and municipal vehicles up to but not including 7.5 tonnes</p> <p>Suppliers on this lot will provide the lease of standard build and converted commercial vehicles up to but not including 7.5 tonnes including related lease management services and other associated services.</p> <p>Suppliers will provide leased vehicles for a fixed term as specified by individual Buyers.</p> <p>Suppliers on this lot may choose to provide fleet management services (not mandatory).</p>
Lot 2b	<p>Lease of specialist, commercial and municipal vehicles 7.5 tonnes and above</p> <p>Suppliers on this lot will provide the lease of standard build and converted commercial vehicles 7.5 tonnes and above including related lease management services and other associated services.</p> <p>Suppliers will provide leased vehicles for a fixed term as specified by individual Buyers.</p> <p>Suppliers on this lot may choose to provide fleet management services (not mandatory).</p>

Lot 3	<p>Independent fleet management services</p> <p>Suppliers on this Lot will provide independent fleet management services for passenger and commercial vehicles including, but not limited to, the sourcing of purchased vehicles from the Purchase of Standard and Specialist Vehicles framework (RM6244) or any subsequent commercial arrangement provided by Crown Commercial Service and leased vehicles from Lots 1, 2a and 2b of this agreement. Suppliers are not permitted to fund vehicles themselves.</p> <p>Suppliers will offer:</p> <ul style="list-style-type: none"> i) a managed service to the Buyer, with sole responsibility for providing Fleet Management services for the Buyer's fleet. Suppliers will provide vehicles on contract hire (or other funding arrangements) ii) a fully inclusive, end to end fleet management service which is not connected to a leasing contract.
Lot 4	<p>Salary Sacrifice Car Schemes</p> <p>Suppliers on this Lot will provide salary sacrifice car schemes that are tailored to meet the Buyer's organisational needs. This may include promoting the uptake of ultra-low and zero emission vehicles to eligible employees.</p> <p>Suppliers will implement, manage and market the Buyer's scheme and support the Buyer to meet their organisational policy and environmental commitments, which may support the Buyer to meet their obligations under the Government's Road to Zero targets when required.</p>

3 Deliverables for Lot 1 and Lots 2a and 2b

A summary of the scope of Lot 1 and Lots 2a and 2b is outlined in paragraph 2.2. The Mandatory Deliverables that fall within the scope of Lots 1 and Lots 2a and 2b are described below in sections 3.1 to 3.8 and the Desirable Deliverables are described in sections 3.9 to 3.23.

Mandatory Deliverables

3.1 Supply of vehicle leasing services

- 3.1.1 In consideration of the payment of the Lease Payments, the Supplier will hire the vehicle to the Buyer in a timely manner and in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Order.
- 3.1.2 The Supplier will support the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure)).
- 3.1.3 Each Order is subject to and incorporates the Lease Terms in Schedule 22. No other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

- 3.1.4 The Supplier agrees that any other terms or conditions contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract, or which are elsewhere implied by custom, practice or course of dealing, do not apply.

3.2 Order and supply of vehicles

3.2.1 Vehicle Sourcing

3.2.1.1 The Supplier acknowledges and agrees that they will act as a Requesting Body¹ for eligible Buyers in order to source vehicles from the RM6244 Purchase of Standard and Specialist Vehicles framework or any subsequent commercial arrangement provided by Crown Commercial Service.

3.2.1.2 When acting as a Requesting Body on behalf of a Buyer, the Supplier shall ensure that any discount realised by sourcing vehicles through the RM6244 vehicle Purchase framework is built into the lease cost and the benefit passed in full to the Buyer. The Supplier acknowledges and agrees to provide evidence to the Buyer and/or CCS if requested.

3.2.2 Vehicle Funding

3.2.2.1 The Supplier shall provide Contract Hire with or without maintenance as the principal funding mechanism for vehicles.

3.2.3 Payment Profiles

3.2.3.1 The Supplier shall provide lease prices using the following payment profiles:

- Annual in advance;
- Quarterly in advance;
- Monthly in advance.

3.2.3.2 When requested by the Buyer, the Supplier shall provide the following payment profiles for Lot 1:

- Quarterly in arrears;
- Monthly in arrears;
- any other payment profile that is specific to the Buyer's needs.

3.2.4 Vehicle Quotations

3.2.4.1 The Supplier shall provide the Buyer with a quotation including, but not limited to, the following information:

- quotation reference number;
- invoice amount excluding VAT against payment profile;
- vehicle make, model and derivative;

¹ Defined Terms - Joint Schedule 1 (Definitions)

- vehicle options included;
- Lease Period;
- annual lease mileage;
- excess mileage rate;
- annual SMR cost (if included);
- vehicle residual value excluding VAT;
- finance rate applied;
- quotation expiry date.

3.2.4.2 The Supplier shall ensure that all quotations generated by the Supplier for Buyers remain valid for 30 days, subject to manufacturer price increases, unless otherwise advised to the Buyer.

3.2.4.3 The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer.

3.2.4.4 The Supplier shall ensure that quotations can be provided by any method reasonably requested by the Buyer.

3.2.4.5 The Supplier shall provide open book quotations when requested by the Buyer.

3.2.5 Fleet Portal

3.2.5.1 For Lot 1 only, the Supplier shall integrate with the CCS Fleet Portal, by framework launch date of 16 May 2023, in order to provide quotations for standard vehicles and factory fit options, as set out in Framework Schedule 4 (Framework Management). Supplier obligations include, but are not limited to:

- providing live vehicle quotations for standard specification vehicles including factory fit options within the scope of Lot 1 via the CCS dedicated vehicle web portal ("Fleet Portal") utilising Web Service technology.
<https://fleetportal.crowncommercial.gov.uk>
- ensuring that its systems are configured to receive and transmit vehicle quotation information securely in XML format
- ability to link to CAPid vehicle and options data either by directly subscribing or to a data source that enables the cross referencing to CAPid vehicle and options data
- utilising vehicle identification data on the CAP1 code
- ensuring that the vehicle quotations provided are accurate

3.2.5.2 If at any point the lease car website (Fleet Portal) is updated or replaced, (whether by enhancement, replacement system or other alternative arrangement), the Supplier shall assist CCS by complying with the new arrangements once they are agreed and introduced.

3.2.6 Vehicle Orders

- 3.2.6.1 For the avoidance of doubt, each vehicle order survives the expiration or termination of the Framework Contract.
- 3.2.6.2 The Supplier shall ensure that it has a process in place for receiving, checking, amending and confirming orders.
- 3.2.6.3 The Supplier shall provide updates on the progress of the order at a frequency agreed with the Buyer when the order is placed.
- 3.2.6.4 The Supplier shall ensure that any additional costs that have been identified, due to an order amendment will be communicated to the Buyer.
- 3.2.6.5 The Supplier shall ensure that all vehicles are brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.
- 3.2.6.6 The Supplier shall provide vehicles which meet the full specification and fuel type specified by the Buyer.
- 3.2.6.7 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Buyer.
- 3.2.6.8 The Supplier shall liaise with the Buyer's fleet management or salary sacrifice provider, managing agent and any other legacy fleet supplier where required, in order to coordinate and update vehicle deliveries or any other relevant fleet activity.
- 3.2.6.9 For vehicles procured under Lots 2a and 2b of this Framework Contract only, the Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, and shall be included in the owner's manual.
- 3.2.6.10 The Supplier shall make available the option for a temporary pre-contract vehicle to be provided pending delivery of their ordered vehicle when requested by the Buyer and agreed as part of the Call-Off Contract.

3.2.7 Delivery of Vehicles

- 3.2.7.1 The Supplier shall deliver vehicles to any address within the UK, as specified in the Order.
- 3.2.7.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.
- 3.2.7.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
- 3.2.7.4 When requested by the Buyer, the Supplier shall provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date, including any additional information that the Buyer may reasonably require.
- 3.2.7.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Contract.
- 3.2.7.6 The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:

- vehicle handbook or equivalent;
- two sets of keys;
- service log book or access to an equivalent electronic mechanism;
- driver information pack including, but not limited to, the driver support services contact number as outlined in 3.3.18; and
- safety pack including, but not limited to, a warning triangle and high visibility jacket

3.2.7.7 The Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified or agreed with the Buyer) with:

- no more than 100 miles on the odometer;
- sufficient fuel or battery charge for electric vehicles to travel 40 miles
- the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
- without defects

3.2.7.8 The Supplier shall ensure that a handover is provided for all vehicles, which shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a hard or electronic copy of the delivery sheet to the Buyer.

3.2.8 Converted or Modified Vehicles

3.2.8.1 The Supplier acknowledges and agrees that the Buyer may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Buyer. Where the Buyer requires such conversions, the Supplier shall procure the required conversion works from the RM6244 Purchase of Standard and Specialist Vehicle framework, a vehicle manufacturer, a subcontractor or the Supplier's own supply chain.

3.2.8.2 The Supplier shall ensure that any converted or modified vehicle meets all legislative requirements prior to delivery to the Buyer, including but not limited to, Type Approval and Certificate of Initial Fitness (COIF) as applicable.

3.2.8.3 The Supplier acknowledges and agrees that repairs or replacements to converted or modified elements of a vehicle will be agreed with the Buyer at call off

3.2.8.4 The Supplier shall ensure that any exclusions to paragraph 3.2.8.2 are clearly

identified to the Buyer at the point the Call-Off Contract is entered into.

3.3 Service, Maintenance and Repair (SMR) - SMR included with the Lease

- 3.3.1 The Supplier shall provide a vehicle with SMR included when requested by the Buyer.
- 3.3.2 The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
- 3.3.3 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Buyer.
- 3.3.4 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations in relation to the Buyer's requirements to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.
- 3.3.5 The Supplier shall use a network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.
- 3.3.6 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Buyer.
- 3.3.7 The Supplier shall investigate any maintenance, repair or related invoice that is not to the Buyer's satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 3.3.8 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Buyer.
- 3.3.9 The Supplier shall notify the Buyer in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle, in accordance with Clause 8.4 of Framework Schedule 22 (Lease Terms).
- 3.3.10 The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Buyer and/or driver.
- 3.3.11 The Supplier shall replace tyres once the tread has reached a minimum of 2 mm unless otherwise agreed with the Buyer.
- 3.3.12 The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
- 3.3.13 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
 - Direct with a dealer;
 - Direct through a dedicated service helpline;
 - Online system or mobile applications.
- 3.3.14 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Buyer has provided 14 calendar days' notice of the requirement.
- 3.3.15 When the Buyer has included the requirement for a relief vehicle as part of their Call-Off

Contract, the Supplier shall ensure that a replacement vehicle is made available to the Buyer in the event of unplanned maintenance or repair.

3.3.16 Where the Buyer has not included the requirement for a relief vehicle as part of their Call-Off Contract, in the event of unplanned maintenance or repair the Supplier shall ensure that they are able to provide a daily rental vehicle when requested by the Buyer.

3.3.17 When requested by the Buyer, the Supplier shall provide a delivery and collection service where the Buyer has provided at least 14 calendar days' notice.

3.3.18 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week and 365 days a year through a dedicated point of contact.

3.3.19 Breakdown, Roadside Assistance and Recovery Services

3.3.19.1 The Supplier shall provide services for recovery and breakdown repair 24 hours a day, 365 days per year (366 days in a leap year) at no additional cost. This shall include, but is not limited to:

- services at the Buyer or driver's home address
- roadside assistance within the UK including the vehicle being towed to a garage location agreed with the Buyer or driver, if it cannot be fixed at the roadside.
- national recovery where the vehicle and load will be towed to a location specified by the Buyer within the UK.
- assistance to passengers in order to enable them to complete their onward journey or to an identified location within the UK.

3.3.19.2 The Supplier or their nominated sub-contractor shall attend breakdowns of standard specification vehicles under 3.5 tonnes within 2 (two) hours from the initial request, unless otherwise agreed with the Buyer.

3.3.19.3 The recovery and breakdown repair services for converted vehicles, vehicles with special requirements, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.

3.3.19.4 The Supplier shall provide the Buyer with a vehicle recovery and breakdown service overseas, as part of European breakdown cover when requested by the Buyer.

3.3.20 Vehicle Downtime

3.3.20.1 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Buyer of any expected downtime of a vehicle.

3.3.20.2 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle.

3.3.20.3 If it is deemed necessary to retain the vehicle beyond the forecasted downtime period, the Supplier shall ensure that the delay is communicated to the Buyer and/or driver of the vehicle within agreed timescales determined by the Buyer; and minimised as far as reasonably possible.

3.4 Service, Maintenance and Repair (SMR) - SMR not included in the Lease

- 3.4.1 The Supplier shall provide a vehicle without SMR included, when requested by the Buyer.
- 3.4.2 The Supplier shall provide the option for the Buyer to utilise the Supplier's support network when necessary utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.

3.5 MOT Management

- 3.5.1 The Supplier shall provide the Buyer with an effective and efficient process for the management of the renewal of MOT's in order to minimise vehicle downtime.
- 3.5.2 The Supplier shall provide sufficient notification and reminders to the Buyer prior to the MOT due date to enable arrangements for vehicle testing to be made.
- 3.5.3 The Supplier shall provide the Buyer with an effective and efficient process for notifying the Buyer of any vehicles without a valid MOT in place.
- 3.5.4 The Supplier shall provide immediate notification to the Buyer of any vehicles which have failed an MOT test and the required remedial and retest requirements.

3.6 Condition and Damage

- 3.6.1 The Supplier shall undertake effective cost control and ensure that both in-contract and end of contract damage costs are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) Fair Wear and Tear guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>
- 3.6.2 The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at Call-Off.
- 3.6.3 The Supplier acknowledges and agrees that the following Damage Waiver will apply to any costs chargeable to the Buyer as set out in Framework Schedule 3 (Framework Prices):
 - Passenger vehicles and commercial vehicles up to 3.5 tonnes - £150
 - Commercial vehicles over 3.5 tonnes - £250

3.7 Vehicle Decommissioning

- 3.7.1 The Supplier shall ensure that liveried vehicles are appropriately, decommissioned and disposed of in such a way as to be unidentifiable to their former function and therefore unable to be used for unauthorised or terrorist activity.

3.8 Managing the Buyer's Account

3.8.1 Contract Management

- 3.8.1.1 The Supplier shall manage the Buyer's Call-Off Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
- 3.8.1.2 The Supplier shall ensure that all relevant documentation relating to the Buyer's fleet operations are maintained and updated at all times.
- 3.8.1.3 The Supplier shall provide a Helpdesk and/or online support facility for supporting the Buyer with queries or complaints regarding the services provided under the Call-Off Contract. Unless agreed with the Buyer, this shall be available from 9am

to 5pm, Monday to Friday and exclude bank holidays.

- 3.8.1.4 The Supplier shall ensure that the Helpdesk telephone number is Freephone or does not charge users more than a basic rate, local rate or national rate telephone number.
- 3.8.1.5 When requested by the Buyer, the Supplier shall provide support to identify and recommend effective and innovative ways of working in order to improve the Buyer's management of their fleet. This may include, but is not limited to:
- changing processes to be more efficient or effective;
 - identifying opportunities to educate drivers with the aim of improving driver behaviour;
 - sharing best practice and lessons learned; and
 - monitoring the mileage of the Buyer's vehicles and making recommendations which may include, but are not limited to, re-utilisation of the Buyer's vehicles, contract term variation and/or contract mileage variation.
- 3.8.1.6 If the Supplier identifies that a vehicle lease is forecast to exceed its contracted mileage limit by 20% or more by the end of the contract term, and the Buyer confirms that the pattern of usage will continue, the Supplier may impose a variation to the Buyer's Lease Contract Terms for the remaining period based on the revised forecast. This may include a variation to the Rental Payments as agreed with the Buyer.
- 3.8.1.7 The Supplier shall ensure that they have processes in place to maintain consistent levels of service during periods of peak demand.

3.8.2 Fines, Penalties and Charges

- 3.8.2.1 The Supplier shall provide a payment solution and process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
- 3.8.2.2 Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
- 3.8.2.3 The Supplier may charge an administration fee for managing the payment solution as set out in Framework Schedule 3 (Framework Prices).
- 3.8.2.4 The Supplier shall be responsible for the payment and resolution of fines when incurred by personnel driving a vehicle on behalf of the Supplier and/or Subcontractor.

3.8.3 Management Information

- 3.8.3.1 The Supplier shall provide Management Information to Buyers in accordance with the terms in each Call-Off Contract.

3.8.4 Data Management

- 3.8.4.1 The Supplier acknowledges that Joint Schedule 11 (Processing Data) applies to the

processing of personal data under this Framework Contract.

- 3.8.4.2 The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.
- 3.8.4.3 The Supplier shall ensure that all data is held securely for the duration of the Call-Off Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Call-Off Contract or for a period agreed as part of the Call-Off Contract.
- 3.8.4.4 The Supplier shall ensure that a suitable back-up system for data is in place to support the Buyer's business continuity and audit requirements.

Desirable Deliverables

3.9 Fleet Management Services

- 3.9.1 The Supplier shall provide fleet management services to the Buyer to ensure that optimum efficiencies in the operation of the Buyer's fleet are obtained.
- 3.9.2 The Supplier acknowledges and agrees that when entering into a Call-Off Contract with a Buyer to deliver fleet management services under Lot 1 and Lots 2a and 2b of this Framework Contract, the mandatory and desirable clauses described in Lot 3 of this Framework Contract will apply with the exception of Clause 4.26 (Sale and Leaseback).
- 3.9.3 The Supplier's Account Manager shall work proactively with the Buyer with the aim of delivering continuous improvement across the Buyer's fleet. This may include, but is not limited to, working with Buyer to:
 - develop strategies and initiatives to secure cost savings
 - deliver efficiencies relating to the optimisation of the Buyer's fleet operation, fleet profile or the procedures in place to manage the Buyer's account
 - improve environmental efficiencies such as reducing the Buyer's carbon footprint or supporting the transition to low emission vehicles
 - support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)

3.10 Sale and Leaseback, Other Funding Methods and Payment Profiles

- 3.10.1 The Supplier shall provide a sale and lease back service when requested by the Buyer.
- 3.10.2 The Supplier shall have the ability to provide alternative funding options when requested by the Buyer.
- 3.10.3 The Supplier shall provide the payment profiles set out in Clause 3.2.3.2 for Lot 2a and Lot 2b when requested by the Buyer.

3.11 Supplementary Vehicle Rental Solutions

- 3.11.1 The Supplier shall provide supplementary vehicle rental solutions when requested by the Buyer.

3.12 Salary Sacrifice Car Schemes (Lot 1 only)

- 3.12.1 The Supplier shall provide a salary sacrifice car scheme when requested by the Buyer.
- 3.12.2 The Supplier shall:

- ensure that the scheme is fully compliant with all applicable legislation
- provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to,
 - termination of employment through resignation, redundancy or retirement
 - death in service
 - long term sickness
 - maternity, paternity and adoption leave
- include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
- work proactively with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract.

3.13 Alternative Schemes

3.13.1 The Supplier shall provide alternative schemes, which may include but are not limited to the provision of Net Deduction Schemes, when requested by the Buyer or where these provide better value for the Employee User.

3.13.2 The Supplier shall:

- ensure that the scheme is fully compliant with all applicable legislation
- provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to:
 - termination of employment through resignation, redundancy or retirement
 - death in service
 - long term sickness
 - maternity, paternity and adoption leave
- include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
- work proactively with the Buyer to market and promote the scheme throughout the life of the Call-Off Contract.

3.14 Management of private user schemes (Lot 1 only)

3.14.1 The Supplier shall undertake the management of private user schemes when requested by the Buyer.

3.14.2 The Supplier shall manage the process for, or provide support to, the Buyer in the provision of all relevant information relating to the submission of P46 (car) and P11D forms to HM Revenue and Customs (HMRC).

3.15 Enhanced Security

3.15.1 Where the Buyer requires enhanced security in addition to the security requirements detailed in the Core Terms Clause 14 “Data Protection” and Clause 15 “What you must keep confidential”, this will be detailed as part of the Call-Off Contract.

- 3.15.2 This may include, but is not limited, to the requirement to keep the Buyer's details anonymous and in some cases adopting a pseudonym for use by the Supplier and their subcontractors in order to protect the identity of the vehicles and their drivers.
- 3.15.3 The Supplier shall ensure all enhanced security requirements apply to the Supplier, their subcontractors and agents.
- 3.15.4 The Supplier shall comply with the Buyer's personnel vetting policy and standard operating procedures.
- 3.15.5 The Supplier shall provide a list of personnel who will access the Buyer's data and are involved in the delivery of the services to the Buyer, including third parties.
- 3.15.6 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer's data and/or vehicles upon satisfactory vetting clearance from the Buyer.
- 3.15.7 The Supplier shall ensure that they and all third party repairers', service providers and suppliers apply adequate and proper security controls and conform to the Buyer's enhanced security requirements when in temporary possession of the Buyer's vehicles and any other asset requiring this level of security.

3.16 Fleet Optimisation

- 3.16.1 The Supplier shall provide advisory services when requested by the Buyer. This may include, but is not limited to:
- optimisation of the Buyer's fleet in relation to financial and operational performance
 - transition of the Buyers fleet to electric or other low emission fuel types
 - development of the Buyer's Fleet Policy in order to meet policy goals and government targets for future legislative standards

3.17 Fuel Card Management

- 3.17.1 The Supplier shall implement a process for the management of the Buyer fuel cards when requested by the Buyer. This includes but is not limited to:
- liaison with fuel card suppliers to ensure effective operation of the fuel card scheme
 - cancellation of cards with the fuel card supplier immediately upon notification of loss or theft
 - issue of new and replacement cards to the driver

3.18 Telematics

- 3.18.1 When requested by the Buyer, the Supplier shall facilitate the provision of a telematics system for the Buyer's fleet.
- 3.18.2 The Supplier acknowledges and agrees that should the Buyer require their own telematics system to be installed into the vehicles, all installation and removal of equipment will be carried out within the provisions set out by the Supplier.

3.19 Electric Vehicle Charging and Supplementary Services

- 3.19.1 The Supplier shall facilitate the supply of electric vehicle charging equipment when requested by the Buyer. This may include, but is not limited to, the supply and installation

of the charging equipment and ancillary products such as charging cables.

3.19.2 When requested by the Buyer, the Supplier may provide supplementary services which support the operation of alternatively fuelled vehicles.

3.20 Supply and/or Use of Leased Vehicles outside of the UK

3.20.1 The Supplier shall provide the Contract Hire of vehicles with or without maintenance at any geographical location when requested by the Buyer.

3.20.2 The Supplier shall allow vehicles to be taken outside of the UK mainland when requested by the Buyer, in accordance with the requirements set out in Framework Schedule 22 (Lease Terms).

3.21 Data hosting

3.21.1 When requested by the Buyer, the Supplier must ensure that the Buyer's data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US were covered by Privacy Shield.

3.22 Gain Share

3.22.1 The Supplier acknowledges and agrees that the Buyer may require a commercial model to financially incentivise the Supplier to reduce the overall costs of operating their fleet, whilst maintaining or improving the operational performance to be developed.

3.22.2 The Buyer may require a methodology to be developed and agreed with the Supplier as part of their Call-Off Contract.

3.23 Mobility as a Service (MaaS)

3.23.1 The provision of a full end to end MaaS solution is outside the scope of this agreement, however when requested by the Buyer, the Supplier shall participate in the Buyer's Mobility as a Service (MaaS) programme. The Buyer's requirements will be specified and agreed as part of the Call-Off Contract.

3.24 Consolidated Invoicing

3.24.1 The Supplier shall provide consolidated invoicing where required by the Buyer. The Buyer's exact requirements will be specified as part of their Call-Off competition.

4 Deliverables for Lot 3 – Independent Fleet Management Services

A summary of the scope of Lot 3 is outlined in paragraph 2.2. The mandatory Deliverables for Lot 3 are described below in sections 4.1 to 4.20 and the desirable Deliverables are described in sections 4.21 to 4.32.

Mandatory Deliverables

4.1 Supply of Fleet Management Services

4.1.1 The Supplier shall provide fleet management services to the Buyer. These services:

- cover the full lifecycle of the vehicle from acquisition to disposal
- ensure that the Buyer's operational fleet is managed efficiently and effectively, both in terms of costs and operational delivery.
- ensure that the Buyer's fleet complies with legislation relating to the operation of their vehicles and duty of care
- effectively manages the risks associated with the fleet management services
- seeks to optimise the operational efficiency of the Buyer's fleet
- support the transition of the Buyer's fleet to zero emission vehicles in line with Government policy and targets

4.1.2 The Supplier shall provide the services as specified in the Buyer's Call-off Contract. These services may include, but are not limited to:

- vehicle acquisition and disposal/remarketing
- Service, Maintenance and Repair (SMR)
- accident management
- driver training
- fleet benchmarking
- grey fleet management
- fuel and fuel cards
- risk management

4.1.3 The Supplier shall manage the Buyer's existing owned and leased fleet vehicles when requested and agreed as part of the Call-Off Contract.

4.1.4 The Supplier shall undertake supply chain management throughout the duration of the Buyer's Call-Contract to ensure that continuity of supply is maintained, and any specified KPI's in the Call-Off Contract, and industry quality standards.

4.1.5 The Supplier shall liaise with the Buyer's incoming or legacy fleet supplier where required, in order to coordinate service delivery, transition services or in the action of any other relevant fleet activity.

4.1.6 The Supplier agrees that any other terms or conditions (whether or not consistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or documentation submitted by the Supplier, which is not part of the Framework Contract or is elsewhere implied by custom, practice or course of dealing does not apply.

4.2 Vehicle Sourcing and Acquisition

4.2.1 When acquiring vehicles, the Supplier shall source the Buyer's requirements as follows:

- **Leased Vehicles** using Lots 1 and 2a and 2b of this Framework Agreement as an independent fleet management provider, unless better value from alternative sources can be demonstrated.
- **Purchased Vehicles** from the RM6244 Purchase of Standard and Specialist Vehicles framework or any other subsequent commercial arrangements unless better value from alternative sources can be demonstrated.
- **Hired and Flexible Rental Vehicles** from the RM6265 Vehicle Hire framework or any other subsequent commercial arrangements unless better value from alternative sources can be demonstrated.

4.2.2 Vehicle Orders

- 4.2.2.1 The Supplier acknowledges and agrees that the Buyer may obtain their own vehicle quotations from the CCS Fleet Portal, place their own orders and then pass the subsequent vehicle management to the Supplier.
- 4.2.2.2 The Supplier shall cooperate with the Buyer's other suppliers in all aspects of the sourcing requirement in order to provide full visibility to the Buyer.
- 4.2.2.3 The Supplier shall ensure that they have a process in place for receiving, checking, amending and confirming orders received from the Buyer.
- 4.2.2.4 The Supplier shall provide updates on the progress of the order at a frequency agreed with the Buyer when the order is placed.
- 4.2.2.5 The Supplier shall ensure that any additional costs that have been identified, due to an order amendment will be communicated to the Buyer.
- 4.2.2.6 The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer in full.

4.3 Delivery of Vehicles

- 4.3.1 The Supplier shall deliver vehicles to any address within the UK, as specified in the Order
- 4.3.2 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.
- 4.3.3 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
- 4.3.4 The Supplier shall provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date when requested by the Buyer, including any additional information that the Buyer may reasonably require.
- 4.3.5 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Contract.
- 4.3.6 The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:
 - vehicle handbook or equivalent;

- two sets of keys;
- service log book or access to an equivalent electronic mechanism;
- driver information pack including, but not limited to, the driver Support Services contact number as outlined in 4.5.6; and
- safety pack including, but not limited to, a warning triangle and high visibility jacket.

4.3.7 The Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified or agreed with the Buyer) with:

- no more than 100 miles on the odometer;
- sufficient fuel or battery charge for electric vehicles to travel 40 miles
- the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
- without defects

4.3.8 The Supplier shall ensure that a handover is provided for all vehicles, which shall include:

- providing a full explanation of the controls and features of the vehicles;
- completing and signing a delivery sheet or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
- providing a hard or electronic copy of the delivery sheet to the Buyer.

4.4 **Vehicle Off-hiring**

4.4.1 The Supplier shall ensure that the lease provider collects the vehicle from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period, and at the lease provider's cost.

4.4.2 The Supplier shall manage the return process for any vehicles that have been leased through a third party.

4.4.3 The Supplier shall ensure that processes are in place to certify any additional costs to the Buyer as a result of the de-fleeting process.

4.4.4 The Supplier shall ensure that any additional costs are appropriately challenged and validated in order to secure best value for the Buyer.

4.5 **Service, Maintenance and Repair (SMR) – SMR included in the Lease**

4.5.1 The Supplier shall source a vehicle with SMR included in the lease via Lot 1 or Lot 2a or 2b of this agreement and in accordance with the Buyer's requirements, when requested by the Buyer.

4.5.2 The Supplier shall:

- proactively manage the routine servicing, planned maintenance and reactive mechanical repairs for the Buyer's fleet, and any other additional services required
- to maintain operational effectiveness and ensure that vehicles are roadworthy
- facilitate the provision of SMR for leased vehicles with the lease provider

- ensure conformance to safety and legal requirements and the Buyer's Fleet Policy, including the management of MOTs and other regulatory testing
 - proactively minimise downtime and optimise vehicle availability
- 4.5.3 The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
- 4.5.4 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
- direct with a dealer
 - direct through a dedicated service helpline
 - online system or mobile applications
- 4.5.5 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Buyer.
- 4.5.6 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.
- 4.5.7 **Warranty and Post-Warranty Repairs**
- 4.5.7.1 The Supplier shall pursue all warranty and post-warranty claims relating to the vehicles on behalf of the Buyer.
- 4.5.7.2 The Supplier shall ensure that SMR coverage is provided at the most appropriate and cost effective locations in relation to the Buyer's requirements and that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.
- 4.5.7.3 The Supplier shall ensure that all repairs are undertaken by a network of repairing agents and fully comply with recognised industry standards.
- 4.5.7.4 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that both direct and related SMR costs represent best value for money for the Buyer.
- 4.5.7.5 The Supplier shall investigate any maintenance, repair or invoice that is not to the Buyer's satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 4.5.7.6 The Supplier shall ensure that specialist maintenance services are provided, such as overnight availability, where required by the Buyer.
- 4.5.7.7 The Supplier shall ensure that the Buyer is notified in the event of driver error, misuse, or other behaviour which has resulted in repairs being required to be made to a vehicle.
- 4.5.8 **Courtesy Vehicles**
- 4.5.8.1 The Supplier shall ensure that a courtesy vehicle is provided in the event of pre-arranged routine service, maintenance and repair where the Buyer has provided 14 calendar days' notice of the requirement.
- 4.5.9 **Relief Vehicles**

- 4.5.9.1 When the Buyer has included the requirement for a relief vehicle as part of the lease or the fleet management contract, the Supplier shall ensure that a replacement vehicle is made available to the Buyer in the event of unplanned maintenance or repair.
- 4.5.9.2 Where the Buyer has not included a relief vehicle as part of the lease or the fleet management contract, the Supplier shall ensure that a daily rental vehicle is provided, at a cost to be agreed with the Buyer.

4.5.10 Tyres

- 4.5.10.1 The lease provider is responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Buyer and/or driver. The Supplier shall notify the Buyer of any exceptions that will result in additional costs.

4.5.11 MOT Management

- 4.5.11.1 The Supplier shall provide the Buyer with an effective and efficient process for the management of the renewal of MOT's in order to minimise vehicle downtime.
- 4.5.11.2 The Supplier shall provide sufficient notification and reminders to the Buyer prior to the MOT due date to enable arrangements for vehicle testing to be made.
- 4.5.11.3 The Supplier shall provide a reminder to the Buyer 48 hours prior to the vehicle's MOT scheduled due date, if the vehicle does not have a MOT booked.
- 4.5.11.4 The Supplier shall provide immediate notification to the Buyer of any vehicles without a valid MOT in place.
- 4.5.11.5 The Supplier shall provide immediate notification to the Buyer of any vehicles which have failed an MOT test and the required remedial and retest requirements.

4.6 Service, Maintenance and Repair (SMR) – SMR not included in the Lease

- 4.6.1 The Supplier shall source a vehicle without SMR included in the lease via Lot 1 or Lot 2a or 2b of this agreement and in accordance with the Buyer's requirements, when requested by the Buyer.
- 4.6.2 The Supplier shall ensure that the Buyer has the option to utilise the lease provider's support network, or the Supplier's own support network, when necessary, utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.
- 4.6.3 When requested by the Buyer, the Supplier shall develop and implement appropriate plans and schedules for the Buyer's leased fleet either directly or via a subcontractor.

4.7 Service, Maintenance and Repair (SMR) – SMR required for the Buyer's owned fleet

- 4.7.1 The Supplier shall deliver a programme of SMR in accordance with the Buyer's specification, ensuring that all activities undertaken meet the Buyer's fleet policy and comply with legislative requirements.
- 4.7.2 The Supplier shall ensure that the Buyer has the option to utilise the Supplier's own support network, when necessary, utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.
- 4.7.3 The Supplier shall develop and implement appropriate plans and schedules for the Buyer's

owned fleet either directly or via a subcontractor.

4.8 Breakdown, Roadside Assistance and Recovery Services

4.8.1 The Supplier shall provide services for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year). This shall include, but is not limited to:

- services at the Buyer or driver's home address
- roadside assistance within the UK including the vehicle being towed to a garage if it cannot be fixed at the roadside
- national recovery where the vehicle and load will be towed to a location specified by the Buyer within the UK
- assistance to passengers in order to enable them to complete their onward journey or to an identified location within the UK

4.8.2 The Supplier or their nominated sub-contractor shall attend breakdowns of standard specification vehicles under 3.5 tonnes within 2 (two) hours from the initial request, unless otherwise agreed with the Buyer.

4.8.3 The recovery and breakdown repair services for converted vehicles, vehicles with special requirements, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.

4.8.4 The Supplier shall provide the Buyer with a vehicle recovery and breakdown service overseas, as part of European breakdown cover.

4.9 Downtime Management

4.9.1 The Supplier shall ensure that vehicle downtime is minimised and proactively managed to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle. This applies to all aspects of the management of the Buyer's fleet, including when vehicles are receiving SMR services.

4.9.2 The Supplier shall notify the Buyer in the event that a vehicle is to be retained beyond its anticipated downtime. The Supplier shall ensure that the delays are:

- communicated to the Buyer
- minimised and proactively managed to reduce the impact to the Buyer and/or the driver of the vehicle

4.10 Vehicle Movement and Distribution

4.10.1 The Supplier shall relocate a vehicle to a specified geographical location at the Buyer's request.

4.10.2 The Supplier shall ensure that the vehicle is collected within 48 hours of the Buyer's request and delivered to the specified destination the following working day, or as agreed with the Buyer.

4.10.3 The Supplier shall carry out vehicle inspections to ensure the vehicle is in a roadworthy condition prior to transportation when requested by the Buyer.

4.10.4 The Supplier shall transport vehicles using their own insurance provisions and shall be liable for any damage incurred during the transportation. The Supplier shall provide fleet management services to the Buyer to ensure that optimum efficiencies in the operation of

the Buyer's fleet are obtained.

4.11 Vehicle Disposal and Decommissioning

- 4.11.1 The Supplier shall provide a disposal service for any of the Buyer's vehicles that have been outright purchased when requested by the Buyer.
- 4.11.2 The Supplier shall ensure that liveried vehicles are appropriately, decommissioned and disposed of in such a way as to be unidentifiable to their former function and therefore unable to be used for unauthorised or terrorist activity.
- 4.11.3 The Supplier shall ensure that a vehicle is removed from their fleet management system and charges are immediately adjusted once notification of vehicle disposal has been received.
- 4.11.4 The Supplier shall ensure that all vehicles are disposed of in the most effective manner to maximise revenue.
- 4.11.5 The Supplier shall return any funds received from the disposal of a vehicle to the Buyer within 5 working days via an agreed method of payment, unless otherwise agreed with the Buyer.
- 4.11.6 The Supplier shall retain records relating to the disposal of all vehicles and make these available to the Buyer upon request.

4.12 Condition and Damage

- 4.12.1 The Supplier shall undertake effective cost control and ensure that damage costs, including end of contract damage charges, are validated in line with the British vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <https://www.bvrla.co.uk/guidance/fair-wear-tear.html>
- 4.12.2 The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at call-off.
- 4.12.3 The Supplier shall ensure that there is a process in place to inform the Buyer and the driver within 48 hours of being notified that a manufacturer has to recall a vehicle ensuring that the process is managed effectively and no costs are passed on to the Buyer.

4.13 Accident and Claims Management

- 4.13.1 The Supplier shall provide an accident and claims management service for vehicles when requested by the Buyer.
- 4.13.2 The Supplier acknowledges and agrees that the accident and claims management service may extend to vehicles that are outside the scope of vehicles under fleet management such as those being leased from a third party or on daily rental by the Buyer.
- 4.13.3 The Supplier shall provide a full uninsured loss recovery service where requested by the Buyer. This service should include, but is not limited to, the management of all aspects of the claim including the recovery of repair, replacement vehicle and administration costs from third parties to full resolution.
- 4.13.4 The Supplier shall provide a detailed breakdown of the accident and claims management process to the Buyer.

- 4.13.5 The Supplier shall be the first point of contact and at all times remain responsible for the satisfactory conclusion and handling of all activity relating to the management of vehicle incidents and liability claims, whether against the Buyer or a third party
- 4.13.6 The Supplier shall provide a solution that ensures that the security requirements for covert vehicles and/or their drivers are addressed when required by the Buyer.
- 4.13.7 The Supplier shall provide a free telephone service 24 hours a day, 365 days a year with sufficient capacity to handle, manage and prioritise calls from drivers.
- 4.13.8 The Supplier shall provide an online facility for the reporting of accident damage and claims.
- 4.13.9 The Supplier shall liaise with the Buyer's insurer or nominated representative at all times and undertake all administration tasks associated with the progression of the claim and repair process in a timely manner to ensure that vehicle downtime is minimised.
- 4.13.10 The Supplier shall ensure that third party costs are minimised and at all times endeavour to mitigate the risks to the Buyer, including the use of systems to monitor cost control.
- 4.13.11 The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards, for example British Standards Institute (BSI) PAS125.
- 4.13.12 Following an incident where the vehicle is still in a drivable condition, the Supplier shall ensure that:
- an estimate to rectify any damage is undertaken by an approved repairer;
 - arrangements for the repairer to contact the Buyer and/or driver within 24 hours of the accident being reported to the Supplier to undertake an estimate are made.
- 4.13.13 Following an incident where the vehicle is not in a drivable condition, the Supplier shall ensure:
- the safe recovery of the driver and any passengers to their preferred destination; or
 - the provision of a replacement vehicle for up to 48 hours at no cost to the Buyer.
- 4.13.14 The Supplier shall investigate any repair that is not to the Buyer's satisfaction and arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 4.13.15 The Supplier acknowledges and agrees that the period of time relating to when a vehicle is declared a total loss will be determined by the Buyer in line with their own policy or their insurer's terms and conditions.
- 4.13.16 The Supplier shall notify the Buyer immediately if the cause of an accident is due to a fault in the vehicle and inform the Buyer of any further action required to ensure the safety of other vehicles in the Buyer's fleet.
- 4.13.17 The Supplier shall ensure that any claim from a vehicle hire company is validated and processed within 30 calendar days of receipt in order to avoid any additional charges to the Buyer.
- 4.13.18 The Supplier shall ensure that, in the event of an accident, relief vehicles are provided and managed where the Buyer has included this as part of their service requirements.
- 4.13.19 The Supplier shall provide a range of reports to the Buyer which provide:
- information at an individual incident level;

- uninsured loss recovery;
- an overview of the Buyer's accident and claims history;
- areas for investigation and/or intervention by the Buyer.

4.14 Insurance Management

- 4.14.1 When requested by the Buyer, the Supplier shall manage all processes and procedures to ensure that vehicles are fully insured at all times.
- 4.14.2 The Supplier shall maintain all records relating to insurance certification when requested by the Buyer.
- 4.14.3 The Supplier shall manage the Motor Insurance Database (MID) on behalf of the Buyer when vehicles are on hire or lease in excess of 14 continuous calendar days.

4.15 Vehicle Theft

- 4.15.1 In the event that a vehicle is reported stolen, the Supplier shall notify the necessary parties which includes, but is not limited to, the Buyer's insurer or nominated representative, lease supplier, DVLA and MIAFTR.
- 4.15.2 The Supplier shall liaise with the Buyer's insurer or nominated representative until a full resolution is achieved. The Supplier shall notify the Buyer or lease supplier of any agreed settlement figure within 48 hours of the agreement being reached.
- 4.15.3 The Supplier acknowledges and agrees that the period of time relating to when a stolen vehicle is declared a total loss will be determined by the Buyer in line with their own policy or their insurer's terms and conditions.
- 4.15.4 In the event that a vehicle is reported stolen, the Supplier shall:
 - notify the relevant insurer, driver and vehicle Licencing Agency (DVLA) and the Motor Insurance Anti-Fraud Theft Register (MIAFTR)
 - manage the claims process to its conclusion where required by the Buyer

4.16 Fines, Penalties and Charges

- 4.16.1 The Supplier shall provide a payment solution and process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
- 4.16.2 Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
- 4.16.3 The Supplier may charge an administration fee for managing the payment solution as set out in Framework Schedule 3 (Framework Prices).
- 4.16.4 The Supplier shall be responsible for the payment and resolution of fines when incurred by personnel driving a vehicle on behalf of the Supplier and/or Subcontractor.

4.17 Fuel Card Management

- 4.17.1 The Supplier shall implement a process for the management of the Buyer fuel cards when requested by the Buyer. This includes but is not limited to:
 - liaison with fuel card suppliers to ensure effective operation of the fuel card scheme;
 - cancellation of cards with the fuel card supplier immediately upon notification of loss or

theft;

- issue of new and replacement cards to the driver.

4.18 Fleet Management System

- 4.18.1 The Supplier shall provide the Buyer with access to information regarding the operation of their fleet through an online management system.
- 4.18.2 The Supplier shall ensure that all applicable data in relation to the Buyer's fleet is populated on the system. This includes, but is not limited to, information provided by third party suppliers.
- 4.18.3 The Supplier shall ensure that the operation of the system is fully tested prior to the commencement of the services to be provided to the Buyer.
- 4.18.4 The Supplier shall provide full training to the Buyer on the use of the Fleet Management System.
- 4.18.5 The Supplier shall ensure that all data held within the system is held securely and complies with GDPR requirements as set out in Joint Schedule 11 (Processing Data).
- 4.18.6 The Supplier shall ensure that access to the Fleet Management System is restricted to named individuals from the Buyer.
- 4.18.7 The Supplier shall ensure that access to the Fleet Management System is available at all times.
- 4.18.8 The Supplier shall ensure that no less than 48 hours' notice is provided to the Buyer in the event that scheduled maintenance or any other requirement will prevent access to the system.
- 4.18.9 The Supplier shall provide a Fleet Management System support service to the Buyer.
- 4.18.10 The Supplier shall provide appropriately encrypted reports offline to the Buyer in the event that access to the Fleet Management System is unavailable due to technical or security issues.

4.19 Duty of Care and Risk Management

4.19.1 Risk Management Strategy

- 4.19.1.1 When requested by the Buyer, the Supplier shall support the delivery of the Buyer's risk management strategy in relation to their fleet, as agreed as part of the Call-Off Contract. This may include but is not limited to:
 - advising the Buyer on their statutory obligations
 - risk profiling of drivers to identify those that represent the lowest and highest risk
 - supporting the Buyer to design and develop strategies, organisational policies and remedial activities to address identified risks
 - developing and implementing robust systems, processes and procedures to ensure compliance with organisational policies
 - supporting the Buyer with the development of employee guidance or other

supporting materials

- undertaking or supporting regular audits of policy, processes, procedures and systems
- developing or contributing to the Buyer's Strategy documentation

4.19.2 Driver Licence Checks

4.19.2.1 The Supplier shall undertake driver licence checks when requested by the Buyer as part of the Call-Off Contract. This shall include, but is not limited to:

- implementing a process for the regular checking of driver licences and their correct entitlement to drive at a frequency appropriate to the driver risk profile, industry best practice and/or the Buyer's Fleet Policy
- ensuring that all legislative standards are met regarding informed consent from the employee and that the holding of driver licence data is held securely and complies with GDPR requirements as set out in Joint Schedule 11 (Processing Data).
- providing timely management information regarding driver licence compliance issues such as penalties and disqualifications
- providing an audit trail of all checks undertaken

4.19.3 Driver Training

4.19.3.1 The Supplier shall provide a programme of driver training when requested by the Buyer as part of the Call-Off Contract.

4.19.4 Grey Fleet Management

4.19.4.1 The Supplier shall provide an effective fleet management solution to support the Buyer to manage their grey fleet vehicles and drivers and comply with all relevant legislation. This may include, but is not limited to:

- mileage reporting
- managing and reporting driver and vehicle details
- vehicle excise duty (VED) renewal reminders
- insurance data capture

4.20 Managing the Buyers Account

4.20.1 Contract Management

4.20.1.1 The Supplier shall manage the Buyer's Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".

4.20.1.2 The Supplier shall ensure that all relevant documentation relating to the Buyer's fleet operation is maintained and updated at all times.

4.20.1.3 The Supplier's Account Manager shall work proactively and with the Buyer to

develop strategies and initiatives to:

- secure cost savings
- determine more effective and innovative ways of working to deliver efficiencies relating to fleet operation, fleet profile or the procedures in place to manage the Buyer's account
- improve environmental efficiencies
- support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)

4.20.1.4 The Supplier shall monitor the mileage of the Buyer's vehicles and make recommendations' which may include, but are not limited to, re-utilisation of the Buyer's vehicles, contract term variation and/or contract mileage variation.

4.20.1.5 If the Supplier identifies that a vehicle lease is forecast to exceed its contracted mileage limit by 20% or more by the end of the contract term, and the Buyer confirms that the pattern of usage will continue, the Supplier may impose a variation to the Buyer's Lease Contract Terms for the remaining period based on the revised forecast. This may include a variation to the Rental Payments as agreed with the Buyer.

4.20.1.6 The Supplier shall provide access to a Helpdesk and/or online support facility for supporting the Buyer with queries or complaints regarding the services provided under the Call-Off Contract. Unless agreed with the Buyer, this shall be available from 9am to 5pm, Monday to Friday and exclude bank holidays.

4.20.1.7 The Supplier shall ensure that the Helpdesk telephone number is Freephone or does not charge users more than a basic rate, local rate or national rate telephone number.

4.20.1.8 The Supplier shall ensure that they have clear processes in place to maintain consistent levels of service during periods of peak demand.

4.20.2 **Management Information**

4.20.2.1 The Supplier shall provide Management Information reports to the Buyer in accordance with the requirements specified in the Call-Off Contract/Order.

4.20.3 **Benchmarking**

4.20.3.1 The Supplier acknowledges and agrees that the Buyer may undertake independent benchmarking reviews of the prices for the Goods and/or Services supplied, as set out in Call-Off Schedule 16 (Benchmarking).

4.20.3.2 The Supplier shall provide full transparency of their pricing for Goods and/or Services in order to support any benchmarking activity requested by the Buyer.

4.20.4 **Implementation and Transition of Services**

4.20.4.1 The Supplier shall produce an implementation plan when requested by the Buyer. This should include, but not be limited to:

- key activities and management of the implementation period of the contract;

- resources allocated by the Supplier.

4.20.4.2 The Supplier shall provide an exit plan prior to the end of the contract when requested by the Buyer. This should include, but not be limited to:

- how services and vehicles will be transitioned to a new Supplier;
- the provision of information regarding the existing fleet, processes and procedures and any other relevant information which are necessary to transition the service.

4.20.4.3 The Supplier shall work with the Buyer's existing Suppliers and any other third parties in order to effect a seamless transition of service. This includes, but is not limited to:

- the validation and transition of existing fleet data;
- staff training on systems and processes.

4.20.5 **Data Management**

4.20.5.1 The Supplier acknowledges that Joint Schedule 11 (Processing Data) applies to the processing of personal data under this Framework Contract.

4.20.5.2 The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.

4.20.5.3 The Supplier shall ensure that all data is held securely for the duration of the Call-Off Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Call-Off Contract or for a period agreed as part of the Call-Off Contract.

4.20.5.4 The Supplier shall ensure that a suitable back-up system for data is in place to support the Buyer's business continuity and audit requirements.

Desirable Deliverables

4.21 **Salary Sacrifice Car Schemes**

4.21.1 The Supplier shall provide a salary sacrifice car scheme when requested by the Buyer.

4.21.2 The Supplier shall:

- ensure that the scheme is fully compliant with all applicable legislation
- provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to,
 - termination of employment through resignation, redundancy or retirement
 - death in service
 - long term sickness
 - maternity, paternity and adoption leave

- include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
- work proactively with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract.

4.22 Alternative Schemes

4.22.1 The Supplier shall provide alternative schemes, which may include but are not limited to the provision of Net Deduction Schemes, when requested by the Buyer or where these provide better value for the Employee User.

4.22.2 The Supplier shall:

- ensure that the scheme is fully compliant with all applicable legislation
- provide the option for risk mitigation when requested by the Buyer and this could include, but is not limited to:
 - termination of employment through resignation, redundancy or retirement
 - death in service
 - long term sickness
 - maternity, paternity and adoption leave
- include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
- work proactively with the Buyer to market and promote the scheme throughout the life of the Call-Off Contract.

4.23 Fleet Optimisation and Continuous Improvement

4.23.1 When requested by the Buyer, the Supplier shall work proactively with the Buyer with the aim of delivering continuous improvement across the Buyer's fleet. This may include, but is not limited to, working with Buyer to

- develop strategies and initiatives to optimise the Buyer's fleet in relation to financial and operational performance through audits, undertaking whole life cost and budget analysis, and benchmarking activities
- deliver efficiencies relating to the optimisation of the Buyer's fleet operation, fleet profile or the procedures in place to manage the Buyer's account
- improve environmental efficiencies such as reducing the Buyer's carbon footprint or supporting the transition to low emission vehicles
- support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)
- reviewing vehicle specifications and providing technical support in the design, development or acquisition of converted or modified vehicles
- supporting the Buyer to review, develop or create their Fleet Policy in order to meet

policy goals, government targets for future legislative standards

4.24 Enhanced Security

- 4.24.1 Where the Buyer requires enhanced security in addition to the security requirements detailed in the Core Terms Clause 14 “Data Protection” and Clause 15 “What you must keep confidential”, this will be detailed as part of the Call-Off Contract.
- 4.24.2 This may include, but is not limited, to the requirement to keep the Buyer’s details anonymous and in some cases adopting a pseudonym for use by the Supplier and their subcontractors in order to protect the identity of the vehicles and their drivers.
- 4.24.3 The Supplier shall ensure all enhanced security requirements apply to the Supplier, their Subcontractors and Agents.
- 4.24.4 The Supplier shall comply with the Buyer’s personnel vetting policy and standard operating procedures.
- 4.24.5 The Supplier shall provide a list of personnel who will access the Buyer’s data and are involved in the delivery of the services to the Buyer, including third parties.
- 4.24.6 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer’s data and/or vehicles upon satisfactory vetting clearance from the Buyer.
- 4.24.7 The Supplier shall ensure that they and all third party repairers, service providers and suppliers apply adequate and proper security controls and conform to the Buyer’s enhanced security requirements when in temporary possession of the Buyer’s vehicles and any other asset requiring this level of security.

4.25 Private User Schemes

- 4.25.1 The Supplier shall undertake the management of private usage schemes when requested by the Buyer.
- 4.25.2 The Supplier shall manage the process for or provide support to the Buyer in the provision of all relevant information relating to the submission of P46 (car) and P11D forms to HM Revenue and Customs (HMRC).

4.26 Sale and Leaseback

- 4.26.1 The Supplier shall facilitate and manage a sale and lease back service when requested by the Buyer.

4.27 Data hosting

- 4.27.1 When requested by the Buyer, the Supplier must ensure that the Buyer’s data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US were covered by Privacy Shield.

4.28 Telematics

- 4.28.1 When requested by the Buyer, the Supplier shall facilitate the provision of a telematics systems for the Buyer’s fleet.
- 4.28.2 The Supplier acknowledges and agrees that should the Buyer require their own telematics system to be installed into the vehicles, all installation and removal of equipment will be carried out within the provisions set out by the Supplier.

4.29 Electric Vehicle Charging and Supplementary Services

- 4.29.1 The Supplier shall facilitate the supply of electric vehicle charging equipment when requested by the Buyer. This may include, but is not limited to, the supply and installation of the charging equipment and ancillary products such as charging cables.
- 4.29.2 When requested by the Buyer, the Supplier may provide supplementary services which support the operation of alternatively fuelled vehicles.

4.30 Gain Share

- 4.30.1 The Supplier acknowledges and agrees that the Buyer may require a commercial model to financially incentivise the Supplier to reduce the overall costs of operating their fleet, whilst maintaining or improving the operational performance to be developed.
- 4.30.2 The Buyer may require a methodology to be developed and agreed with the Supplier as part of their Call-Off Contract.

4.31 Mobility as a Service (MaaS)

- 4.31.1 The provision of a full end to end MaaS solution is outside the scope of this agreement, however when requested by the Buyer, the Supplier shall participate in the Buyer's Mobility as a Service (MaaS) programme. The Buyer's requirements will be specified and agreed as part of the Call-Off Contract.

4.32 Consolidated Invoicing

- 4.32.1 The Supplier shall provide consolidated invoicing where required by the Buyer. The Buyer's exact requirements will be specified as part of their Call-Off competition.

5 Deliverables for Lot 4 – Salary Sacrifice Car Schemes

A summary of the scope of Lot 4 is outlined in paragraph 2.2. The mandatory Deliverables for Lot 4 are described below in sections 5.1 to 5.9 and the desirable Deliverables are described in sections 5.10 to 5.18.

Mandatory Deliverables

5.1 Provision of Salary Sacrifice Car Schemes

- 5.1.1 For the avoidance of doubt, for the purposes of Lot 4 the Buyer is the Authority entering into the Call-Off Contract with the Supplier for the Salary Sacrifice Car Scheme and the employees of the Buyer are defined as Employee Users.
- 5.1.2 The Supplier shall ensure that the operation of their Salary Sacrifice schemes are fully compliant with all applicable legislation.
- 5.1.3 The Supplier shall provide salary sacrifice car schemes to the Buyer and will manage the full lifecycle of the vehicle from acquisition to disposal.
- 5.1.4 The Supplier shall implement schemes in line with the Buyer's specified requirements.
- 5.1.5 The Supplier shall support the Buyer to meet their organisational policy and environmental commitments, which may also include their obligations under the Government's Road to Zero targets.
- 5.1.6 The Supplier shall implement Salary Sacrifice Car Schemes free of charge to the Buyer.
- 5.1.7 The Supplier shall support the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure)).
- 5.1.8 The Supplier shall work with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract.
- 5.1.9 The Supplier shall ensure that the operation of their Salary Sacrifice schemes are fully compliant with all applicable legislation.

5.2 Web Based Portal

- 5.2.1 The Supplier shall provide a web based portal for employees to access the vehicles available via their salary sacrifice scheme.
- 5.2.2 The Supplier shall ensure that the Portal is capable of hosting all Buyers and their employees, to access the salary sacrifice vehicles available within the Buyer's individual salary sacrifice car scheme.
- 5.2.3 The Supplier shall ensure that the Portal allows employees to only view vehicles which will not sacrifice their earnings below the National Minimum Wage.
- 5.2.4 The Supplier shall configure the portal for each Buyer to allow employees to access vehicles that are only within the defined scope of Buyer's scheme.
- 5.2.5 The Supplier shall ensure that the web-based portal is compatible with Windows

and Mac browsers, and will run on handheld iOS and Android devices unless otherwise specified and agreed with the Buyer.

5.2.6 Features and Functionality

- 5.2.6.1 The Supplier shall ensure the portal is available twenty four (24) hours a day, three hundred and sixty five, (365) days a year (366 days in a leap year).
- 5.2.6.2 When requested by the Buyer, the Supplier shall allow different approaches for registering employees relative to the level of personnel data that the Buyer provides. This may include, but is not limited to:
 - registering with only four data fields such as, forename, surname, staff number and work email address;
 - registering with individuals staff number only;
 - Single Sign On as agreed between the Buyer and Supplier;
 - any other method agreed between the Buyer and Supplier;
- 5.2.6.3 The Supplier shall ensure that the system is secure and encrypted.
- 5.2.6.4 The Supplier shall comply with any policies the Buyer may have in place regarding eligibility for the scheme. Where this is the case the system shall ensure that ineligible employees will not gain access.
- 5.2.6.5 The Supplier shall grant access rights to the web-based portal to the Buyer's authorised representatives and Employee Users with appropriate level of permissions and access, to be determined and agreed with the Buyer.
- 5.2.6.6 The Supplier shall ensure that appropriate processes are implemented to ensure that employees registering as users on the system are verified employees of the Buyer.
- 5.2.6.7 The Supplier shall ensure that user accounts are password protected.
- 5.2.6.8 The Supplier shall provide the option for Employee Users to opt out of any marketing communications from the Supplier.
- 5.2.6.9 The Supplier shall ensure the system provides capability to enter and amend details of Employee Users and their associated orders.
- 5.2.6.10 The Supplier shall ensure the system is capable of displaying options so that they are easily visible and displayed in a way that makes options clear and easy to compare.
- 5.2.6.11 The Supplier shall be capable of providing an audit trail to track the activity of Employee Users, when requested by the Buyer.
- 5.2.6.12 The Supplier shall be capable of setting a limit on the number of vehicles per Employee User and eligible family members in accordance with the Buyer's policy.

5.2.6.13 The Supplier shall ensure that all relevant terms and conditions pursuant to the Salary Sacrifice agreement with the employee are clearly displayed on the Portal and that where any Salary Sacrifice contractual agreement is produced, a record is held for the life of the contractual agreement and for a period thereafter to be agreed with the Buyer.

5.2.6.14 The Supplier shall ensure that all relevant documentation is readily available for the employee to view and/or print at nil cost and a copy must be available to the Buyer.

5.2.7 Implementation, maintenance and Upgrades

5.2.7.1 The Supplier shall ensure that scheduled maintenance which will affect the availability of the web-based portal is undertaken in a way that minimises disruption and downtime to Employee Users and the Buyer.

5.2.7.2 The Supplier shall, if any supporting action is required by the Buyer to assist the Supplier with a system upgrade, provide full details of the required assistance at least 2 weeks in advance.

5.2.8 Vehicle Quotations

5.2.8.1 The Supplier shall ensure that all quotations generated by the Supplier remain valid for a minimum of 14 days, subject to manufacturer price increases.

5.2.8.2 The Supplier shall ensure that any manufacturer price decreases during the quoting period are passed on to the Employee User.

5.2.8.3 The Supplier shall ensure that all vehicle quotations include as a minimum the following information:

- Vehicle Make, model and derivative
- Salary Sacrifice Vehicle Contracted Period
- Annual contracted mileage

5.2.8.4 All vehicle quotation pricing should include the following:

- Road Fund Licence
- Routine Service and maintenance costs
- Replacement tyres due to wear and tear
- Vehicle insurance
- Accident Management
- Breakdown assistance and recovery
- MOT where required

5.2.9 Data Management

- 5.2.9.1 The Supplier acknowledges that Joint Schedule 11 (Processing Data) applies to the processing of personal data under this Framework Contract.
- 5.2.9.2 The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.
- 5.2.9.3 The Supplier shall ensure that all data is held securely for the duration of the Call-Off Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Call-Off Contract or for a period agreed as part of the Call-Off Contract.
- 5.2.9.4 The Supplier shall ensure that a suitable back-up system for data is in place to support the Buyer's business continuity and audit requirements.

5.3 Vehicle Sourcing

- 5.3.1 The Supplier acknowledges and agrees that they will act as a Requesting Body² for eligible Buyers in order to source vehicles from the RM6244 Purchase of Standard and Specialist Vehicle framework, the RM6268 Vehicle Lease, Fleet Management and Salary Sacrifice framework, or any subsequent commercial arrangements provided by Crown Commercial Service.
- 5.3.2 When acting as a Requesting Body on behalf of a Buyer, the Supplier shall ensure that any discount realised by sourcing vehicles through the RM6244 Purchase of Standard and Specialist Vehicle framework or Lot 1 of the RM6268 Vehicle Lease framework is passed in full to the Buyer. The Supplier acknowledges and agrees to provide evidence to the Buyer and/or CCS if requested.

5.4 Vehicle Orders

- 5.4.1 For the avoidance of doubt, each vehicle Order survives the expiration or termination of the Framework Contract.
- 5.4.2 The Supplier shall ensure that all vehicles are brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.
- 5.4.3 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Buyer.
- 5.4.4 The Supplier shall ensure that it has a process in place for receiving, checking, amending and confirming orders.
- 5.4.5 The Supplier shall provide updates on the progress of the order at a frequency agreed with the Buyer, when the order is placed.
- 5.4.6 The Supplier shall ensure that any additional costs that have been identified, due to an order amendment will be communicated to the Buyer.

² Defined Terms - Joint Schedule 1 (Definitions)

- 5.4.7 The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer in full.

5.5 Delivery of Vehicles

- 5.5.1 The Supplier shall ensure that all vehicles are delivered safely and securely supplied in accordance with the requirements specified in the Order.
- 5.5.2 The Supplier shall ensure that pre-delivery inspections are carried out on all vehicles supplied.
- 5.5.3 The Supplier shall ensure that the following are provided to the employee at the point of delivery:
- vehicle handbook or equivalent;
 - two sets of keys;
 - service log book or access to an equivalent electronic mechanism;
 - driver information pack, or access to an equivalent mechanism, including but not limited to, the driver support services contact number as outlined in 5.7.9;
- 5.5.4 The Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified or agreed with the Buyer) with:
- no more than 100 miles on the odometer;
 - sufficient fuel or battery charge for electric vehicles to travel 40 miles
 - the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
 - without defects
- 5.5.5 The Supplier shall ensure that a handover is provided for all vehicles, which shall include:
- providing a full explanation of the controls and features of the vehicles;
 - completing and signing a delivery sheet or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
 - providing a hard or electronic copy of the delivery sheet to the Buyer.

5.6 Vehicle Insurance

- 5.6.1 The Supplier shall provide a fully comprehensive insurance cover with all vehicles unless otherwise agreed with the Buyer as part of the Call-Off Contract.
- 5.6.2 The Supplier shall provide insurance cover for any additional named drivers when requested by the Buyer as part of the Call-Off Contract. Where this was agreed as part of the Call-Off Contract.
- 5.6.3 The Supplier shall retain the right to refuse insurance cover for individuals

identified as high risk, or fall outside of the scope of their insurance cover.

5.7 Service, Maintenance and Repair

- 5.7.1 The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
- 5.7.2 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
- Direct with a dealer;
 - Direct through a dedicated service helpline;
 - Online system or mobile applications.
- 5.7.3 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Buyer.
- 5.7.4 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Buyer of any expected downtime of a vehicle.
- 5.7.5 The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Buyer and/or driver.
- 5.7.6 The Supplier shall replace tyres once the tread has reached a minimum of 2mm.
- 5.7.7 The Supplier shall provide sufficient notification and reminders to the Employee User prior to the MOT due date to enable arrangements for vehicle testing to be made.
- 5.7.8 If a vehicle fails an MOT test, the Supplier shall engage with the Employee User to ensure that the required remedial and retest requirements are undertaken. The Supplier shall have a mechanism in place to inform the Buyer of any vehicles that do not have a valid MOT.
- 5.7.9 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.

5.8 Condition and Damage

- 5.8.1 The Supplier shall undertake effective cost control and ensure that both in-contract and end of contract damage costs are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) Fair Wear and Tear guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>
- 5.8.2 The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at Call-Off.

5.9 Managing the Buyer's Account

5.9.1 Contract Management

- 5.9.1.1 The Supplier shall manage the Buyer's Call-Off Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
- 5.9.1.2 The Supplier shall ensure that all relevant documentation relating to the Buyer's account is maintained and updated at all times.
- 5.9.1.3 The Supplier shall implement the appropriate processes for the prevention, detection and reporting of fraudulent activity.
- 5.9.1.4 The Supplier shall provide a Helpdesk and/or online support facility for supporting the Buyer's representatives and their drivers with queries or complaints regarding the services provided under the Call-Off Contract. Unless agreed with the Buyer, this shall be available from 9am to 5pm, Monday to Friday and exclude bank holidays.
- 5.9.1.5 The Supplier shall ensure that the Helpdesk telephone number is Freephone or does not charge users more than a basic rate, local rate or national rate telephone number.
- 5.9.1.6 The Supplier shall ensure that they have clear processes in place to maintain consistent levels of service during periods of peak demand.
- 5.9.1.7 The Supplier shall work with the Buyer to determine more effective and innovative ways of working, when requested by the Buyer.

5.9.2 Fines, Penalties and Charges

- 5.9.2.1 The Supplier shall provide a process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
- 5.9.2.2 Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
- 5.9.2.3 The Supplier may charge an administration fee for managing the payment and recharges of fines, penalties and charges as set out in Framework Schedule 3 (Framework Prices).

5.9.3 Risk Mitigation Solutions

- 5.9.3.1 The Supplier shall provide risk mitigation solutions to cover lifestyle events that may occur during the Employee User's lease contract period. This shall be provided as an option when requested by the Buyer as part of their Call-Off Contract.
- 5.9.3.2 The specific coverage that is offered will be defined by the Supplier and could include, but is not limited to, the following options:
 - termination of employment through resignation, redundancy or retirement
 - death in service

- long term sickness
- maternity, paternity and adoption leave

5.9.4 Management Information

5.9.4.1 The Supplier shall provide Management Information to Buyers in accordance with the terms of each Call-Off Contract.

5.9.5 Salary Sacrifice Reductions, Deductions and Payroll

5.9.5.1 The Supplier shall liaise with Buyers and their respective payroll teams and HR teams in setting up processes for Salary Sacrifice reductions.

5.9.5.2 The Supplier shall have processes and checks in place to ensure compliance with National Minimum Wage/National Living Wage and Lower Earnings Levels.

5.9.5.3 The Supplier shall ensure the Buyer is aware of any new and current legislation on Salary Sacrifice and advise Buyers of its impact on the scheme.

5.9.5.4 The Supplier shall notify the Buyer with a list of new employees joining the scheme and who will require Salary Sacrifice reductions to be implemented by the Buyer.

5.9.5.5 The Supplier shall provide the Buyer with a schedule at the beginning of each month, or at a point in time agreed with Buyer at the Call-Off stage, shows the reductions and/or deductions that Employee Users are making from their salary on the specified month.

5.9.5.6 The Supplier shall provide the Buyer with all information that they are required to provide to HMRC for P46 (Car), Full Payment Submission (FPS) or any other relevant returns.

5.9.5.7 The Supplier acknowledges that the Buyer will be responsible for:

- approving vehicle orders
- setting up payroll reductions and deductions from Employee User's pay
- annual P11D submissions

5.9.6 Marketing and Promotion of Salary Sacrifice and individual Schemes

5.9.6.1 The Supplier shall work proactively with the Buyer to market and promote the Salary Sacrifice Car Scheme throughout the life of the Call-Off Contract. This shall be at no further cost to the Buyer.

5.9.6.2 The Supplier shall advise Employee Users on the scope of Salary Sacrifice and any eligibility criteria that is applicable to the Buyer's specific Salary Sacrifice Car Scheme.

5.9.6.3 When requested by the Buyer, the Supplier shall use management

information and customer feedback to assess uptake of the Salary Sacrifice Car Scheme in order to assist the Buyer in promoting the scheme to employees.

- 5.9.6.4 The Supplier shall provide marketing materials designed to appeal to all groups of employees. This shall include information for new employees, guidance on how to use the Portal, the benefits that are available, eligibility criteria, and potential savings.

Desirable Deliverables

5.10 Alternative Schemes

- 5.10.1 The Supplier shall provide alternative schemes, which may include but are not limited to the provision of Net Deduction Schemes, when requested by the Buyer or where these provide better value for the Employee User.
- 5.10.2 The Supplier shall ensure that any alternative scheme complies with all relevant and applicable Mandatory Requirements listed within Lot 4.

5.11 Learner drivers

- 5.11.1 The Supplier shall provide the option for learner drivers to be included as eligible users or as named drivers when requested by the Buyer. This may be at an additional cost to the Employee User.

5.12 Electric Vehicle Charging and Supplementary Services

- 5.12.1 The Supplier shall facilitate the supply of electric vehicle charging equipment when requested by the Buyer, either directly as part of the Salary Sacrifice arrangement or via a third party arrangement where equipment is purchased directly by the Employee User. This may include, but is not limited to, the supply and installation of the charging equipment and ancillary products such as charging cables.
- 5.12.2 When requested by the Buyer, the Supplier may provide supplementary services which support the operation of alternatively fuelled vehicles.

5.13 Novation

- 5.13.1 The Supplier shall facilitate the novation of individual Salary Sacrifice contracts when requested by the Buyer.

5.14 Data hosting

- 5.14.1 When requested by the Buyer, the Supplier must ensure that the Buyer's data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US were covered by Privacy Shield.

5.15 Pre-Contract Vehicles

- 5.15.1 The Supplier shall make available the option for a temporary pre-contract vehicle to be provided pending delivery of their ordered vehicle when requested

by the Buyer and agreed as part of the Call-Off Contract.

5.16 Purchase of Salary Sacrifice Vehicle by the employee

- 5.16.1 The Supplier shall provide the option for the Employee User to purchase the Salary Sacrifice vehicle when requested.

5.17 Employment termination by the employee

- 5.17.1 The Supplier shall provide support to Employee Users who leave the employment of the Buyer to either return their vehicle, or purchase their vehicle, within the relevant timescales of the lease agreement.

5.18 Customer Administrator Web Portal Access

- 5.18.1 When requested by the Buyer, the Supplier shall ensure that the Portal has the capability to allow Buyers to allocate administrator roles. The scope of the role requirements will be defined and agreed by the Buyer and Supplier at the point of entering into the Call-Off Contract.

6 Legislative and Policy Requirements for All Lots

Mandatory requirements

6.1 Legislative Requirements

- 6.1.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Contract comply with Type Approval Law, in line with the timeframes specified by the European Community Whole vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>.

- 6.1.2 The Supplier shall provide any relevant information required to assist CCS and/or the Buyer to demonstrate compliance at the point of vehicle production with the requirements of the Clean and Energy Efficient vehicles Directive 2009/33-EC, or any future revised Directive, which is accessible via the following web link:

[Guidelines for the Directive on the Promotion of Clean and Energy Efficient Road Transport Vehicles \(Directive 2009/33/EC\)](#)

- 6.1.3 The Supplier shall ensure that all vehicles produced and supplied pursuant to this Framework Contract conform to all applicable legislation.

6.2 Government Buying Standards

- 6.2.1 The Supplier acknowledges and agrees that in leasing vehicles, central government Buyers are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to transition 25% of cars in central government department fleets to electric/ultra-low emissions (below 50g/km CO₂) by 2022 and 100% of cars and vans to electric by 2027. The GBS focus on encouraging the purchasing and leasing of the cleanest vehicles. The current standards are accessible via the web link:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017>

- 6.2.2 The Supplier shall assist the Buyer to comply with any new arrangements introduced, if at any point the GBS for Transport and/or Government Fleet Commitment are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).

6.3 General Policy Requirements

- 6.3.1 The Supplier shall conform to the quality management standards such as EFQM and ISO 9000 series, specified by the Buyer as part of the Ordering procedure.
- 6.3.2 The Supplier shall comply with the following, at all times during the term of this Framework Contract and until the last Call-Off Contract expires, where the Supplier owns vehicle assets and/or is responsible for the disposal of vehicles:
- BS EN ISO 14001 Environmental Management System standard or equivalent; and
 - the End-of-Life Vehicles Regulations 2003 (as amended) for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:
<https://www.legislation.gov.uk/ukxi/2003/2635/contents>
- 6.3.3 The Supplier is required to demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract including in the supply chain, in accordance with Joint Schedule 5 (Corporate Social Responsibility). This includes an understanding of the modern slavery risks and issues affecting the market, industry, sector or country (of origin or of source) relevant to the contract, and the workforce in the Supplier's own organisation and those of its key sub-contractors.

6.4 Carbon Reduction plans

- 6.4.1 In 2019 the UK Government amended the Climate Change Act 2008 by introducing a target of at least a 100% reduction in the net UK carbon account (i.e. reduction of greenhouse gas emissions, compared to 1990 levels) by 2050. This is otherwise known as the 'Net Zero' target.
- 6.4.2 The Supplier shall work towards the development of Net Zero Carbon Reduction Plan (CRP) and shall evidence completion of a CRP to CCS within 12 months of the framework award date.
- 6.4.3 The development and completion of a Carbon Reduction Plan (CRP) will form part of the Supplier's Performance Indicators (PI's) and will be monitored on a regular basis as part of CCS's Supplier Relationship Management programme.
- 6.4.4 For further information about Carbon Reduction Plans please refer to the recent [Procurement Policy Note \(PPN\) 06/21 \(Taking Account of Carbon Reduction Plans in the Procurement of Major Government Contracts\)](#).

6.5 Sustainability

- 6.5.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability, which requires consideration of commercial needs and making a positive impact on society and the environment, both locally and globally, as detailed in Joint Schedule 5 (Corporate Social Responsibility).
- 6.5.2 The Supplier shall reduce or continue to reduce the environmental impact of their operations throughout the term of this Framework Contract.
- 6.5.3 The Supplier shall support the Buyer in meeting their obligations to the Greening Government Commitments, which are accessible via the following web link:
<https://www.google.com/www.gov.uk/government/collections/greening-government-commitments>

6.6 Social Value and Community Benefits

- 6.6.1 The Supplier acknowledges that the Public Services (Social Value) Act 2012 and Procurement Reform (Scotland) Act 2014 places a requirement on Buyers in the wider public sector (such as Local Authorities, NHS and Blue Light services) to consider:
 - how the economic, environmental and social well-being of the relevant area may be improved by what is being procured and
 - how, in conducting the procurement, they might act with a view to securing that improvement.
- 6.6.2 In 2020, the [Procurement Policy Note \(PPN\) 06/20](#) was launched which embedded a new model to deliver social value through Central Government's commercial activities. Central Government Buyers must use this Social Value Model to take account of the additional social benefits that can be achieved in the delivery of its contracts, using policy outcomes aligned with the government's priorities.
- 6.6.3 The scope of this Framework supports the delivery of social value and community benefits, both as part of the award of this Framework and at the point of Call-Off.

6.7 Delivering Social Value as part of the Framework Award

- 6.7.1 As part of the tender evaluation of the RM6268 framework, CCS have aligned with the requirements of the Social Value Model by identifying the Social Value priority themes for this procurement and an evaluation methodology for this equating to 10% of the overall marks available on a Pass/Fail basis. This means that all Suppliers on the RM6268 framework will have made a commitment to deliver Social Value as a condition of being awarded a place.
- 6.7.2 CCS believes that signing up to the Driving for Better Business programme will enable Suppliers to contribute towards the following Social Value priority themes for this framework:
 - **Covid-19 Recovery** - through the application of the Driving for Better

Business Covid-19 Toolkit to help Suppliers plan for and implement the necessary changes in working practices.

- **Fighting Climate Change** - by adopting driving processes and working practices that reduce your organisational and individual driver's carbon footprint.
- **Wellbeing** - by understanding the issues related to health and wellbeing and how they influence work-related road risk, and evidencing measures and policies put in place to improve driver behaviour in order to reduce the risk of accidents, injuries and deaths to drivers, passengers and pedestrians.

6.7.3 Subscribing to the Driving for Better Business programme is just one way in which Suppliers can contribute to Social Value and CCS acknowledges that Suppliers may be undertaking other activities that contribute to the Social Value themes listed above as well as the Government's wider themes.

6.7.4 Driving for Better Business

- The Supplier shall be signed up to the Driving for Better Business programme at the point of Framework RM6268 going live on 16 May 2023. Subscription is free of charge and more information about the programme can be found via the following link: <https://www.drivingforbetterbusiness.com/>
- Driving for Better Business is a Highways England programme to raise awareness of the significant benefits that employers in both the private and public sectors can achieve from managing work-related driving; more effectively. The Driving for Better Business vision is "A world where those who use the roads for work do so safely, efficiently, and sustainably".
- Progression through the Driving for Better Business accreditation stages will form part of the Supplier's Key Performance Indicators and will be monitored on a regular basis as part of CCS's Supplier Relationship Management programme.

6.8 Delivering Social Value as part of the Call-Off

6.8.1 Buyers may include Social Value as part of their award criteria for their Call-Off Contract. The 5 Social Value themes that Buyers may consider are:

- COVID-19 recovery
- Tackling economic inequality
- Fighting climate change
- Equal opportunity and
- Wellbeing

6.8.2 Buyers may choose to use the most appropriate Social Value award criteria and sub-criteria related to their procurement as set out in Framework Schedule 7

(Call Off Award Procedure).

- 6.8.3 Buyers can access further guidance on the application of the Social Value Model at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf

CCS Core Terms (version 3.0.11)

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier

must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each

- Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it

must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working

days .

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was

- awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier

is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default

Management Charge.

- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

(b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and

- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
 - (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

- 4.1.4 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

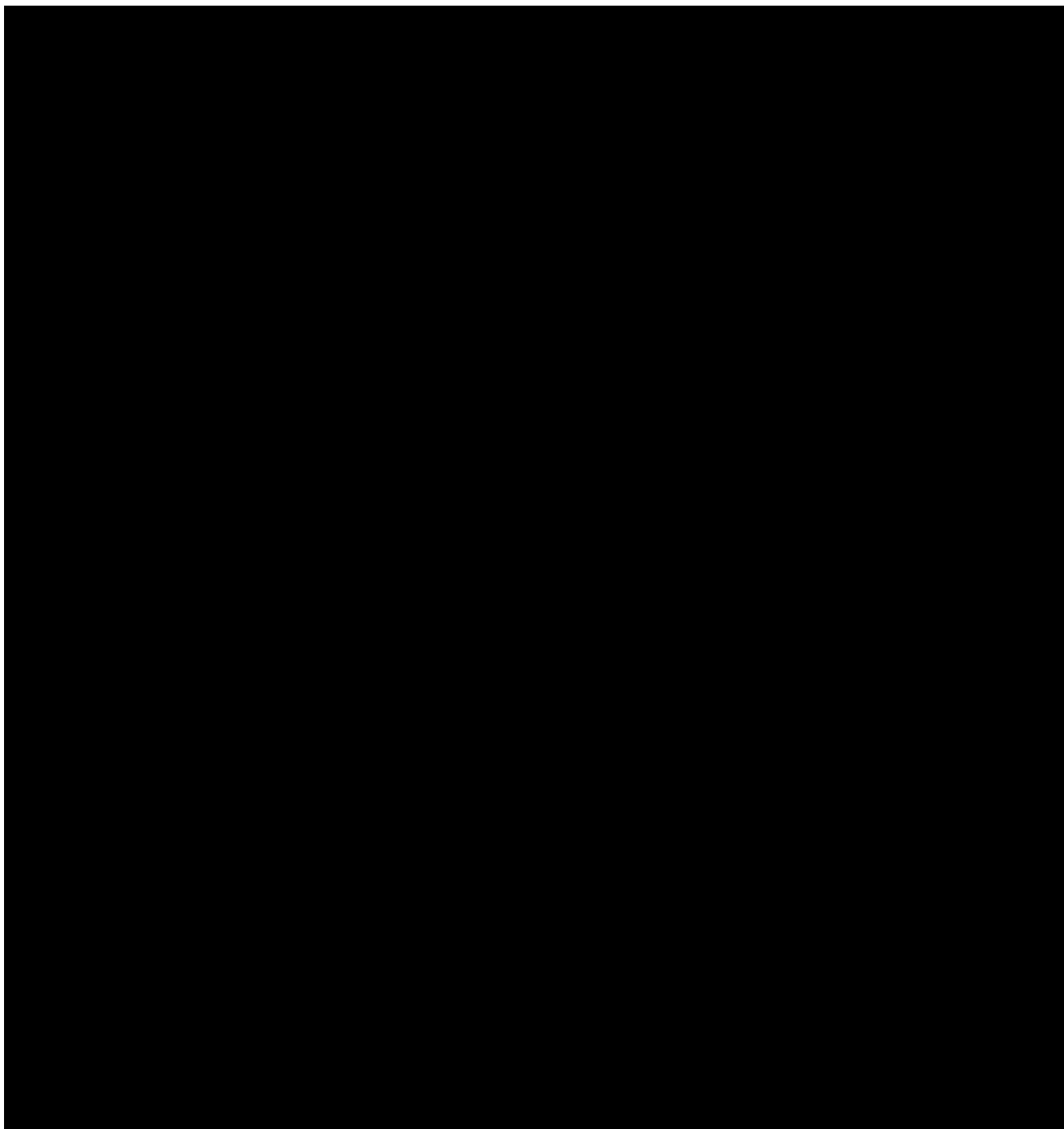
- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

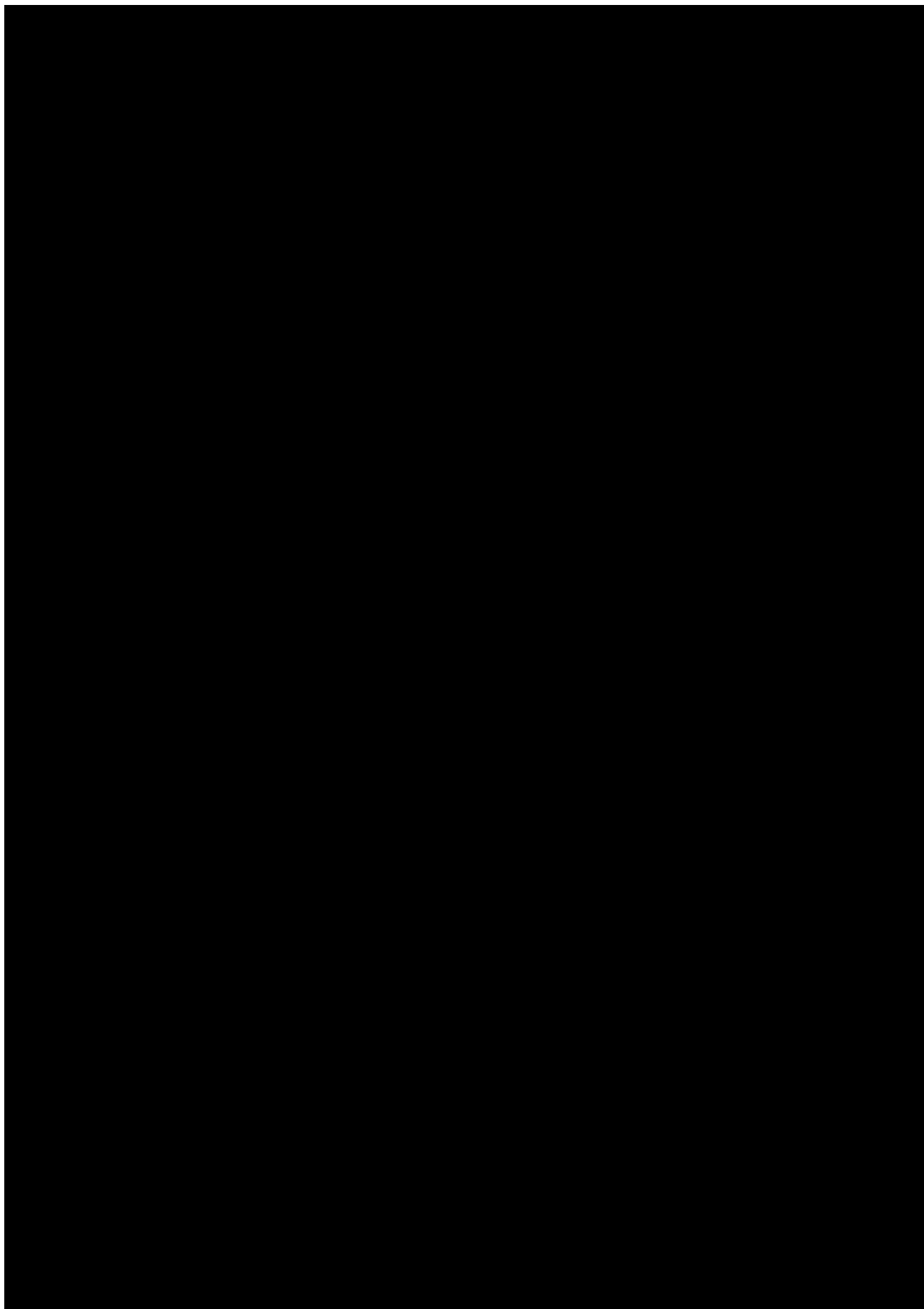
2. Sustainability

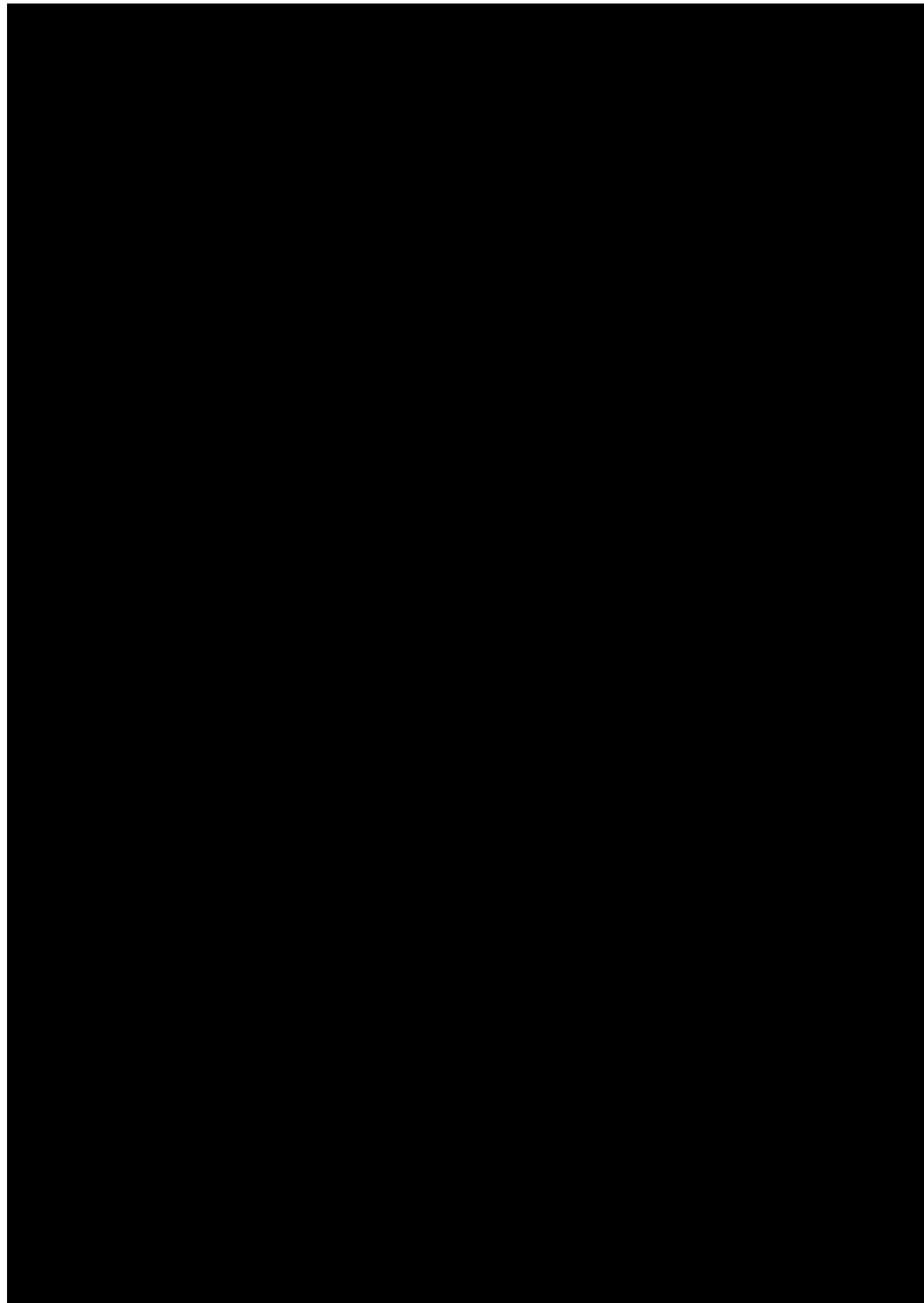
- 2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

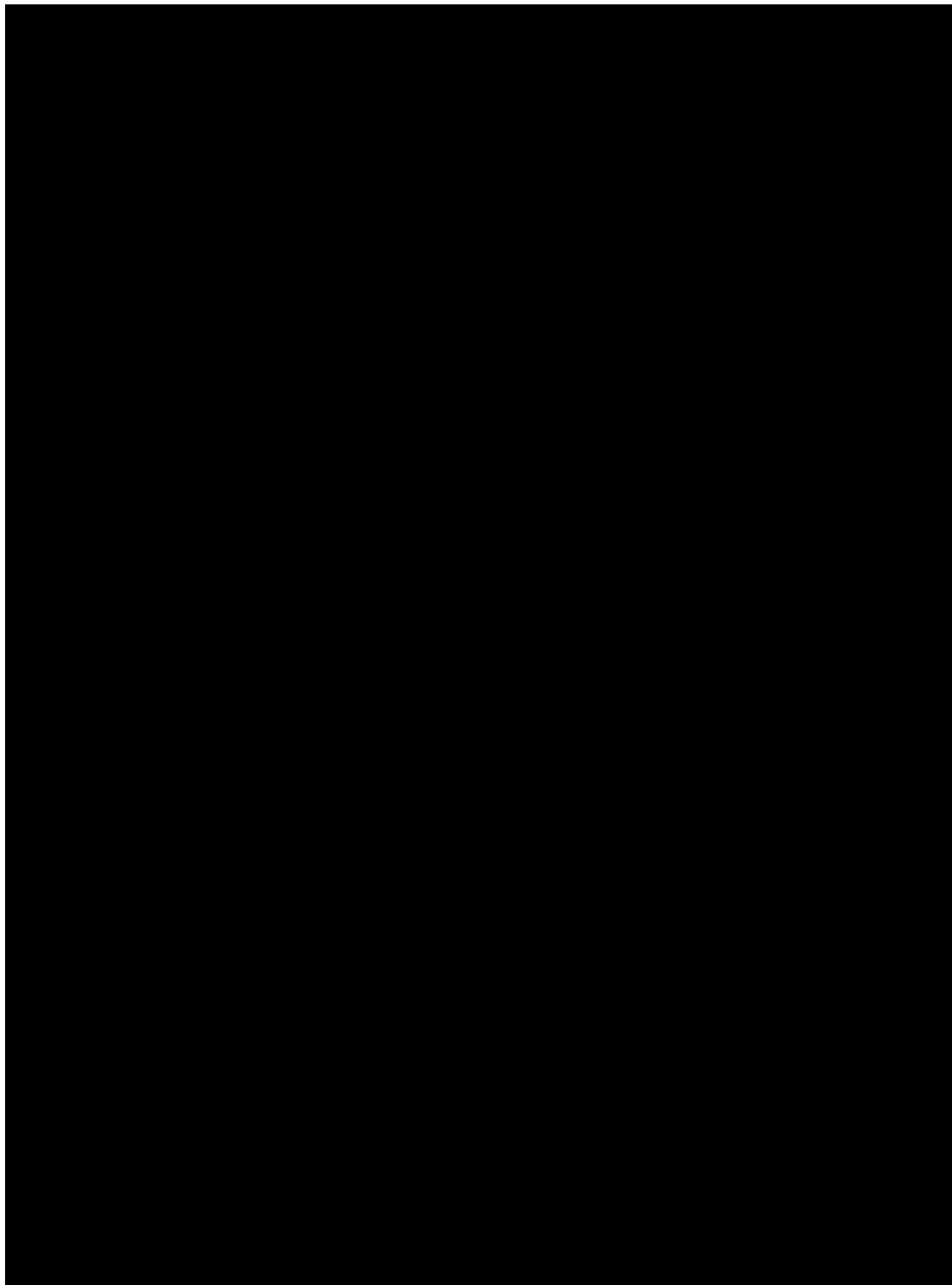
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

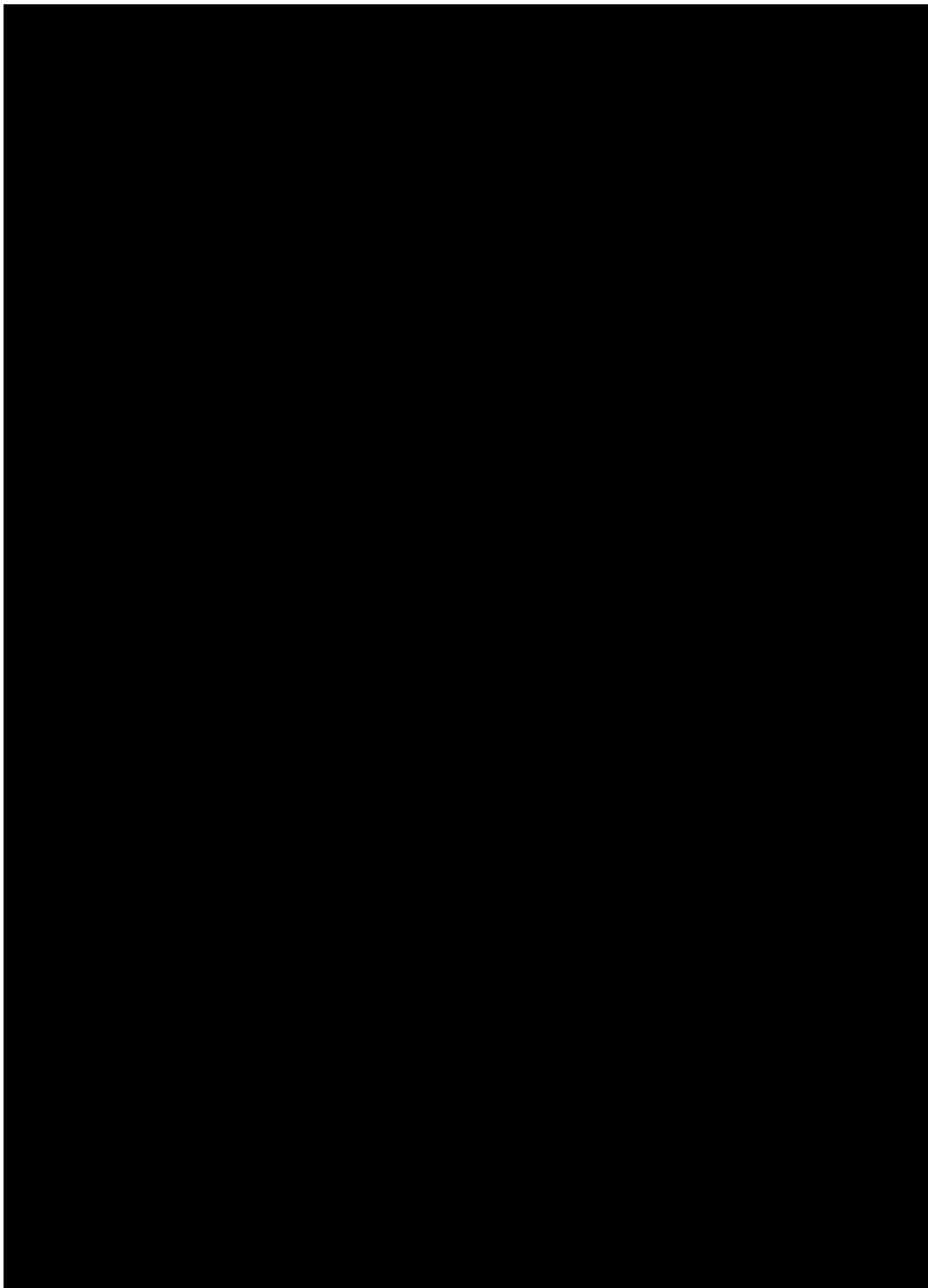
Call-Off Schedule 4 (Call-Off Tender Response)

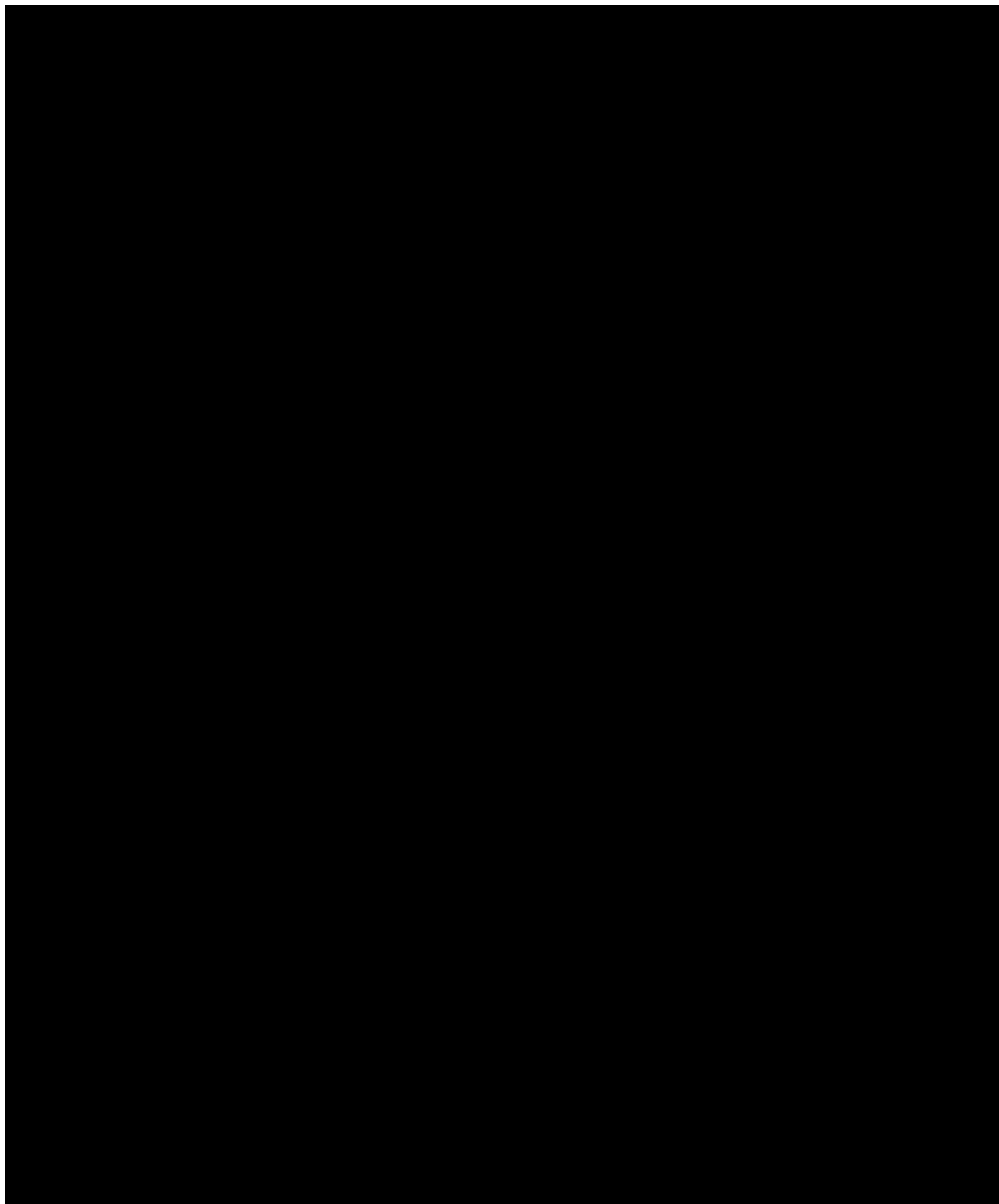












Schedule 12 – Vehicle Lease Call Off Process

Contract Reference: 1720 Fleet Management and Leases

Call Off Reference: Unique call-off request number

Vehicle lease requirements to be completed by the SCW 1720 Contract Manager	
Make	
Model	
Fuel type	Diesel / electric
Ideal lease term start date	
Lease period	
Max annual mileage allowance	
Insurance	Already in place Provision needed via Knowles
Tracker	Already in place Provision needed via Knowles
Signage required	
Service, Maintenance and Repair package	Yes
24-hour Breakdown, Roadside Assistance and Recovery Services	Yes
Bluetooth and Satnav built in	Yes
Ply-lining built in	Yes
Delivery address	
Person taking delivery	
Any other detail	
Completed by (name and job title)	
Date completed	
Date emailed to Knowles 1720 Contract Manager	
Vehicle lease proposal to be completed by Knowles	
Lease details	Embedded
Cost for lease period to include all related expenses and management fee (excl. VAT)	
Monthly lease cost (excl. VAT) (within 10% of initial tender pricing)	<p>£XXX.XX</p> <p>Initial tender pricing for reference:</p> <ul style="list-style-type: none"> Renault Kangoo L1 - ML19 Blue dCi 95 Advance [Safety] Van or similar (white) <ul style="list-style-type: none"> Diesel £ per month excl. VAT Electric £ per month excl. VAT Ford Transit Custom 280 L1 Diesel FWD - 2.0 EcoBlue 110ps H1 Van Trend or similar (white) <ul style="list-style-type: none"> Diesel £ per month excl. VAT Electric £ per month excl. VAT

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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	<ul style="list-style-type: none"> Volkswagon Crafter CR35 MWB Diesel FWD - 2.0 TDI 140PS Commerce Business High Roof Van or similar (white) <ul style="list-style-type: none"> Diesel £ [REDACTED] per month excl. VAT Electric £ [REDACTED] per month excl. VAT
Lease quote valid until	
Any other detail	
Completed by (name and job title)	
Date completed	
Date emailed to SCW 1720 Contract Manager	
Lease proposal to be completed by the SCW 1720 Contract Manager	
Lease details in line with requirements	Yes / No
Monthly lease cost within 10% of initial tender pricing	Yes
Completed by (name and job title)	
Signed	
Date completed	
Date emailed to Knowles 1720 Contract Manager	