**RESTRICTED COMMERCIAL**

**FRAMEWORK AGREEMENT**

**FRAMEWORK SCHEDULE**

**CALL‑OFF TERMS**

MASTER LEASE

CALL OFF CONTRACT SCHEDULE 2 ANNEX 3

PEB/PEB/92802/120035/UKM/

21 October 2010 D1V3

[PART A - MASTER Lease TERMS 4](#_Toc275432111)

[1. GENERAL PROVISIONS 4](#_Toc275432112)

[2. Vehicle Agreements 12](#_Toc275432113)

[3. SALE AND LEASEBACK 13](#_Toc275432114)

[4. AGREEMENT TO LEASE AND PROVISION OF SERVICES 13](#_Toc275432115)

[5. POSSESSION AND RISK 16](#_Toc275432116)

[6. SUPPLIER'S OBLIGATIONS 16](#_Toc275432117)

[7. Customer'S OBLIGATIONS 20](#_Toc275432118)

[8. GOVERNMENT FRAMEWORKS 23](#_Toc275432119)

[9. PAYMENT AND CONTRACT PRICE 25](#_Toc275432120)

[10. PROTECTION OF INFORMATION 26](#_Toc275432121)

[11. Records and Audit Access 30](#_Toc275432122)

[12. WARRANTIES AND REPRESENTATIONS 31](#_Toc275432123)

[13. LIABILITIES 33](#_Toc275432124)

[14. insurance 35](#_Toc275432125)

[15. TERMINATION 36](#_Toc275432126)

[16. CONSEQUENCES OF EXPIRY OR TERMINATION 38](#_Toc275432127)

[17. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES 39](#_Toc275432128)

[18. HEALTH AND SAFETY 39](#_Toc275432129)

[19. ENVIRONMENTAL REQUIREMENTS 40](#_Toc275432130)

[20. Prevention of Corruption 40](#_Toc275432131)

[21. DISCRIMINATION 40](#_Toc275432132)

[22. PREVENTION OF FRAUD 40](#_Toc275432133)

[23. TRANSFER AND SUB-CONTRACTING 41](#_Toc275432134)

[24. FORCE MaJEURE 42](#_Toc275432135)

[25. WAIVER 42](#_Toc275432136)

[26. CUMULATIVE REMEDIES 42](#_Toc275432137)

[27. FURTHER ASSURANCES 43](#_Toc275432138)

[28. VARIATION 43](#_Toc275432139)

[29. SEVERABILITY 43](#_Toc275432140)

[30. MISTAKES IN INFORMATION 43](#_Toc275432141)

[31. Supplier'S STATUS 43](#_Toc275432142)

[32. CONFLICTS OF INTEREST 43](#_Toc275432143)

[33. ENTIRE AGREEMENT 44](#_Toc275432144)

[34. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 44](#_Toc275432145)

[35. NOTICES 44](#_Toc275432146)

[36. DISPUTES AND LAW 44](#_Toc275432147)

[ALTERNATIVE AND/OR ADDITIONAL CLAUSES SCHEDULE 47](#_Toc275432148)

[PART B - VEHICLE AGREEMENT 49](#_Toc275432149)

# PART A - MASTER Lease TERMS

## [***Note: Insert full name of Supplier***] (the "**Supplier**") entered into a framework agreement relating to the supply of vehicle leasing services on [***Note: Insert date of agreement***] (**"Framework Agreement"**) with the Minister for the Cabinet Office (“Cabinet Office”) as represented by Crown Commercial Service (“CCS”), a trading fund of the Cabinet Office, whose office is at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP, (**"Authority"**); [***Guidance: The terms above in square brackets will be populated in the contract finalisation phase for each selected supplier.***]

## The Authority created the Framework Agreement (including template Order Form and Call Off Contract) on behalf of certain persons so that they could use it to lease vehicles.

## One (or more) of the persons entitled to use the Framework Agreement has issued an order using the Order Form as provided in the Framework Agreement (the "**Call Off Order**") to the Supplier for the lease of certain vehicles (the "**Vehicles**") and purchase of certain services (the "**Services**" which for the avoidance of doubt shall include the leasing services as applicable). Details of the person who placed the Call Off Order (the "**Customer**"), the Vehicle and the Services are set out in the Vehicle Agreement at Part B of these Master Lease Terms.

## The Supplier agrees to lease the Vehicles and provide the Services to the Customer on and subject to the terms set out in the Call Off Order, Vehicle Agreement and these Master Lease Terms (which three components shall together be referred to as the "**Contract**").

# GENERAL PROVISIONS

## **Definitions**

## In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

|  |  |
| --- | --- |
| **"Actual Delivery Date"** | means the date on which a Vehicle is actually delivered to the Customer; |
| **"Additional Charges"** | means the amounts so specified in paragraph 4.1 of the Vehicle Agreement; |
| **"Additional Clauses"** | shall have the meaning given to it in the Alternative and/or Additional Clauses Schedule to these Master Lease Terms; |
| **"Agreed Collection Point"** | shall have the meaning given to it in Clause 6.8.2; |
| **"Agreement Mileage"** | means the mileage so specified in the Vehicle Agreement (or such other mileage as the Customer and the Supplier may agree from time to time); |
| **"Alternative Clauses"** | shall have the meaning given to it in the Alternative and/or Additional Clauses Schedule to these Master Lease Terms; |
| **"Approval"** | means the prior written consent of the Customer; |
| **"Auditor"** | means the National Audit Office or an auditor appointed by the Audit Commission as the context requires; |
| **"Authority"****“CCS”** | has the meaning set out in paragraph A on the first page of these Master Lease Terms;means Crown Commercial Service, a trading fund of the Cabinet Office; |
| **"Clearance"** | means national security clearance and employment checks undertaken by and/or obtained from Defence Business Services National Security Vetting  |
| **"Code"** | shall have the meaning given to it in clause 10.6.5; |
| **"Collection Agents"** | shall have the meaning given to it in clause 6.8.1 |
| **"Commercially Sensitive Information"** | means the information notified by the Supplier to the Customer in writing (prior to the commencement of this Contract) which has been clearly marked as commercially sensitive information comprising information of a commercially sensitive nature relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss; |
| **"Confidential Information"**  | means the Customer's Confidential Information and/or the Supplier's Confidential Information; |
| **"Contract"** | has the meaning set out in paragraph D on the first page of these Master Lease Terms; |
| **"Contract Price"** | means the Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Supplier by the Customer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract which price shall be no greater than the prices as provided for in the Framework Agreement from time to time; |
| **"Contracting Bodies"** | means the Authority, any person listed in the OJEU Notice and any other person listed in Regulation 3 of the Regulations; |
| **"Crown"** | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **"Customer"** | has the meaning set out in paragraph C on the first page of these Master Lease Terms and shall be the person identified as such in the Vehicle Agreement; |
| **"**Customer Data**"** | means: |
|  | (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: |
|  |  (i) supplied to the Supplier by or on behalf of the Customer; or |
|  |  (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or |
|  | (b) any Personal Data for which the Customer is the Data Controller; |
| **"Customer's Confidential Information"**  | means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know‑How, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential; |
| **"Customer Representative"**  | means the representative appointed by the Customer from time to time in relation to the Contract; |
| **"Data Controller"**  | shall have the same meaning as set out in the Data Protection Act 1998; |
| **"Data Protection Legislation"**  | means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; |
| **"Default"** | means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other Party; |
| **"Delivery"** | means the time at which the Vehicles and/or Services have been delivered to the Delivery Place to the reasonable satisfaction of the Customer and accepted by the Customer and **"Deliver"** and **"Delivered"** shall be construed accordingly; |
| **"Delivery Place"** | means the location where the Vehicles are to be supplied and/or the Services are to be provided as set out in Paragraph 2.2 of the Vehicle Agreement; |
| **"Dispute Resolution Procedure"**  | means the dispute resolution procedure set out in Clause 36.1 (Disputes and Law); |
| **"Due Delivery Date"****"Early Termination"** | means the date so specified in the Vehicle Agreement;means termination arising from the Supplier agreeing to the Customer's request (pursuant to Clause 15.1 (Early Termination) for early termination or termination arising as a result of Default by the Customer; |
| **"Environmental Information Regulations"** | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations; |
| **"Excess"** | shall have the meaning given to it in Clause 7.7.1; |
| **"Fair Wear and Tear"** | shall have the meaning given to it the British Vehicles Rental and Leasing Association (BVRLA) Fair Wear and Tear Guide, copies of which are available on request from the Supplier; |
| **"FOIA"** | means 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"** | means any event or occurrence which is outside the reasonable control of the Party concerned (which is not attributable to any act or failure to take preventative action by that Party) including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man‑made, but excluding: |
|  | (a) any industrial action occurring within the Supplier's or any Sub‑Contractor's organisation;  |
|  | (b) the failure by any Sub‑Contractor to perform its obligations under any Sub‑Contract; and |
|  | (c) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned; |
| **"Framework Agreement"** | has the meaning set out in paragraph A on the first page of these Master Lease Terms; |
| **"Framework Proposal"** | means the Supplier's solution for the provision of the Services as referred to in [***Relevant reference to method statement to be included at contract award***] of schedule 1 of the Framework Agreement; |
| **"Fraud"** | means any offence under any Laws creating offences in respect of fraudulent acts or in relation to the Misrepresentation Act 1967 or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a Contracting Body or the Customer; |
| **"Good Industry Practice"** | means standards, practices, methods and procedures conforming to the Law and the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances; |
| **"Government Frameworks"** | has the meaning set out in Clause 8.1 (Government Frameworks); |
| **"Information"** | has the meaning given under section 84 of the FOIA; |
| **"Intellectual Property Rights" and "IPRs"** | means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, semi-conductor topography rights, domain names and website addresses, trade or business names, rights in Know-How and Confidential Information, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off; |
| **"Know-How"** | means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or the Customer's possession before the date of the Contract; |
| **"Law"** | means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body which the Supplier is bound to comply with; |
| **"Lease Period"** | means, in relation to a Vehicle, the period commencing on the Actual Delivery Date for that Vehicle and ending on the Return Date for that Vehicle unless extended or terminated early in accordance with this Contract; |
| **"LCIA"** | means the London Court of International Arbitration; |
| **"List X"**  | means, in relation to a Sub‑Contractor, one who has been placed on List X in accordance with Ministry of Defence guidelines and procedures, due to that Sub‑Contractor undertaking work on its premises marked as "CONFIDENTIAL" or above; |
| **"Malicious Software"** | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **"Master Lease Terms"** | means the terms and conditions of lease and supply set out in part A of this Contract; |
| **"Mediator"** | shall have the meaning given to it in Clause 36.1.5.1; |
| **"Mileage Adjustment Charge"** | means the adjustment payable by the Customer or Supplier in accordance with the Vehicle Agreement; |
| **"Mileage Rebate"** | means a sum due to the Customer when the actual mileage on a Vehicle at the end of its Lease Period is less than the Agreement Mileage; |
| **"Month"** | means calendar month; |
| **"Net Book Value"** | means the value of a Vehicle from time to time being its purchase price (excluding Road Fund Licence)less an amount equal to the depreciation of the Vehicle, calculated on a straight line basis, at the time a valuation is made (such depreciation to be calculated in accordance with the mechanism set out in the Vehicle Agreement); |
| **"OJEU Notice"** | means the advertisement issued in the Official Journal of the European Union; |
| **"Party"** | means the Customer or the Supplier and **"Parties"** shall be interpreted accordingly; |
| **"Personal Data"**  | shall have the same meaning as set out in the Data Protection Act 1998; |
|  |  |
| **"Process"**  | has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing; |
| **"Quality Standards"** | means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (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 (as may be further detailed in the Vehicle Agreement) and any other applicable quality standards, Government codes of practice and guidance; |
| **"Regulations"** | means the Public Contracts Regulations 2006; |
| **"Rental"** | means the amount so specified in paragraph 4.1 of the Vehicle Agreement; |
| **"Request for Information"**  | a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations; |
| **"Return Date"** | means the date so specified in the Vehicle Agreement or as varied by the application of Clause 4.7 (Agreement to Lease and Provision of Services); |
| **"Services"** | has the meaning set out in paragraph C on the first page of these Master Lease Terms and consist of those services set out in the Framework Agreement as may be supplemented and/or varied by the Vehicle Agreement; |
| **"Settlement Sum"** | means the aggregate of:1. the Termination Sum; and
2. the Total Loss Value of the Vehicle,

lessany monies actually received and retained by the Supplier as payment from the Customer's insurers for the Total Loss; |
| **"Staff"** | means all persons employed or engaged by the Supplier and/or any Sub‑Contractor to perform its obligations under the Contract together with the Supplier's and/or any Sub‑Contractor's servants, consultants, agents, suppliers and Sub‑Contractors used in the performance of its obligations under the Contract; |
| **"Sub‑Contract"**  | means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier facilities, goods or services necessary for the lease of the Vehicles and/or provision of the Services or any part thereof or necessary for the management, direction or control of such lease or other services or any part thereof; |
| **"Sub‑Contractor"** | means the third party with whom the Supplier enters into a Sub‑Contract or its servants or agents and any third party with whom that third party enters into a Sub‑Contract or its servants or agents; |
| **"Supplier"** | has the meaning set out in paragraph A on the first page of these Master Lease Terms and shall be the person identified as such in the Vehicle Agreement; |
| **"Supplier Representative"** | means the representative appointed by the Supplier from time to time in relation to the Contract; |
| **"Supplier's Confidential Information"** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know‑How, personnel and suppliers of 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, including the Commercially Sensitive Information; |
| **"Term"** | means the term of the Framework Agreement as specified in Clause 2 (Term of Framework Agreement) of that Agreement |
| **"Termination Sum"** | means the aggregate of:1. any Rentals due but unpaid up to the date of termination;
2. any other sum due or to become due to the Supplier hereunder by reason of any breach by the Customer prior to the date of termination of any of its obligations hereunder;
3. any pro‑rated Mileage Adjustment Charges (which shall be a negative amount where the Mileage Adjustment Charge is payable by the Supplier to the Customer); and
4. the termination rental charges calculated in accordance with the Vehicle Agreement or, if lower, 50% of the Rentals that would have been payable under this Contract but for such termination;
 |
| **"Total Loss"** | means any event which in the opinion of the insurers of the Vehicle renders the Vehicle incapable of economic repair if it is lost, stolen or destroyed; |
| **"Total Loss Value"** | means the published trade "clean" market value for the month in which the Supplier is notified of the Total Loss; |
| **"Valid Invoice"** | means an invoice issued by the Supplier to the Customer that complies with Clause 9.3.2; |
| **"VAT"** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| **"Vehicle(s)"** | has the meaning set out in paragraph C on the first page of these Master Lease Terms and consist of the vehicle(s) identified as such in the Vehicle Agreement; |
| **"Vehicle Agreement"** | has the meaning set out in paragraph C on the first page of these Master Lease Terms and shall be in the form prescribed by the Customer (or if no such form is prescribed as set out in part B of Schedule 4 of the Framework Agreement) or in an equivalent form as agreed by the Parties from time to time; |
| **"Vehicle Delivery Form"** | means the standard form of delivery advice used by the Supplier;  |
| **"Vehicle Inspection Form"** | means the vehicle inspection form used by the Supplier;  |
| **"Vehicle Supplier"** | means the manufacturer or distributor who supplied the Vehicle to the Supplier; and |
| **"Working Day"** | means any day other than a Saturday, Sunday or public holiday in England and Wales; |
| **"Year"** | means a calendar year |

## Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

### words importing the singular meaning include where the context so admits the plural meaning and vice versa and words importing the masculine include the feminine and the neuter;

### the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

### references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

### headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;

### in the event of and only to the extent of any conflict between the Vehicle Agreement, the Master Lease Terms, any document referred to in any such documents and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

#### the Vehicle Agreement;

#### the Master Lease Terms;

#### any other document referred to in those documents referred to in Clauses 1.2.5.1 and 1.2.5.2 above; and

#### the Framework Agreement.

# Vehicle Agreements

## Each Vehicle Agreement is subject to and shall be deemed to incorporate these Master Lease Terms to the exclusion of any terms and conditions which the Supplier may seek to impose under any quotation, confirmation of order, delivery note, invoice or similar document. By entering into this Contract the Supplier agrees to the application of the Master Lease Terms to each Vehicle Agreement. The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier or elsewhere implied by custom, practice or course of dealing shall not apply.

## The Supplier shall provide written acknowledgement of receipt of the Vehicle Agreement to the Customer by electronic means (or in any other method as the Parties may agree from time to time) as soon as is reasonably practicable but in any event within five (5) Working Days of receipt of the Vehicle Agreement.

## For the avoidance of doubt, each Vehicle Agreement shall survive the expiration or termination of the Framework Agreement.

# SALE AND LEASEBACK

# Not Used

# AGREEMENT TO LEASE AND PROVISION OF SERVICES

## **Lease and Provision of Services**

## In consideration for the payment of the Contract Price, the Supplier shall for the duration of the Lease Period lease the Vehicles and/or provide the Services in a timely manner and in accordance with the requirements notified to the Supplier in the Vehicle Agreement.

## The Supplier shall advise the Customer on the selection and specification of the Vehicles and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the Vehicles will be of sufficient quality and suitable for the requirements of the Customer.

## Where a Vehicle is a conversion, the Supplier shall manage and meet the costs of the conversion work to be carried out in respect of the Vehicle. The Supplier shall obtain appropriate conditions, warranties or guarantees in respect of the Vehicle from the supplier of the conversion services and manage and enforce any warranty claims that may be made in respect of faults arising in the Vehicles or any software failing to function properly or not being correctly licensed to the Customer.

## The Supplier shall give the Customer confirmation of the anticipated Due Delivery Date for each Vehicle within five (5) Working Days of receipt of the Vehicle Agreement. The Supplier shall ensure that it has the ability to receive and confirm Vehicle Agreements electronically via e‑mail in MS Word, Adobe Acrobat or MS Excel format.

## A vehicle order confirmation shall be sent by the Supplier to the Customer within forty-eight (48) hours of receipt of the Vehicle Agreement and such confirmation will confirm the order details including:

### description of the Vehicle ordered;

### details of any optional extras ordered and any conversion work to be carried out;

### anticipated delivery details;

### name and address of the Vehicle Supplier.

## Prior to the Due Delivery Date of any Vehicle the Customer may amend or cancel and remove such Vehicle from the Vehicle Agreement by notifying the Supplier. In the event of any such cancellation:

### in respect of standard specification vehicles, where the Customer gives the Supplier thirty (30) or more days notice in writing before the Vehicle's Due Delivery Date then no payment (including Rentals or Termination Sum) shall be payable by the Customer in respect of such Vehicle;

### in all other circumstances (including where the Vehicle is of a non-standard specification or less than thirty (30) days notice is given), the Supplier will take all reasonable steps to allocate the Vehicle to an alternative driver or customer. If the Supplier is unable to re‑allocate the Vehicle, the Customer shall pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Customer that it has taken all reasonable efforts to minimise such charges.

### Where the amendment or cancellation of a Vehicle Lease is directly or indirectly due to the Supplier’s failure to comply with its obligations under the Vehicle Agreement, the Customer shall have no liability to the Supplier in respect of the amendment or cancellation.

## Should the Customer wish to retain any Vehicle beyond the expiry of its Lease Period then the Customer shall 3 months prior to the end of the Lease Period give notice to the Supplier of that wish and the Supplier shall confirm its agreement, such agreement not to be unreasonably withheld. The Rentals payable in relation to any such extensions shall (unless otherwise agreed between the Parties) be calculated:

### where the extension is for twenty-eight (28) days or less, on a pro rata basis based on the original Rental for the Vehicle and the Parties shall agree (such agreement not to be unreasonably withheld or delayed) the revised Agreement Mileage for that Vehicle as soon as reasonably practicable; or

### where the extension is for more than twenty-eight (28) days, according to the same methodology that was used to calculate the original Rentals.

## **Delivery**

## The Supplier shall provide the Vehicles and/or Services at the Delivery Place or as otherwise reasonably directed by the Customer or the Customer Representative.

## The Supplier shall, at the Supplier's cost, deliver the Vehicles to the Customer in a roadworthy and clean condition on the Due Delivery Date. Early delivery shall only be permitted with the prior agreement of the Customer. Upon delivery, the mileage of each Vehicle must not exceed ninety-nine (99) miles unless, due to the nature of the Vehicle, it is impractical to do so in which event the Supplier shall minimise the delivery mileage and the Supplier shall ensure that any delivery mileage is deducted for the purposes of calculating any excess or under mileage. Upon delivery each Vehicle must contain not less than a quarter a tank of fuel. Any defects to a Vehicle notified to the Supplier by the Customer must be rectified within fourteen (14) days at no cost to the Customer.

## A Vehicle shall only be deemed to be delivered once a duly authorised representative of the Customer signs a delivery note (which shall quote the Supplier's order number and full details of the Vehicle) to confirm Delivery of the Vehicle but any such signature shall not be evidence that the Vehicle complies with the requirements of the Contract.

## If, for any reason, the Customer is unable to take Delivery of a Vehicle on or after the Delivery Due Date the Supplier shall, at its own expense, store or arrange for the storage of the Vehicle for a reasonable time and shall safeguard the Vehicle until actual Delivery.

## The Supplier shall ensure (at its own cost) that each Vehicle is delivered in a new and unused condition unless the Customer requests otherwise. The Customer may at its sole discretion reject a Vehicle which is not in the condition requested and/or in respect of which the Delivery note does not include the required information.

## In the event that a Vehicle and/or Services are not provided by the agreed time or specified date then the Customer shall be entitled to withhold payment of the Contract Price for such Vehicle and/or Services until such time as they are so provided.

## If the Supplier becomes aware that a Vehicle cannot be delivered by the agreed Due Delivery Date or if a Vehicle is not actually delivered by its Due Delivery Date, the Supplier shall inform the Customer of the revised delivery date. Where the Customer has indicated on the Vehicle Agreement that the timing of delivery is critical, the Supplier shall provide an alternative vehicle of the same model or one with equivalent specification by the Due Delivery Date until such time as the Vehicle is delivered. If no alternative vehicle can be supplied by the Supplier by the Due Delivery Date, the Supplier shall meet and promptly refund to the Customer all and any additional costs incurred by the Customer for provision of a vehicle of the same model or one with equivalent specification.

## **Quality**

## The Supplier agrees that the Customer relies on the skill and judgment of the Supplier in the supply of the Vehicles and/or Services and the performance of its obligations under the Contract.

## The Supplier shall ensure that:

### all Vehicles and Services are supplied in accordance and conform in all respects with their technical specification, description and the requirements (if any) provided for in the Framework Agreement and the Framework Proposal (and to the extent that the Framework Proposal conflicts with any other provision of this Contract, then the other provision of this Contract shall prevail (unless otherwise agreed between the Parties);

### all Vehicles are free from defects in design and workmanship and are fit for the purpose that such Vehicles are ordinarily used for and for any particular purpose made known to the Supplier by the Customer and shall be fit for such purpose immediately after Delivery; and

### all Vehicles and Services and its obligations under the Contract at all times conform and are performed in all respects with all applicable Laws, Quality Standards and in accordance with Good Industry Practice. Where applicable the Supplier shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which Vehicles and Services must be provided has not been specified in the Contract, the Supplier shall agree the relevant standard for the provision of the Vehicles and Services with the Customer prior to the supply of the Vehicles and Services commencing.

# POSSESSION AND RISK

## The Customer shall be deemed to have accepted a Vehicle upon signature of a Vehicle Delivery Form and the Lease Period in respect of that Vehicle shall commence unless the Customer notifies the Supplier that the Vehicle is not in accordance with the agreed Vehicle specification or otherwise not in conformity with the requirements of the Vehicle Agreement by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery. Once the Supplier has been notified of non‑acceptance the course of action to be taken will be agreed by both Parties. Except where non‑acceptance is due to Default of the Customer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative Vehicle available for use by the Customer until such time as a Vehicle acceptable to the Customer is delivered. If non‑acceptance is due to the Default of the Customer, the Customer may cancel the Vehicle subject to reasonable cancellation charges being applied.

## From the time of acceptance of a Vehicle, the Customer shall bear the risk of loss or damage to the Vehicle however caused and whether insured or not, provided that the Customer shall not bear the risk of loss or damage:

### caused by the negligence of the Supplier, its Sub-Contractors or its agents; or

### whilst the Vehicle is in the possession of the Supplier including for any maintenance.

## The Supplier shall give the Customer quiet possession of the Vehicle and the Supplier warrants that the Customer may peaceably hold the Vehicle throughout the Lease Period free of any claim from the Supplier or any person acting through the Supplier.

# SUPPLIER'S OBLIGATIONS

## **Maintenance**

## The Supplier shall transfer to the Customer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Vehicles.

## Where the Vehicle Agreement indicates that the maintenance option has been selected, the Supplier will be responsible for the costs of:

### normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time;

### repairs (including punctures) outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, replacement of windscreens or other glass, accident damage or top ups of oil, water, antifreeze, brake and clutch fluids between routine maintenance visits; and

### tyre, battery and exhaust replacements during the Lease Period, except where such replacement is occasioned by the lack of care or abuse of the Vehicle by the Customer. Any tyre, battery or exhaust replaced by the Supplier pursuant to this Clause shall be replaced with new equipment of the same or equivalent specification,

### provided that such costs have been duly authorised by the Supplier and carried out by a service outlet approved by the Supplier.

## In the event that any additional maintenance or repair costs are agreed to be payable by the Customer, the Supplier will advise the Customer as soon as practicable of such costs which should be subject to approval in writing by the Customer and submit an invoice to the Customer within twenty-one (21) days of the cost being incurred.

## **Breakdown and Recovery**

## Where the Vehicle Agreement includes Service, Maintenance and Repair (SMR) the Supplier shall provide full membership to a recognised organisation providing breakdown and recovery and home start service. The minimum level of recovery service shall include:

### a home start service;

### UK roadside assistance; and

### onward transportation of passengers and goods to their final destination.

## **Vehicle Excise Duty ("VED")**

## The Supplier shall ensure that the Vehicle is covered by the valid Vehicle Excise Duty to ensure that no penalty or fine is incurred by the Customer.

## **Indemnity**

## The Supplier shall indemnify the Customer from and against all reasonable damages, costs and expenses suffered or incurred by the Customer whilst the Vehicle is unavailable for use by the Customer due to the negligence or default of the Supplier, its servants or agents.

## **Vehicle Collection**

## At the Supplier's cost, the Supplier shall collect the Vehicle at the expiry of the Lease Period, or any extended period in accordance with clause 4.7 (Agreement to Lease and Provision of Services), or on Early Termination of lease, within five (5) Working Days of the expiry of the Lease Period. A note of the condition and mileage of the Vehicle shall be agreed with the authorised driver or an authorised representative of the Customer at the time of collection and stated on a Vehicle Inspection Form. In the event that the agent appointed by the Supplier fails to collect the Vehicle at the agreed time and collection point, the Supplier shall indemnify the Customer from and against all and any damages, costs, expenses, fines, storage charges, and without limit any other payments or other damage thereby caused.

## **Collection Agents**

## The Supplier shall:

### procure that collection agents responsible for delivery or collection of a Vehicle (**"Collection Agents"**) only contact drivers for directions to locate drivers or to inform them of possible delay and any such contact shall only be made with drivers between the hours of 8.30 am and 6.00 pm;

### procure that under no circumstances will the Supplier or Collection Agents attempt to change the agreed collection points previously agreed with the driver (the **"Agreed Collection Point"**);

### procure that if previously Agreed Collection Points become redundant, alternative collection points will be agreed with the Customer; and

### if the Supplier or the Collection Agent fails to collect the Vehicle at the agreed time and collection point, indemnify the Customer from and against all and any damages, costs, expenses, fines, storage charges and any of the payments or other damage thereby caused,

### and for the avoidance of doubt, the Supplier shall be responsible for the acts and omissions of the Collection Agents in accordance with Clause 23.3 (Transfer and Sub-Contracting).

## The Parties agree that any additional rental payments shall be calculated up to the agreed date of collection of the Vehicle by the Collection Agent.

## **Relief Vehicle**

## If a Vehicle shall become unfit for use and not in a fit state for driving (i.e. not fit for purpose) whilst in the United Kingdom and the Vehicle Agreement states that the Customer requires a relief vehicle, the Supplier shall make a relief vehicle available, for a period up to twenty-eight (28) days for any one event, for the Customer's use within the conditions specified in the Vehicle Agreement.

## The Supplier shall ensure that the relief vehicle shall, where reasonably possible, be a comparable model to the Vehicle which has become unfit for use or purpose. The Customer shall return the relief vehicle as directed by the Supplier within two (2) Working Days of being informed that the original Vehicle is fit for use or purpose. The Customer will use and insure the relief vehicle on the terms specified within this Contract. Relief vehicle mileage will not be added on to the Agreement Mileage.

## Where a Vehicle is withdrawn from service under Clause 6.10 above, if no relief vehicle has been provided by the Supplier within five (5) Working Days of withdrawal, the Rental payments in respect of that Vehicle shall be suspended and shall not resume until a relief vehicle has been provided or the Vehicle has been returned to the Customer. The suspension of such Rentals shall be calculated on a daily basis.

## **Excess / Under Mileage**

## At expiry of the Lease Period or in the event of Early Termination of lease, the Supplier shall examine the odometer of the Vehicle, and in the event of a replacement odometer being fitted, the reading from any previously replaced odometer(s). Any delivery mileage shall be deducted from the odometer reading for the purpose of calculating excess/under mileage.

## Where mileage pooling is required by the Contracting Body, the Supplier shall at the end of the agreed mileage pooling period, calculate the excess/under mileage in accordance with each Vehicles Agreement. All excess/under mileage for the period will be combined in order to determine whether an excess mileage charge is payable or Mileage Rebate is due. Were there is a balance due from or to the Contracting Body a consolidated invoice or payment in full settlement, as appropriate, will be issued by the Supplier within twenty-one (21) days.

## Where mileage pooling is not required by the Contracting Body the Supplier shall calculate the excess/under mileage in accordance with its Vehicle Agreement, to determine whether an excess mileage charge is payable or Mileage Rebate is due. Were there is a balance due from or to the Contracting Body a consolidated invoice or payment in full settlement, as appropriate, will be issued by the Supplier within twenty-one (21) days.

## In the event of Early Termination of lease the relevant proportion shall be the product of dividing the Agreement Mileage by the number of Months on the Lease Period and multiplying by the number of Months leased (to the nearest full Month). An invoice will be issued by the Supplier within twenty-one (21) days of the Return Date.

## **DFT Test**

## The Supplier shall advise the Customer when a Vehicle is due for testing in accordance with the Road Traffic Act 1988 as amended, and regulations thereunder. The Customer shall on receipt of such advice arrange for testing to be carried out. The cost of testing and of any work required in order to obtain a Department for Transport Test Certificate shall be borne by the Supplier to the extent that the cost of such work falls within the responsibility of the Supplier as specified in a Vehicle Agreement. Costs of work outside the Supplier's responsibility shall be borne by the Customer. Where such costs have been notified to the Supplier, the Supplier shall notify the Customer by the next Working Day.

## **Staff**

## The Supplier shall ensure that all Staff:

### possess such qualifications, skills and experience as are necessary for the proper supply of the Vehicles and/or Services and faithfully and diligently perform those duties (and exercise such powers consistent with them) as are from time to time necessary in connection with the proper provision of the Vehicles and/or Services;

### supply the Vehicles and/or Services with all due skill, care and diligence; and

### obey all lawful instructions and reasonable directions of the Customer and provide the Vehicles and/or Services to the reasonable satisfaction of the Customer.

## The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain at, the Delivery Place:

### any member of the Staff; or

### any person employed or engaged by any member of the Staff,

## whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

## At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Delivery Place in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

## Staff engaged within the boundaries of the Delivery Place shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of the Delivery Place.

## The Supplier shall procure that Staff shall at all times during their engagement in the provision of the Services remain servants of the Supplier and the Supplier shall not be relieved of any statutory or other responsibilities in relation to the Staff by virtue of this Contract.

## The Parties acknowledge and agree that where the Contract includes the provision of the Services then the Contract does not constitute a contract of employment. The Supplier shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue and Customs as an employer of the Staff.

## **Miscellaneous**

## If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, the Supplier shall grant an appropriate allowance by way of extension of time. In addition, the Customer will reimburse any additional expense reasonably and properly incurred by the Supplier as a direct and proven result of such disruption.

## The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

# Customer'S OBLIGATIONS

## **Modifications**

## The Customer shall not alter, tamper with or modify any Vehicle without the Supplier's written consent, which shall not be unreasonably withheld or delayed.

## **Limits of Use**

## The Customer shall ensure that, whilst in its control, each Vehicle is:

### not overloaded nor used for sub-hire or reward activities, racing, pace‑making, speed trials, off‑road (unless it is a designated off-road vehicle) or any form of sporting competition; and

### only driven by persons qualified to do so and who hold a valid driving licence and any necessary permits, including an operators licence where appropriate.

## **Total Loss**

## The Customer shall not purport to sell the Vehicle or part with possession or control thereof save to an authorised user in the employment of the Customer and shall not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Vehicle in a manner inconsistent with the Supplier's interest in the Vehicle.

## If any Vehicle is involved in an accident which is not a Total Loss the Customer shall have repairs carried out promptly at the Customer's own expense by either a retailer holding the franchise for the Vehicle or an accredited insurance repair specialist approved by the Supplier. The Customer shall be responsible for ensuring that such repairs are properly carried out.

## Where a Vehicle is declared a Total Loss, the Customer will notify the Supplier immediately and will continue to be liable for the Rentals for the Vehicle until the Settlement Sum is received in full by the Supplier. The Supplier, upon receipt of the Settlement Sum, shall reimburse the Customer all of the Rentals paid by the Customer between the Total Loss notification date and the date of receipt of the Settlement Sum.

## Following notification of a Total Loss, the Customer shall pay as soon as reasonably practicable to the Supplier the Settlement Sum in respect of that Vehicle on the date specified in the advice of the same sent to the Customer.

## **Insurance**

## The Customer shall (unless self insuring):

### insure the Vehicle from the Actual Delivery Date and keep the Vehicle insured during the Lease Period and until the agreed date of collection by the Supplier, or its nominated agent to the full replacement value thereof under a fully comprehensive policy of insurance in the name of the Customer bearing endorsements recording the interest of the Supplier and any other persons the Supplier may nominate as loss payee. The insurance policy referred to above may be subject to such uninsured amount (**"Excess"**) as may be applicable from time to time and the Customer shall indemnify the Supplier against and shall pay to the Supplier on demand the amount of any loss, damage, claim, expense or liability with the Excess;

### punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of such insurance and evidence that all premiums have been duly paid. If the Customer fails to pay any premium the Supplier may do so and the Customer shall reimburse the Supplier;

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

### on termination of a Vehicle Agreement for Total Loss, pay the Termination Sum together with all other sums due on termination. If the Customer pays the Supplier all amounts due on termination for Total Loss the Supplier shall pay to the Customer a refund of Rentals of an amount equal to any insurance proceeds received by it.

## **Maintenance**

## The Customer shall ensure that:

### at all times the Vehicle is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Vehicle is kept clean and in a good state of repair, including the top up between routine maintenance visits of oil, water, antifreeze, brake and clutch fluids; and

### all maintenance work relating to Vehicles, including the replacement of tyres, batteries, exhausts etc is carried out in accordance with the manufacturer's procedures for maintenance and at a service outlet approved by the Supplier.

## **Fines and Penalties**

## The Customer shall pay all fines, fees or penalties relating to Vehicles incurred by any driver of a Vehicle, unless the Customer requires the Supplier to provide a fines administration service. The Supplier shall in all cases return to the Customer any notice or other communication received by it in respect of such fines, fees or penalties.

## **Inspection**

## The Customer shall permit the Supplier, its servants or agents the reasonable facilities, on prior appointment, to inspect any Vehicle in order to ascertain its condition or location as the Supplier may reasonably require.

## **Taking Overseas**

## The Customer shall not take or allow any Vehicle to be taken out of the United Kingdom without the previous written consent of the Supplier, (and provision of document VE103 by Supplier to the Customer) such consent not to be unreasonably withheld or delayed.

## If such consent is granted the Customer shall pay a repatriation insurance premium to an association approved by the Supplier to ensure that the Vehicle can, if necessary, be returned to the United Kingdom without cost to the Supplier. In any event the Customer shall ensure that any Vehicle is not taken outside of the United Kingdom for a period in excess of twenty-eight (28) days.

## **Actions upon Termination of Lease or Expiry of Lease Period**

## On expiry of the Lease Period or in the event of Early Termination of lease in respect of any Vehicle the Customer shall:

### make the Vehicle available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Contract until such time as the Vehicle is actually collected by the Supplier which the Supplier shall do promptly;

### complete a Vehicle Inspection Form with the Supplier on the Return Date and ensure that the Vehicle is returned and that the Vehicle is in a condition consistent with its age and mileage making due allowance for Fair Wear and Tear. All personal effects of the driver or any other items belonging to the Customer are to be removed;

### if the Supplier advises the Customer that the Vehicle is not in such good condition, pay to the Supplier such amount as may be agreed as the cost of such rectification. In the event of any dispute regarding the condition of the Vehicle, an independent assessment shall be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Customer. Any such consultant shall act as an expert and not as an arbitrator and whose decision shall be final;

### in the event of a dispute the Vehicle or other acceptable form of evidence acceptable to the Customer must be held by the Supplier until an independent assessment has been made in accordance with Clause 7.13.3 above. The costs of the independent consultant shall be borne equally between the Customer and the Supplier provided that both parties act reasonably at all times during the dispute;

### in the event of damage to any Vehicle the Supplier must forward an invoice to the Customer within twenty-one (21) days following the Return Date. In the case of dispute the Customer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute will be resolved in accordance with Clause 36.1.

# GOVERNMENT FRAMEWORKS

## The Supplier acknowledges that the Authority, the Customer and/or any person on their behalf may from time to time notify the Supplier of contracts which may assist the Supplier in its supply of the Services (**"Government Frameworks"**) which are available (or cease to be available) to the Customer, which the Customer can (or can no longer) grant access to the Supplier. Such notification, or update to it, may include any controls and restrictions which apply to the use of any such contracts and the Supplier agrees to be bound by and comply with any such controls and restrictions as are notified to it from time to time.

## The Supplier shall use the Government Frameworks, when available, in connection with the provision of the Services (including the leasing of the Vehicles) unless (subject to Clause 8.3 below) the Supplier can obtain improved (from the perspective of the Customer) terms for equivalent services from other contracts or arrangements. Where a Government Framework is available to the Supplier but it elects (due to the availability of improved terms as permitted above) to use alternative contracts or arrangements then it will notify the Customer and the Authority of such alternative contracts or arrangements and provide such evidence of improved terms as the Customer and/or the Authority may request.

## Where the Supplier notifies the Customer that it intends to use alternative contracts or arrangements then the Customer shall be entitled to require that the Supplier does not use such alternative but instead uses the Government Framework.

## The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of the Government Frameworks and/or other contracts or arrangements as referred to in Clause 8.2 above shall be passed on for the benefit of the Customer.

## At all times in exercising its rights and carrying out its obligations and responsibilities under this Clause 8 the Supplier shall:

### act in accordance with such procedures, rules and guidance as the Authority, the Customer and/or any person on their behalf may from time to time notify the Supplier;

### comply with all Laws, rules and guidance that apply to the Customer including, without limitation, the European Union public procurement rules;

### act towards the Customer dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Customer under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Customer;

### except as authorised by the Customer, not act in a way which will incur any liabilities on behalf of the Customer, nor pledge the credit of the Customer;

### comply with all reasonable and lawful instructions from the Customer from time to time;

### except where the Government Framework provides for the Supplier to contract on its own account (for example, without limit, where the Supplier is able to obtain the benefit of terms implied into its own contracts), describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Customer;

### provide to the Customer such information as the Customer may from time to time reasonably require in relation to the performance by the Parties pursuant to the Government Framework;

### use all reasonable endeavours to ensure that each supplier under a Government Framework performs its relevant obligations in accordance with each Government Framework; and

### discharge the obligations of the Customer under each Government Framework (including, where required by the Customer, making payments thereunder) as though it were the Customer and in accordance with the terms of each such Government Framework.

## The Parties acknowledge that the Government Frameworks may through the effluxion of time expire or may terminate during the Term. Prior to any Government Framework expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Customer of the same.

## Any amendments which may be required to the Charges or other change to the Contract that may be necessitated pursuant to the operation of this Clause 8 shall be dealt with through Clause 28 (Variation).

## Throughout and after the Lease Period the Supplier shall indemnify the Customer and keep the Customer indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Customer arising from the Supplier's breach of any Government Framework.

## For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework for its own benefit or for any purpose other than as set out in this Clause 8.

## The Customer shall be entitled to terminate this Contract, in accordance with Clause 15.2 (Termination on Default), if the Supplier breaches any of the provisions of this Clause 8.

# PAYMENT AND CONTRACT PRICE

## **Contract Price**

### In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with Clause 9.3(Payment and VAT).

### The Customer shall, in addition to the Contract Price and following delivery by the Customer of a Valid Invoice in respect of VAT, pay the Supplier a sum equal to the VAT chargeable on the value of the Vehicles and/or Services supplied in accordance with the Contract.

### Rentals and Additional Charges quoted on Vehicle Agreements may not be adjusted prior to the Vehicle being delivered.

### Rentals for all delivered Vehicles and Additional Charges will remain fixed for the Lease Period except where varied by amendments to Vehicle Excise Duty or VAT or any other Government legislation beyond the control of the Supplier.

## **Taxation**

### This Contract assumes that the Rentals will not vary in the event of any changes in the rate of corporation or capital allowances or the rules and procedures which apply to their taxation.

## **Payment and VAT**

### The Customer shall pay the Contract Price and all other payments due under this Contract punctually on their due date, by BACS (Bank Automated Clearing System) if the Customer so chooses or by any other automated payment as the Customer may agree with the Supplier. Unless otherwise agreed with the Customer, the Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice to such bank or building society account as notified by the Supplier to the Customer. The Supplier shall accept the Government Procurement Card ("**GPC**") as a means of payment for Vehicles and/or Services if so required by the Customer.

### The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Vehicles and/or Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice and each invoice which contains such information shall be a valid invoice for the purposes of this Clause 9.3.2.

### The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause 9.3.3 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

### The Supplier shall not suspend the supply of the Vehicles and/or Services unless the Supplier is entitled to terminate the Contract under Clause 15.1(Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### Where the Contract provides for payments by the Supplier to the Customer then such payments shall be made, in cleared funds, within a reasonable time unless otherwise specified in the Contract.

## **Recovery of Sums Due**

### Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.

### The Customer shall pay the Contract Price due under this Contract in full without any deduction or withholding.

### The Supplier shall make any payments due to the Customer without any deduction whether by way of set‑off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

# PROTECTION OF INFORMATION

## **Malicious Software**

### The Supplier shall, in connection with the provision of the Vehicles and/or Services, use the latest versions of anti‑virus definitions and software available from an industry accepted anti‑virus software vendor to check for, contain the spread of and minimise the impact of Malicious Software on the Customer (or as otherwise agreed between the Parties).

## **Security of Delivery Place**

### The Supplier shall comply with all reasonable security requirements of the Customer while at the Delivery Place and shall ensure that all Staff comply with such requirements. The Customer shall provide the Supplier upon request with copies of its written security procedures.

## **Customer Data**

### The Supplier shall not delete or remove any proprietary notices contained within or relating to any Customer Data.

### The Supplier shall not store, copy, disclose, or use Customer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Customer.

### If and to the extent that Customer Data is held and/or Processed by the Supplier, the Supplier shall:

#### supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing;

#### take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data; and

#### ensure that any system on which the Supplier holds the Customer Data, including back‑up data, is a secure system.

### If at any time the Supplier suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

## **Confidentiality**

### Except to the extent set out in this Clause 10.4 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

#### treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

#### not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

### Clause 10.4.1above shall not apply to the extent that:

#### such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 10.6 (Freedom of Information);

#### such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

#### such information was obtained from a third party without obligation of confidentiality;

#### such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

#### it is independently developed without access to the other Party's Confidential Information.

### The Supplier may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Vehicles and/or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

### The Supplier shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.

### At the written request of the Customer, the Supplier shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

### Nothing in this Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the information obtained under Clause 11 (Records and Audit Access):

#### to any Crown body or any other Contracting Body on a confidential basis. All Crown bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body;

#### to any consultant, contractor or other person engaged by the Customer or any person conducting a Crown Commercial Service review on a confidential basis;

#### for the purpose of the examination and certification of the Customer's accounts; or

#### for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

### The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or Sub‑Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 10.4.6 above is made aware of the Customer's obligations of confidentiality.

### Nothing in this Clause 10.4 shall prevent either Party from using any techniques, ideas or Know‑How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

## **Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989**

### The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:

#### the Official Secrets Acts 1911 to 1989; and

#### Section 182 of the Finance Act 1989.

### In the event that the Supplier or its Staff fail to comply with this Clause 10.5 the Customer reserves the right to terminate the Contract by giving notice in writing to the Supplier.

## **Freedom of Information**

### The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

### The Supplier shall and shall procure that its Sub‑Contractors shall:

#### transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

#### provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five Working Days (or such other period as the Customer may specify) of the Customer's request; and

#### provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or regulation five (5) of the Environmental Information Regulations.

### The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

### In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

### The Supplier acknowledges that (notwithstanding the provisions of Clause 10.4 above) the Customer may, acting in accordance with the Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**"the Code"**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Vehicles and/or Services:

#### in certain circumstances without consulting the Supplier; or

#### following consultation with the Supplier and having taken their views into account,

provided always that where this Clause 10.6.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

### The Supplier shall ensure that all Information is retained for disclosure in accordance with the provisions of this Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.

### The Supplier acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with Clause 10.6.5 above.

## **Transparency**

### The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA.

### Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety, including from time to time agreed changes to this Contract, to the general public.

### The Customer may consult with the Supplier to inform the Customer's decision regarding any exemptions which the Customer may determine in accordance with clause 10.7.1, but the Customer shall have the final decision in its absolute discretion.

### The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

# Records and Audit Access

## The Supplier shall keep and maintain for six (6) Years after the provision of the Vehicles and/or Services (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Vehicles and/or Services provided under it, and the amounts paid by the Customer.

## The Supplier shall keep the records and accounts referred to in Clause 11.1 above in accordance with Good Industry Practice and generally accepted accounting principles.

## The Supplier shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.

## The Supplier shall provide copies of such records and accounts (together with copies of the Supplier's published accounts) to the Customer and the Auditor during the period from the date of the Vehicle Agreement until the date which is twelve (12) Months after the date of provision of the Vehicles and/or Services.

## The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services or supply of the Vehicles save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.

## Subject to the Customer's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditors with all reasonable co‑operation and assistance in relation to each audit, including:

### all information requested by the Customer within the scope of the audit;

### reasonable access to any relevant place connected to the performance of the Contract and to any equipment used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract; and

### access to the Staff.

## The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 11, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

## The Supplier agrees that the Customer may provide Crown Commercial Service with information relating to the Vehicles and/or Services procured and any payments made under the Contract and the Supplier hereby consents to Crown Commercial Service:

### storing and analysing such information and producing statistics; and

### sharing such information or any statistics produced using it, with any other Contracting Body.

## In the event that Crown Commercial Service shares the information provided under Clause 11.8 above, any Contracting Body receiving the information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a Contracting Body (unless required by Law).

# WARRANTIES AND REPRESENTATIONS

## The Supplier warrants, represents and undertakes to the Customer that:

### it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;

### it has the right to lease the Vehicles and the Customer shall at all times be entitled to use the Vehicles free from interference by the Supplier or a third party and the Vehicles are free from any charge, lien or other encumbrance;

### in entering the Contract it has not committed any Fraud;

### as at the date of this Contract, all information, statements and representations contained in the tender issued by the Supplier in connection with the Framework Agreement are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to the date of this Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;

### no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

### it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;

### no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

### it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

### in the three (3) Years prior to the date of this Contract:

#### it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and

#### it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

### it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract; and

### all Staff used in connection with the provision of the Vehicles and/or Services will be vetted in accordance with Good Industry Practice and the Quality Standards.

## For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier.

## The Supplier acknowledges and agrees that:

### the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this Contract; and

### the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

## The Supplier shall indemnify the Customer fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, or loss of or damage to property, which is caused directly or indirectly by any act or omission of the Supplier. This clause 12.4 shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage, was not caused or contributed to by this negligence or default, or the negligence or default of its Staff or Sub-Contractors, or by any circumstances within its or their control.

# LIABILITIES

## **Liability**

### Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

#### death or personal injury caused by its negligence or that of its Staff;

#### Fraud or fraudulent misrepresentation by it or that of its Staff;

#### any claim in respect or a breach of Clause 10.4 (Confidentiality); or

#### any other matter which, by Law, may not be excluded or limited.

### Subject to Clause 13.1.3 and Clause 13.1.4 below the Supplier shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

### Subject always to Clause 13.1.1 and Clause 13.1.4, the liability of either Party in contract, tort or negligence for:

#### Defaults resulting in direct loss to the property of the other Party shall be subject to the financial limits set out in paragraph 5.1 of the Vehicle Order; and

#### all other Defaults shall be subject to the financial limits set out in paragraph 5.2 of the Vehicle Order.

### Subject to Clauses 13.1.1 and 13.1.5 and save to the extent such losses are covered by the insurances specified in clause 14, in no event shall either Party be liable to the other for any:

#### loss of profits;

#### loss of business;

#### loss of revenue;

#### loss of or damage to goodwill;

#### loss of savings (whether anticipated or otherwise); and/or

#### any indirect, special or consequential loss or damage.

### Subject to Clause 13.1.3 above, the Customer may, amongst other things, recover as a direct loss:

#### any additional operational and/or administrative expenses arising from the Supplier's Default;

#### any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default;

#### the additional cost of procuring replacement services for the remainder of the Lease Period following termination of the Contract as a result of a Default by the Supplier; and

#### any losses (which the Supplier acknowledges shall include without limitation the Customer's right to bonus payments for achieving certain targets in respect of energy consumption), costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.

### Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

# insurance

## The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. As a minimum, the Supplier shall ensure that:

### a professional indemnity insurance policy is held (which provides cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier) which has a minimum limit of indemnity as is appropriate in accordance with Good Industry Practice;

### public liability insurance adequate to cover all risks in the performance of this Contract from time to time is held with a minimum limit of five million pounds sterling (£5,000,000) for each and every claim or such higher limit as is set out in the Enabling Agreement Order or as the Customer may reasonably require (and as required by Law) from time to time; and

### employers' liability insurance is held with a minimum limit of indemnity of such amount as may be required by Law from time to time.

## The Supplier shall ensure that the insurance policies referred to in clauses 14.1.2 and 14.1.3 each contain:

### a clause waiving the insurers' subrogation rights against the Authority, its employees and agents; and

### an indemnity to principals clause for the benefit of the Customer.

## The Supplier shall ensure that the professional indemnity insurance referred to in clause 14.1.1 is maintained continuously from the Commencement Date for a period of three (3) Years following the Expiry Date or the date of termination, as appropriate.

## All insurance premiums and excesses or deductibles in relation to such policies shall be the responsibility of the Supplier.

## The Supplier shall give the Customer, on request and in any event no less frequent than annually, copies of all insurance policies referred to in this Clause 14 or a broker's verification of insurance to demonstrate that the appropriate cover is in full force and effect, together with receipts or other evidence of payment of the latest premiums due under those policies.

## If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

## The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability it may have under this Contract.

# TERMINATION

## **Early Termination**

### The Supplier agrees that the Customer shall have the right to terminate the Vehicle prior to the end of its lease agreement by notice in writing to the Supplier at any time provided that:

#### where the Customer exercises such right by giving at least thirty (30) days notice in writing and the number of Vehicles terminated in any Year under the Vehicle Agreement or any other agreement with the Supplier pursuant to the Framework Agreement is equal to or less than 10% of the number of Vehicles leased by the Supplier to the Customer at the beginning of that Year then a payment will be due to the Customer or the Supplier in accordance with Clause 16.1 (Consequences of Expiry or Termination); and

#### in all other circumstances the Customer shall make a payment to the Supplier in accordance with Clause 16.33 (Consequences of Expiry or Termination).

## **Termination on Default**

### The Supplier may terminate the leasing of any Vehicle and repossess the Vehicle by giving written notice to the Customer at any time if the Customer does not pay the Contract Price in respect of such Vehicle within fourteen (14) days of the due date for payment and the Supplier has notified the Customer of such failure to pay and the Customer does not then pay such amount within a further fourteen (14) days following the date of such notice.

### The Supplier may terminate the Vehicle Agreement and repossess the Vehicles by giving written notice to the Customer at any time if:

#### the Customer does not observe any of its material obligations under this Contract and fails to remedy the situation to the reasonable satisfaction of the Supplier within thirty (30) days of the date on which the Supplier brought the situation to the attention of the Customer, or

#### there occurs in relation to any other agreement between the Parties any event (including breach) that could put in jeopardy the Supplier's ownership or other rights in the Vehicle.

### The Customer may terminate the leasing of any Vehicle with or without terminating the Vehicle Agreement at any time if:

#### the Supplier does not observe any of its obligations under this Contract and fails to remedy the situation to the reasonable satisfaction of the Customer within thirty (30) days of the date on which the Customer brought the situation to the attention of the Supplier, or

#### there occurs in relation to any other agreement between the Parties any event (including breach) that could either put in jeopardy the Supplier's ownership or other rights in the Vehicle.

## **Termination on Insolvency**

### The Customer may terminate the Contract with immediate effect by giving notice in writing to the Supplier where in respect of the Supplier:

#### a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

#### a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding‑up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

#### a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

#### a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

#### an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

#### it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

#### being a "small company" within the meaning of Section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

#### any event similar to those listed in Clause 15.3.1.1 to 15.3.1.7 above occurs under the law of any other jurisdiction.

## **Termination on Breach of Specified Clauses**

### The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

#### where the conduct prohibited in clauses 20 (Prevention of Corruption) or 22 (Prevention of Fraud) has occurred; or

#### where the Supplier fails to comply with Clause 10.4 (Confidentiality) or Clause 10.5 (Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989).

# CONSEQUENCES OF EXPIRY OR TERMINATION

## **Payment for Early Termination**

## Where Clause 15.1.1.1 applies the standard early termination charges will apply for passenger motor vehicles and light commercial vehicles up to 3.5 tonnes that have not been subject to conversion the Supplier shall invoice the Contracting Body as appropriate within twenty one (21) days following the termination:

## The following table indicates the number of month’s rental that will be invoiced by the Supplier to the Contracting Body as a result of early terminating the vehicle. These charges are based on the length of the vehicle lease and at which point during the lease period the vehicle is early terminated.

|  |  |
| --- | --- |
| YEAR OF TERMINATION | VEHICLE CONTRACT TERM |
| 2 YEARS | 3 YEARS | 4 YEARS | 5YEARS |
| YEAR 1 | 2 months  | 5 months | 6 months | 7 months |
| YEAR 2 | 1 month | 3 months | 4 months | 5 months |
| YEAR 3 |  | 1 month | 2 months | 3 months |
| YEAR 4 |  |  | 1 month | 2 months |
| YEAR 5 |  |  |  | 1 month |

## Where Clause 15.1.1.1 applies, the early termination charges for all converted vehicles and commercial vehicles over 3.5 tonnes will be calculated in accordance with 16.2.1. the Supplier shall invoice the Contracting Body as appropriate within twenty one (21) days following agreement of the charges.

### the Vehicles' Net Book Value; less

### any advance Rentals paid by the Customer; less

### the sales proceeds of the Vehicle or, if the Supplier does not sell any Vehicle, the "clean" value of that Vehicle as calculated in accordance with the Vehicle Agreement as at the date of termination,

## Where Clause 15.1.1.2 applies or where the Contract is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 15.1.1.1) the Customer shall within thirty (30) days of the termination pay to the Supplier, by way of agreed liquidated damages, the Termination Sum.

## The Supplier agrees that any payments made pursuant to Clause 16.1, 16.2 or 16.3 above shall be the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those Clauses.

## If termination is caused by the Customer's breach of the Contract the Customer agrees that the amount payable above is intended to be a genuine pre‑estimate of the loss which the Supplier will have suffered as a result of such breach.

## Where the Customer terminates the Contract under Clauses 15.2, 15.3 or 15.4 (Termination) and then makes other arrangements for the supply of the Vehicles and/or Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer. The Customer shall take reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clauses 15.2, 15.3 or 15.4 (Termination), no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

## Save as otherwise expressly provided in the Contract:

### termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

### termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses: 9.3 (Payment and VAT), 9.4 (Recovery of Sums Due), 10.4 (Confidentiality), 10.5 (Official Secrets Acts 1911 to 1989), 10.6 (Freedom of Information), 11 (Records and Audit Access), 14 (Insurance), 16 (Consequences of Expiry or Termination), 20 (Prevention of Corruption), 26 (Cumulative Remedies), 32 (Conflicts of Interest) and 36 (Disputes and Law).

# PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

# Not Used

# HEALTH AND SAFETY

## The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Delivery Place and which may affect the Supplier in the performance of its obligations under the Contract.

## While at the Delivery Place, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

## The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract at the Delivery Place where that incident causes any personal injury or damage to property which could give rise to personal injury.

## The Supplier shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working at the Delivery Place in the supply of the Services under the Contract.

## The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the Customer on request.

# ENVIRONMENTAL REQUIREMENTS

## The Supplier shall perform its obligations under the Contract in accordance with the Customer's environmental policy, which is 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.

# Prevention of Corruption

## The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Customer or any other public body or person employed by or on behalf of the Customer any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Contract or any other contract with the Customer or any other public body or person employed by or on behalf of the Customer (including its award to the Supplier, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The Supplier shall not, in relation to any contract with the Customer, commit any offence under the Prevention of Corruption Acts 1889 to 1916 nor, where the Customer is a local authority, give any fee or reward the receipt of which is an offence under the Local Government Act 1972.

## The Supplier warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract.

## If the Supplier, its Staff or any person acting on the Supplier's behalf, engages in conduct prohibited by Clauses 20.1 or 20.2 above or any other contract with the Customer or any other public body or person employed by or on behalf of the Customer, the Customer may:

### terminate the Contract with immediate effect by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination; and/or

### recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of those Clauses.

# DISCRIMINATION

## The Supplier shall not unlawfully discriminate within the meaning and scope of any Law relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

## The Supplier shall take all reasonable steps to secure the observance of Clause 21.1 above by all servants, employees or agents of the Supplier and all suppliers and sub‑contractors employed in the execution of the Contract.

# PREVENTION OF FRAUD

## The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Supplier (including its shareholders (holding in excess of 50% of the entire issued share capital of the Supplier), members and directors) in connection with the receipt of monies from the Customer.

## The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur in relation to this or any other contract with a Contracting Body or the Customer.

## If the Supplier or its Staff commits any Fraud in relation to this or any other contract with a Contracting Body or the Customer, the Customer may:

### terminate the Contract with immediate effect by giving the Supplier notice in writing and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Vehicles and/or Services and any additional expenditure incurred by the Customer; and/or

### recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this Clause.

# TRANSFER AND SUB-CONTRACTING

## Save for the purpose of securitisation of funds (with the burden and obligations of the lease remaining with the Supplier); the Supplier shall not assign, novate, hold on trust or deal in any way with all or any part of the benefit of, or its rights or benefits under this Contract.

## Subject to any restrictions set out in the Vehicle Agreement and any conditions as the Customer may notify to the Supplier from time to time, the Supplier shall be entitled to sub‑contract its obligations relating to the supply of the Vehicles and Services to any Sub-Contractor.

## The Supplier's selection, appointment and management of all Sub‑Contractors shall be in accordance with the procedure specified in paragraph 2 of Framework Schedule 2 (Sub-Contractors). Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract and the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

## The Supplier shall, unless otherwise agreed with the Customer, ensure that each Sub‑Contract shall include:

### a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer to enforce the terms of that Sub‑Contract as if it were the Supplier;

### a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub‑Contract to the Customer;

### a provision requiring the Sub‑Contractor to enter into a direct confidentiality agreement with the Customer on the same terms as set out in Clause 10.4 (Confidentiality);

### a provision requiring the Sub‑Contractor to comply with protection of data requirements pursuant to Clauses: 10.1 (Malicious Software), 10.2 (Security of Delivery Place) and 10.3 (Customer Data);

### a provision requiring the Sub‑Contractor to comply with the restrictions on corrupt gifts and payments pursuant to Clause 20 (Prevention of Corruption); and

### a provision restricting the ability of the Sub‑Contractor to further sub‑contract elements of the service provided to the Supplier without first seeking the prior written consent of the Customer.

# FORCE MaJEURE

## Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of six (6) Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

## Any failure or delay by the Supplier in performing its obligations under the Contract which results from any failure or delay by an agent, Sub‑Contractor or Supplier shall be regarded as due to Force Majeure only if that agent, Sub‑Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.

## If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 24.1 above it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

# WAIVER

## The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

## No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 35 (Notices).

## A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

# CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

# FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

# VARIATION

No variation of this Contract shall be valid unless it is in writing signed by or on behalf of each of the Parties. The Supplier shall be entitled to change the vehicle specification due to changes in the Law or specification changes made across the range for a specific Vehicle.

# SEVERABILITY

## If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

## In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

# MISTAKES IN INFORMATION

The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Supplier in connection with the provision of the Vehicles and/or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

# Supplier'S STATUS

At all times during the term of this Contract the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

# CONFLICTS OF INTEREST

## The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the Contract.

## The Supplier shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in Clause 32.1 above arises or is reasonably foreseeable.

## The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

## This Clause shall apply during the term of the Contract and for a period of two (2) Years after expiry of the Contract.

# ENTIRE AGREEMENT

## This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

## Without prejudice to Clause 12.1.4, each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of any statement representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out or specifically referred to in the Contract.

## The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

# THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

# NOTICES

## Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

## Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 35.3 below. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

## For the purposes of Clause 35.2 above, the address, email address or fax number of each Party shall be the address, email address and fax number set out in the Vehicle Agreement.

## Either Party may change its address for service by serving a notice in accordance with this Clause.

# DISPUTES AND LAW

## **Dispute Resolution**

### The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the immediate line manager of the Customer Representative and Supplier Representative.

### Nothing in this Dispute Resolution Procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

### If the dispute cannot be resolved by the Parties pursuant to Clause 36.1.1 above the Parties shall refer it to mediation pursuant to the procedure set out in Clause 36.1.5 below unless:

#### the Customer considers that the dispute is not suitable for resolution by mediation; or

#### the Supplier does not agree to mediation.

### The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.

### The procedure for mediation is as follows:

#### a neutral adviser or mediator (**"the Mediator"**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

#### the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;

#### unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

#### if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

#### failing agreement, either of the Parties may invite the Mediator to provide a non‑binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

#### if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to arbitration pursuant to Clause 36.1.6 below.

### If a dispute cannot be resolved by the Parties pursuant to Clause 36.1.5 above the Parties shall refer it to arbitration pursuant to the procedure set out in Cause 36.1.7 below unless the Customer considers that it is not suitable for resolution by arbitration.

### If a dispute is referred to arbitration the Parties shall comply with the following provisions:

#### the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules shall be applied and are deemed to be incorporated into this Contract (save that in the event of any conflict between those rules and this Contract, this Contract shall prevail);

#### the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);

#### the tribunal shall consist of a sole arbitrator to be agreed by the Parties and in the event that the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days or, if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA; and

#### the arbitration proceedings shall take place in London.

## **Governing Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree, subject to Clause 36.1 above, to submit any dispute that arises under or in connection with the Contract to the exclusive jurisdiction of the English courts.

ALTERNATIVE AND/OR ADDITIONAL CLAUSES SCHEDULE

1. **INTRODUCTION**
	1. This schedule specifies alternative clauses (**"Alternative Clauses"**) and additional clauses (**"Additional Clauses"**) that may apply to this Contract. Any such Alternative Clauses and Additional Clauses that are selected in the Vehicle Agreement shall apply to and be deemed to be incorporated into this Contract and for the avoidance of doubt, any that are not selected shall not form part of this Contract. If and to the extent that any Alternative Clauses and Additional Clauses are selected and they conflict with other provisions in the Master Lease Terms then such Alternative Clauses and Additional Clauses shall prevail.
2. **ALTERNATIVE CLAUSES**
	1. **SCOTS LAW**

For Scots Law, make the following changes:

* + 1. Delete Clause 36.2(Governing Law and Jurisdiction) and insert:

**"32.1. Scots law and Jurisdiction**

32.1.1 Subject to the provisions of Clause 32.2, this Contract shall be considered as a Contract made in Scotland, the Customer and the Supplier accept the exclusive jurisdiction of the Scottish Courts and agree that this Contract is to be governed by and construed according to Scots Law.

32.1.2 This Contract shall be binding upon the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees."

* 1. **Northern Ireland law**

For Northern Ireland Law, make the following changes:

4.2.1 Delete Clause 36.2 (Governing Law and Jurisdiction) and insert:

**"32.1** **Law and Jurisdiction of Northern Ireland**

32.1.1 Subject to the provisions of Clause 32.2 this Contract shall be considered as a Contract made in Northern Ireland, the Customer and the Supplier accept the exclusive jurisdiction of the Northern Ireland Courts and agree that this Contract is to be governed by and construed according to Northern Ireland Law.

37.1.2 This Contract shall be binding upon the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees."

4.2.2 Term and Termination

4.2.2.1 In Clause 15.3.1.1 delete “...Section 123 of the Insolvency Act 1986.” and insert [\*\*\* ...Article 103 of the Insolvency (NI) Order 1989. \*\*\*]

4.2.3 Racial Discrimination

4.2.3.1 Delete Clause 21 (Discrimination) and insert:

**"17. DISCRIMINATION**

17.1 The Supplier shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, Fair Employment (NI) Acts 1976 and 1989, the Sex Discrimination (NI) Orders 1976 and 1988, the Equal Pay Act (NI) 1970, or any statutory modification or re‑enactment thereof relating to discrimination in employment.

17.2 The Supplier shall take all reasonable steps to ensure the observance of the provisions of Clause 17.1 by the Sub‑Contractors employed in the execution of this Contract."

**4.3 Non‑crown bodies**

Where the Customer is not a Crown body, Clause 10.5.1.1 should be deleted with “Not used” being inserted.

**4.4 PRIVATE AUTHORITIES**

For Contracts formed with Private Authorities and/or where the Customer is exempt from the FOIA, and the Customer notifies the Supplier accordingly, the following should be inserted to replace Clauses 10.5.1 and 10.5.2;

 "7.5.1 The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA.

 7.5.2 Not used

 7.5.3 Not used."

**5.** **ADDITIONAL** **CLAUSES**

### **NOT USED**

38 **PREVENTION OF FRAUD**

# Not Used PART B - VEHICLE AGREEMENT

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **[       ]** | **Order Number** | **[       ]**To be quoted on all correspondence relating to this Vehicle Agreement |

**FROM**

|  |  |
| --- | --- |
| Customer | **[       ]** "**Customer**" |
| Customer's Address | **[       ]** |
| Invoice Address | **[       ]** |
| Contact Ref: | **Name**: **[       ]Address: [       ]****Phone:** **[       ]****e‑mail: [       ]****Fax: [       ]** |

**TO**

|  |  |
| --- | --- |
| Supplier | **[       ]** "**Supplier**" |
| Supplier's Address | **[       ]** |
| Account Manager | **Name: [       ]****Address: [       ]****Phone: [       ]****e‑mail:** **[       ]****Fax: [       ]** |

|  |
| --- |
| **2. THE VEHICLES AND SERVICES** |
| **(2.1) Vehicles and/or Services****Vehicles**‑ [                                        ]**Quantity of Vehicles**‑ [                                        ]**Services** ‑ [                                        ][***Guidance: Insert details of Vehicles and/or Services which are the subject of the Contract e.g.:**** ***Brief description***
* ***Vehicle registration(s)***
* ***VIN Number***
* ***Capital cost (purchase of chassis and/or conversion cost)***
* ***Details of supplier (manufacturer and/or dealer)***
* ***Details of converter where applicable***
* ***Contract mileage***
* ***Residual value (if any)***
* ***Are recovery services included?***
* ***Is the relief vehicle option included?***
* ***Any pre-delivery conversion sign-off requirements***
* ***Service, Maintenance and Repair included***
 |

|  |
| --- |
| **(2.2) Delivery Place**[                        ][***Guidance: Insert details of the place where the Vehicles are to be delivered to and the Services are to be performed.]*** |
| **(2.3) Date and Time of Delivery**[                        ] (**"Due Delivery Date"**)[***Guidance: Insert details of the date and time when the Vehicles are to be delivered and the Services are to be performed.]*****Is the timing of delivery of the Vehicle critical?****Yes/No**(If yes, then if a Vehicle is not delivered by its Due Delivery Date then the Supplier will (pursuant to Clause 4.14 (Agreement to Lease and Provision of Services) be obliged to provide an alternative vehicle of the same model or one with equivalent specification by the Due Delivery Date until such time as the Vehicle is actually delivered) |
|  |
| **(2.4) Sale and Leaseback****Are the Vehicles provided to the Supplier by the Customer on a sale and leaseback basis?****Yes / No****If yes, the purchase price payable for the Vehicles and the date on which the sale will take place are set out below:****£[ ] Date on which sale shall take place: [ ]****And the Vehicles shall be sold by the Customer to the Supplier in accordance with Clause 3 of the Master Lease Terms.** |

|  |
| --- |
| **3. LEASE**  |
| The Lease Period shall be the period of [ ] months / quarters / years from the Actual Delivery Date until the date which is [ ] months / quarters / years after the Actual Delivery Date (the **"Return Date"**).Extension periods may be agreed between the parties in accordance with the provisions of Clause 4.7 (Agreement to Lease and Provision of Services) of the Master Lease Terms. |

|  |
| --- |
| **4. CONTRACT PRICE AND PAYMENT** |
| **(4.1) The Contract Price shall be made up of the Rentals and the Additional Charges****Rentals payable by the Customer (including any applicable discount but excluding VAT):**[                                        ]**Additional Charges payable by the Customer (including any applicable discount but excluding VAT):**Where the Customer requests and the Supplier provides any of the following services then the Customer shall pay the corresponding charges**Service Additional Charge**[                                        ] [                                        ]***[Guidance: Include relevant price provisions]*** |
| **(4.2) Invoicing and Payment**The Supplier shall issue invoices [monthly]/[quarterly] and the Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 4.2 and the provisions of the Contract. [***Guidance: Also include any specific arrangements relating to method of payment.***] |
| **(4.3) Termination Rental Charges**The termination rental charge shall be calculated as follows:[                        ][***Guidance: Insert mechanism for calculation of termination rental charges.***] |

|  |
| --- |
| **5. LIABILITY** |
| **Subject to the provisions of Clause 13 of the Master Lease Terms:****(5.1)** the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Contract shall in no event exceed the [  ].**(5.2)** the [annual] aggregate liability under the Contract of either Party for all Defaults shall in no event exceed the greater of [£1 million] and 125 per cent of the Contract Price payable by the Customer to the Supplier [in the year in which the liability arises]/[during the term of this Vehicle Agreement.[***Guidance: Consider whether the limitation of liability inserted above is appropriate for the Customer and the size of the Contract. Consider whether the above limit for all Defaults should be an annual aggregate or just an overall aggregate during the term of the Vehicle Agreement and the level it should be set at.***] |

|  |
| --- |
| **6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES** |
| **(6.1)** Alternative and/or Additional Clauses (selected from the schedule in the Master Lease Terms)[                        ]***[Guidance: specify whether any alternative/additional terms set out in the schedule to the Master Lease Terms are needed.]****Potential standard terms could include:****Any specific security provisions which apply******Any applicable KPIs / SLAs******Insurance arrangements******Any alternative termination arrangements which apply e.g. variation of the method of calculating the Termination Sum*****(6.2)** Supplemental provisions in addition to and variations to the Master Lease Terms [                        ][***Guidance: Include any additional clauses required by the Customer above and any variations to the further competition terms.]*** |

**BY SIGNING AND RETURNING THIS VEHICLE ORDER THE SUPPLIER AGREES** to enter a legally binding Contract with the Customer to provide the Vehicles and/or Services. The Parties hereby acknowledge and agree that they have read the Master Lease Terms and the Vehicle Agreement and by signing below agree to be bound by the terms of this Contract.

|  |
| --- |
| **For and on behalf of the Customer:** |
| Name and Title |  |
| Signature |  |
| Date |  |

|  |
| --- |
| **For and on behalf of the Supplier:** |
| Name and Title |  |
| Signature |  |
| Date |  |