

Framework Schedule 1 (Specification)

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

1 Framework Deliverables

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

A. For all Lots and Deliverables

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

B. For Lots 1, 2 and 3 only

This Schedule incorporates

- the terms set out by CCS for the execution of procurement by the Supplier under this Framework Contract, and
- the terms applicable to Supplier Deliverables contained within Call Off Schedule 22 (Lease Terms).

Call Off Schedule 22 (Lease Terms) documents the terms which are specific to the contract hire of an individual vehicle and which Buyers will need to review and agree with the Supplier at the point of Call Off. The Lease Terms from Call Off Schedule 22 which are pertinent to Suppliers are identified and referenced in the footnotes throughout this document for ease of reference.

Buyers will still need to thoroughly review Call Off Schedule 22 in order to understand the requirements that they will need to undertake as a Buyer.

2 Modifications to the Core Terms

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

A. For Lots 1, 2 and 3

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;

- Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

B. For Lot 4 only

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the rental period of any vehicle;
- Clause 10.3.2 does not apply to the Buyer terminating the rental of any vehicle; and
- Clause 11.3 does not apply where the Buyer must pay a settlement sum, a termination sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

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Desirable Deliverables

- 5.7. Enhanced Security
- 5.8. Use of rental vehicles outside of the UK

1 Scope of the Framework Contract

- 1.1 The scope of the Framework Contract covers the United Kingdom of Great Britain and Northern Ireland.
- 1.2 Suppliers appointed to the Framework Contract will be responsible for the provision of
 - a) lease vehicles to Buyers, including the option to provide vehicle service maintenance and repair and other associated services; and/or
 - b) fleet management services, including the management, sourcing and supply of passenger motor cars, light commercial and commercial vehicles
 - c) flexible vehicle rental solutions which are not subject to a contracted term end date and can be cancelled at any time without penalty
- 1.3 CCS placed a prior information notice on 29th June 2018 (reference number 2018/S 123-279460) in the Official Journal of the European Union (OJEU).
- 1.4 The procurement for this Framework Contract has been advertised in the OJEU using the Open Procedure.
- 1.5 The list published in section VI.3 of the OJEU notice provides the Crown Bodies and other Buyers who will be able to access the Deliverables pursuant to this Framework Contract.
- 1.6 The Supplier will be required to provide Services in relation to the supply of Deliverables to Buyers including but not limited to:
 - taking orders for the Deliverables from Buyers in respect of the relevant Lot;
 - undertaking physical delivery of the Deliverables ordered by Buyers in respect of the relevant Lot;
 - provision of service, maintenance and repair;
 - conforming to the Charging Structure;
 - undertaking any billing requirements;
 - undertaking to meet all Buyer requirements;
 - providing a support function to deal with Buyer enquiries and issues;
 - complying with any Performance Indicators, service levels and any reporting requirements;
 - providing a dedicated account management to manage the relationship between the Supplier and Buyer under the Call-Off Contract.
 - complying with CCS Management Information requirements.
- 1.7 The Framework Contract will be managed centrally by CCS and Call-Off Contracts will be managed locally by individual Buyers (or Requesting Bodies).

2 Lot Structure

2.1 The Framework Contract consists of four (4) Lots. The table in paragraph 2.2 below details the types of services available under each Lot. The Deliverables available under each Lot are described separately in each section of this Framework Schedule 1 (Specification).

2.2 A summary of the Lot structure is set out in the table below:

Lot	Description of service
Lot 1	Supply of leased passenger and commercial vehicles up to 3.5 tonnes with related lease management services Suppliers on this Lot will provide the lease of passenger and/or commercial vehicles up to 3.5 tonnes (on an ad-hoc basis or through a fixed term, sole supply fleet management relationship) and other associated services.
Lot 2	Supply of leased light, medium and heavy commercial vehicles with related lease management services Suppliers on this Lot will provide the lease of commercial vehicles (on an ad-hoc basis or through a fixed term, sole supply fleet management relationship) and other associated services.
Lot 3	Provision of independent, end to end fleet management services for passenger and commercial vehicles using multiple suppliers and funding arrangements, excluding directly funding vehicles themselves. Suppliers on this lot will offer: i) a managed service to the Buyer, with sole responsibility for providing Fleet Management services for the Buyer's fleet. Suppliers will provide vehicles on contract hire (or other funding arrangements) ii) a fully inclusive, end to end fleet management service which is not connected to a leasing contract
Lot 4	Provision of flexible vehicle rental solutions for passenger, commercial and heavy vehicles Suppliers on this lot will offer customised, flexible vehicle rental solutions, typically of a minimum duration of 28 days and with the facility to amend or terminate with no charge to the Buyer, other than the cost of any vehicle modifications that have been undertaken.

3 DELIVERABLES FOR LOTS 1 AND 2

The scope of Lots 1 and 2 is outlined in paragraph 2.2. The Mandatory Deliverables that fall within the scope of Lots 1 and 2 are described below in sections 3.1 to 3.5 and the Desirable Deliverables are described in sections 3.6 to 3.14.

Mandatory Deliverables

3.1 Order and supply of vehicles

3.1.1 Terms and conditions of vehicle supply

- 3.1.1.1 In consideration of the payment of the Lease Payments, the Supplier will hire the vehicle to the Buyer in a timely manner and in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Order.¹
- 3.1.1.2 The Supplier will support the ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure).
- 3.1.1.3 Each Order is subject to and incorporates the Lease Terms in Schedule 22. No other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.²
- 3.1.1.4 The Supplier agrees that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.³

3.1.2 Vehicle Sourcing

- 3.1.2.1 The Supplier acknowledges and agrees that they will act as a Requesting Body⁴ for eligible Buyers in order to source vehicles from the RM6060 Vehicle Purchase framework or any subsequent commercial arrangement provided by Crown Commercial Service.
- 3.1.2.2 When acting as a Requesting Body on behalf of a Buyer, the Supplier shall ensure that any discount realised by sourcing vehicles through the RM6060 vehicle Purchase framework is built into the lease cost and the benefit passed in full to the Buyer. The Supplier acknowledges and agrees to provide evidence to the Buyer and/or CCS if requested.

3.1.3 Vehicle Funding and Payment Profiles

- 3.1.3.1 The Supplier shall provide Contract Hire with or without maintenance as the principal funding mechanism for vehicles.
- 3.1.3.2 The Supplier shall have the ability to provide alternative funding options

¹ Call Off Schedule 22 (Lease Terms) 6.1

² Call Off Schedule 22 (Lease Terms) 4.1

³ Call Off Schedule 22 (Lease Terms) 4.2

⁴ Defined Terms - Joint Schedule 1 (Definitions)

when requested by the Buyer.

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

- a) Annual in advance;
- b) Quarterly in advance;
- c) Monthly in advance;
- d) Quarterly in arrears;
- e) Monthly in arrears.

3.1.4 **Vehicle Quotations**

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

- Quotation reference number;
- Invoice amount excluding VAT against payment profile;
- vehicle make, model and derivative;
- vehicle options included;
- Lease period;
- Annual lease mileage;
- Excess mileage rate;
- Annual SMR cost (if included);
- vehicle residual value excluding VAT;
- Finance rate applied;
- Quotation expiry date.

3.1.4.2 The Supplier shall ensure that all quotations generated by the Supplier for Buyers remain valid for 30 days, subject to manufacturer price increases.

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

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

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

3.1.4.6 For Lot 1 only, the Supplier shall ensure that quotations are facilitated via the CCS Fleet Portal, as set out in Framework Schedule 4 (Framework Management).

3.1.5 **Vehicle Orders**

3.1.5.1 The Supplier must send a confirmation of the Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within forty-eight (48) hours of receipt of the Order and the

confirmation will confirm the order details including:⁵

- a description of the vehicle ordered;
- details of any optional extras ordered and any conversion work to be carried out;
- the anticipated delivery details; and
- the name and address of the Supplier.

3.1.5.2 For the avoidance of doubt, each vehicle Order survives the expiration or termination of the Framework Contract.⁶

3.1.5.3 The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the vehicle will be of sufficient quality and suitable for the requirements of the Buyer.⁷

3.1.5.4 The Supplier shall ensure that all vehicles are brand new and unused, other than for delivery mileage, unless otherwise specified by the Buyer.

3.1.5.5 The Supplier shall provide vehicles of a fuel train specified by the Buyer.

3.1.5.6 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Buyer.

3.1.5.7 The Supplier shall provide weekly updates (or other frequency specified by the Buyer) to the Buyer on the progress of the Order, which shall include the estimated date of delivery.

3.1.5.8 The Supplier shall liaise with the Buyer's fleet management provider, and any other legacy fleet supplier where required, in order to coordinate and update vehicle deliveries or any other relevant fleet activity.

3.1.5.9 For vehicles procured under Lot 2 of this Framework Contract only, the Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, and shall be included in the owner's manual.

3.1.5.10 The Supplier shall make available the option for a temporary pre-contract vehicle to be provided pending delivery of their ordered vehicle when requested by the Buyer and agreed as part of the Call-Off Contract.

3.1.6 Amending or Cancelling an Order

3.1.6.1 Before the Due Delivery Date of any vehicle, the Buyer can amend or cancel and remove a vehicle from an Order by notifying the Supplier.⁸

⁵ Call Off Schedule 22 (Lease Terms) 4.3

⁶ Call Off Schedule 22 (Lease Terms) 4.4

⁷ Call Off Schedule 22 (Lease Terms) 6.2

⁸ Call Off Schedule 22 (Lease Terms) 6.3

- 3.1.6.2 For standard specification vehicles, the Buyer can cancel any Order or part of any Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered vehicle to an alternative customer. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.⁹
- 3.1.6.3 In all other circumstances, the Supplier will take all reasonable steps to allocate the vehicle to an alternative buyer. If the Supplier is unable to re-allocate the vehicle, the Buyer must 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 Buyer that the Supplier has taken all reasonable efforts to minimise such charges.¹⁰
- 3.1.6.4 Where the amendment or cancellation of an Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.¹¹
- 3.1.6.5 If the Buyer wants to keep any vehicle after the expiry of the current Lease Period then the Buyer must give written notice to the Supplier 1 Month prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated:¹²
- 3.1.6.5.1 where the extension is for twenty-eight (28) days or less, proportionately 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; or¹³
- 3.1.6.5.2 where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Rentals.¹⁴

3.1.7 **Delivery of Vehicles**

- 3.1.7.1 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each vehicle within five (5) Working Days of receipt of the vehicle Order.¹⁵
- 3.1.7.2 The Supplier shall deliver vehicles to any address within the UK, as

⁹ Call Off Schedule 22 (Lease Terms) 6.3.1

¹⁰ Call Off Schedule 22 (Lease Terms) 6.3.2

¹¹ Call Off Schedule 22 (Lease Terms) 6.3.3

¹² Call Off Schedule 22 (Lease Terms) 6.4

¹³ Call Off Schedule 22 (Lease Terms) 6.4.1

¹⁴ Call Off Schedule 22 (Lease Terms) 6.4.2

¹⁵ Call Off Schedule 22 (Lease Terms) 6.5

specified in the Order.

- 3.1.7.3 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.
- 3.1.7.4 The Supplier can only deliver the vehicle before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.¹⁶
- 3.1.7.5 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 Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative vehicle of the same specification or one with equivalent specification by the Due Delivery Date until the time as the vehicle is actually delivered. If the Supplier cannot supply an alternative vehicle by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a vehicle of the same specification or one with equivalent specification.¹⁷
- 3.1.7.6 The Supplier will deliver the vehicle to the Delivery Place or as otherwise reasonably directed by the Buyer.¹⁸
- 3.1.7.7 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
- 3.1.7.8 The Supplier shall provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date when requested by the Buyer, including any additional information that the Buyer may reasonably require.
- 3.1.7.9 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Contract.
- 3.1.7.10 The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:
- vehicle handbook or equivalent;
 - service log book or access to an equivalent electronic mechanism;
 - driver information pack including, but not limited to, the driver Support Services contact number as outlined in 3.2.1.26; and
 - safety pack including, but not limited to, a warning triangle and high visibility jacket
- 3.1.7.11 The Supplier will deliver the vehicle to the Buyer in a roadworthy, good working and clean condition on the Due Delivery Date.¹⁹
- 3.1.7.12 The Supplier shall ensure that all vehicles meet showroom standards of

¹⁶ Call Off Schedule 22 (Lease Terms) 6.9

¹⁷ Call Off Schedule 22 (Lease Terms) 6.15

¹⁸ Call Off Schedule 22 (Lease Terms) 6.6

¹⁹ Call Off Schedule 22 (Lease Terms) 6.7

cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified or agreed with the Buyer) with:

- no more than 100 miles on the odometer;
- not less than a quarter of a tank of fuel (battery charge for electric and other vehicles to be agreed with the Buyer at Call-Off);
- two sets of keys;
- the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
- without defects

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

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

3.1.7.14 A vehicle is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the vehicle) to confirm delivery of the vehicle but that signature is not evidence that the vehicle complies with the requirements of the Order.²⁰

3.1.7.15 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must arrange for the safe storage of the Equipment until actual delivery.²¹

3.1.7.16 If the Supplier does not deliver the vehicle by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that vehicle until the time when the Supplier actually delivers it.²²

3.1.7.17 Any defects to a vehicle which are notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.²³

3.1.7.18 The Buyer can at its sole discretion reject a vehicle which is not in the condition requested in the Order and/or in respect of which the delivery note does not include the required information.²⁴

3.1.8 **Converted or Modified Vehicles**

²⁰ Call Off Schedule 22 (Lease Terms) 6.11

²¹ Call Off Schedule 22 (Lease Terms) 6.12

²² Call Off Schedule 22 (Lease Terms) 6.14

²³ Call Off Schedule 22 (Lease Terms) 6.10

²⁴ Call Off Schedule 22 (Lease Terms) 6.13

- 3.1.8.1 The Supplier acknowledges and agrees that the Buyer may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Buyer. Where the Buyer requires such conversions, the Supplier shall procure the required conversion works from the vehicle manufacturer or a Subcontractor.
- 3.1.8.2 The Supplier shall ensure that any converted or modified vehicle meets all legislative requirements prior to delivery to the Buyer, including but not limited to, Type Approval and Certificate of Initial Fitness (COIF) as applicable.
- 3.1.8.3 The Supplier acknowledges and agrees that repairs or replacements to converted or modified elements of a vehicle will be at the Supplier's expense and treated in the same manner as SMR included in Lease as set out in paragraph 3.2.1.
- 3.1.8.4 The Supplier shall ensure that any exclusions to paragraph 1.8.3 are clearly identified to the Buyer at the point the Call-Off Contract is entered into.

3.1.9 **Title, Possession and Risk**

- 3.1.9.1 The Supplier acknowledges that the vehicle is the property of the Supplier at all times and the Buyer will not have any right, title or interest in or to the vehicle apart from the right to possess and use the vehicle in accordance with the Call-Off Contract.²⁵
- 3.1.9.2 The Supplier acknowledges that the Buyer accepts a vehicle by signing a delivery form and the Lease Period for that vehicle starts unless the Buyer notifies the Supplier that the vehicle is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Order by telephone and confirmed in writing within seventy-two (72) hours of delivery. Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.²⁶
- 3.1.9.3 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative vehicle available for use by the Buyer until the time that the Supplier actually delivers an acceptable vehicle to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Order relating to that vehicle but must pay reasonable cancellation charges to the Supplier.²⁷
- 3.1.9.4 From the time of acceptance of a vehicle, the Buyer bears the risk of loss or damage to the vehicle however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:²⁸
 - 3.1.9.4.1 caused by the negligence of the Supplier, its Subcontractors or its agents; or²⁹

²⁵ Call Off Schedule 22 (Lease Terms) 7.1

²⁶ Call Off Schedule 22 (Lease Terms) 7.2 and 7.3

²⁷ Call Off Schedule 22 (Lease Terms) 7.4

²⁸ Call Off Schedule 22 (Lease Terms) 7.5

²⁹ Call Off Schedule 22 (Lease Terms) 7.5.1

3.1.9.4.2 while the Supplier has possession of the vehicle, including for any maintenance.³⁰

3.1.9.5 The Supplier must give the Buyer quiet possession of the vehicle and the Supplier warrants that the Buyer can peaceably hold the vehicle throughout the Lease Period free of any interference from the Supplier or any person acting through the Supplier.³¹

3.2 Service, Maintenance and Repair (SMR)

3.2.1 SMR included with the Lease

3.2.1.1 The Supplier shall provide a vehicle with SMR included when requested by the Buyer.

3.2.1.2 The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.

3.2.1.3 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the vehicle.³²

3.2.1.4 Where the Buyer selects the maintenance option in the Order, the Supplier is responsible for the costs of:³³

3.2.1.4.1 normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time; and³⁴

3.2.1.4.2 any vehicle Specific Maintenance, provided that the costs have been duly authorised by the Supplier and a service outlet approved by the Supplier carries out the maintenance.³⁵

3.2.1.5 If the Supplier replaces any tyre, battery or exhaust during vehicle Specific Maintenance, the replacement tyre, battery or exhaust must be new and of the same or equivalent specification.³⁶

3.2.1.6 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Buyer.

3.2.1.7 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations in relation to the Buyer's requirements to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.

3.2.1.8 The Supplier shall use a network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.

³⁰ Call Off Schedule 22 (Lease Terms) 7.5.2

³¹ Call Off Schedule 22 (Lease Terms) 7.6

³² Call Off Schedule 22 (Lease Terms) 8.1

³³ Call Off Schedule 22 (Lease Terms) 8.2

³⁴ Call Off Schedule 22 (Lease Terms) 8.2.1

³⁵ Call Off Schedule 22 (Lease Terms) 7.2.2

³⁶ Call Off Schedule 22 (Lease Terms) 8.3

- 3.2.1.9 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Buyer.
- 3.2.1.10 The Supplier shall undertake effective cost control and ensure that end of contract damage costs are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>
- 3.2.1.11 The Supplier shall investigate any maintenance, repair or invoice that is not to the Buyer's satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 3.2.1.12 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle.
- 3.2.1.13 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Buyer.
- 3.2.1.14 The Supplier shall notify the Buyer in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle.
- 3.2.1.15 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, unless otherwise agreed with the Buyer.³⁷
- 3.2.1.16 The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Buyer and/or driver.
- 3.2.1.17 The Supplier shall replace tyres once the tread has reached a minimum of 2mm. Where the vehicle has been identified by the Buyer as being used for blue light purposes, the Supplier shall replace tyres at a minimum of 2.6mm, unless otherwise agreed by the Buyer.
- 3.2.1.18 The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
- 3.2.1.19 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
- Direct with a dealer;
 - Direct through a dedicated service helpline;
 - Online system or mobile applications.

³⁷ Call Off Schedule 22 (Lease Terms) 8.4

- 3.2.1.20 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Buyer has provided 14 calendar days' notice of the requirement.
- 3.2.1.21 When the Buyer has included the requirement for a relief vehicle as part of their Call-Off Contract, the Supplier shall ensure that a replacement vehicle is made available to the Buyer in the event of unplanned maintenance or repair.
- 3.2.1.22 Where the Buyer has not included a relief vehicle as part of the lease, the Supplier shall ensure that they are able to provide a daily rental vehicle.
- 3.2.1.23 When requested by the Buyer, the Supplier shall provide a delivery and collection service where the Buyer has provided at least 14 days' notice.
- 3.2.1.24 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Buyer of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:
- communicated to the Buyer
 - minimised and acted upon to reduce the impact to the Buyer and/or the driver of the vehicle
- 3.2.1.25 The Supplier shall undertake supply chain management throughout the duration of the Framework Contract to ensure that both continuity of supply, and quality services are provided for all Buyers. Suppliers should also refer to Joint Schedule 6 - Key Subcontractors.
- 3.2.1.26 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.

3.2.2 SMR not included in the Lease

- 3.2.2.1 The Supplier shall provide a vehicle without SMR included, when requested by the Buyer.
- 3.2.2.2 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the vehicle.³⁸
- 3.2.2.3 The Supplier shall provide the option for the Buyer to utilise the Supplier's support network when necessary utilising negotiated prices for the service, maintenance and repair of their vehicles. This will be invoiced on an as and when used basis.

3.2.3 Breakdown, Roadside Assistance and Recovery Services

- 3.2.3.1 The Supplier shall provide services for recovery and breakdown repair

³⁸ Call Off Schedule 22 (Lease Terms) 8.1

24 hours a day 365 days per year (366 days in a leap year) at no additional cost. This shall include, but is not limited to:

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

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

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

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

3.2.4 Relief Vehicles

3.2.4.1 If, whilst in the United Kingdom, a vehicle becomes not fit for any of the purposes for which a vehicle of its type is commonly used and the Order states that the Buyer requires relief vehicles, the Supplier must make relief vehicles available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight (28) days for any one event.³⁹

3.2.4.2 The Supplier must provide a relief vehicles that is, where reasonably possible, a comparable model to the vehicle which has become unfit for purpose.⁴⁰

3.2.4.3 The Buyer must return the relief vehicle as directed by the Supplier within two (2) Working Days of being informed that the original vehicle is fit for all of the purposes for which a vehicle of its type is commonly used.⁴¹

3.2.4.4 The Buyer must use and insure the relief vehicle on the terms specified within this Call-Off Contract. Relief vehicle mileage will not be added on to the Agreement Mileage.⁴²

3.2.4.5 Where a vehicle is withdrawn from service under paragraph 3.2.4.1 above, if the Supplier does not provide a relief vehicle to the Buyer within five (5) Working Days of withdrawal, the Rentals in respect of that vehicle are suspended and do not resume until a relief vehicle has been

³⁹ Call Off Schedule 22 (Lease Terms) 8.9

⁴⁰ Call Off Schedule 22 (Lease Terms) 8.10

⁴¹ Call Off Schedule 22 (Lease Terms) 8.11

⁴² Call Off Schedule 22 (Lease Terms) 8.12

provided or the vehicle has been returned to the Buyer. The suspension of Rentals is calculated on a daily basis.⁴³

3.2.5 Vehicle Downtime

- 3.2.5.1 The Supplier shall notify the Buyer of any expected downtime of a vehicle.
- 3.2.5.2 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle.
- 3.2.5.3 If it is deemed necessary to retain the vehicle beyond the forecasted downtime period, the Supplier shall ensure that the delay is communicated to the Buyer and/or driver of the vehicle within agreed timescales determined by the Buyer; and minimised as far as reasonably possible.

3.2.6 Damage and Total Loss

- 3.2.6.1 If any vehicle is involved in an accident which is not a Total Loss the Buyer must have repairs carried out promptly at the Buyer's own expense by either a retailer holding the franchise for the vehicle or an accredited insurance repair specialist approved by the Supplier. The Buyer is responsible for ensuring that those repairs are properly carried out.⁴⁴
- 3.2.6.2 Where a vehicle is declared a Total Loss, the Buyer must notify the Supplier immediately and will continue to be liable for the Rentals for the vehicle until the Supplier receives the Settlement Sum in full. When they receive the Settlement Sum, the Supplier must reimburse the Buyer all of the Rentals paid by the Buyer between the Total Loss notification date and the date of receipt of the Settlement Sum.⁴⁵
- 3.2.6.3 Following notification of a Total Loss, the Buyer must 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 Buyer.⁴⁶

3.2.7 MOT Management

- 3.2.7.1 The Supplier shall provide the Buyer with an effective and efficient process for the management of the renewal of MOT's in order to minimise vehicle downtime.
- 3.2.7.2 The Supplier shall provide sufficient notification and reminders to the Buyer prior to the MOT due date to enable arrangements for vehicle testing to be made.
- 3.2.7.3 The Supplier shall provide a reminder to the Buyer 48 hours prior to the vehicle's MOT scheduled due date, if the vehicle does not have a MOT booked.

⁴³ Call Off Schedule 22 (Lease Terms) 8.13

⁴⁴ Call Off Schedule 22 (Lease Terms) 9.5

⁴⁵ Call Off Schedule 22 (Lease Terms) 9.6

⁴⁶ Call Off Schedule 22 (Lease Terms) 9.7

3.2.7.4 The Supplier shall provide immediate notification to the Buyer of any vehicles without a valid MOT in place.

3.2.7.5 The Supplier shall provide immediate notification to the Buyer of any vehicles which have failed an MOT test and the required remedial and retest requirements.

3.2.8 Indemnity

3.2.8.1 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.⁴⁷

3.3 Termination or Expiry of a Lease

3.3.1 Termination of the Lease

3.3.1.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any vehicle with immediate effect by giving written notice to the Buyer if:⁴⁸

3.3.1.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;

3.3.1.1.2 is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

3.3.1.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

3.3.1.2 The hire of a vehicle terminates automatically if a Total Loss occurs in relation to the Vehicle.⁴⁹

3.3.1.3 At any time, the Buyer can terminate the hire of any vehicle by giving 10 days' written notice to the Supplier.⁵⁰

3.3.2 Payment on Expiry or Termination

3.3.2.1 Where section 3.3.1 "Termination of the Lease" applies and the vehicle is a passenger motor vehicle or a light commercial vehicle up to 3.5 tonnes that has not been subject to conversion, the standard early termination charges apply and the Supplier must invoice the Buyer as appropriate within twenty one (21) days following the termination. The

⁴⁷ Call Off Schedule 22 (Lease Terms) 8.5

⁴⁸ Call Off Schedule 22 (Lease Terms) 10.1, 10.1.1 - 10.1.3

⁴⁹ Call Off Schedule 22 (Lease Terms) 10.2

⁵⁰ Call Off Schedule 22 (Lease Terms) 10.3

following table⁵¹ indicates the number of Month's rental that the Supplier can invoice to the Buyer as a result of the lease of a vehicle being terminated early based on the length of the vehicle lease and at which point during the Lease Period the lease of the vehicle is early terminated.⁵²

YEAR OF TERMINATION	SCHEDULED LEASE PERIOD			
	2 YEARS	3 YEARS	4 YEARS	5 YEARS
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

3.3.2.2 Where section 3.3.1 "Termination of the Lease" applies and the vehicle is a converted vehicle or a commercial vehicle over 3.5 tonnes, the early termination charges will be calculated in accordance with this paragraph 3.3.2.2. The Supplier must, if the balance is positive, invoice or, if the balance is negative, credit the Buyer within twenty-one (21) days the balance of:⁵³

3.3.2.2.1 the vehicle's Net Book Value; less⁵⁴

3.3.2.2.2 any advance Rentals paid by the Buyer; less⁵⁵

3.3.2.2.3 the sales proceeds of the Equipment or, if the Supplier does not sell the Equipment, the "clean" value of that vehicle as calculated in accordance with the Call-Off Contract as at the date of termination.⁵⁶

3.3.2.3 The number of vehicles terminated under the payment terms under these payment terms, in any rolling 12 month period, cannot exceed 10% of the total cumulative number of vehicles actively on lease with the Supplier. Terminated vehicles above this 10% cap will revert to the calculation in accordance with paragraph 3.3.2.2.⁵⁷

3.3.2.4 Where section 3.3.1 "Termination of the Lease" applies or where the lease of a vehicle is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within thirty (30) days of the termination pay the

⁵¹ also see Framework Schedule 3 (Pricing)

⁵² Call Off Schedule 22 (Lease Terms) 11.2

⁵³ Call Off Schedule 22 (Lease Terms) 11.3

⁵⁴ Call Off Schedule 22 (Lease Terms) 11.3.1

⁵⁵ Call Off Schedule 22 (Lease Terms) 11.3.2

⁵⁶ Call Off Schedule 22 (Lease Terms) 11.3.3

⁵⁷ Call Off Schedule 22 (Lease Terms) 11.1

Supplier the Termination Sum by way of agreed liquidated damages.⁵⁸

3.3.2.5 The Supplier agrees that any payments made pursuant to paragraphs 3.3.2.1, 3.3.2.2 or 3.3.2.3 above is the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those paragraphs.⁵⁹

3.3.2.6 Where the Buyer terminates the Call-Off Contract under Clause 10.4 of the Core Terms and then makes other arrangements for the supply of the vehicle, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10.4 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.⁶⁰

3.3.3 Handing back the vehicle

3.3.3.1 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Supplier will require the Buyer to:

3.3.3.1.1 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly;⁶¹

3.3.3.1.2 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and mileage making due allowance for Fair Wear and Tear;⁶²

3.3.3.1.3 remove all personal effects and any other items belonging to the Buyer;⁶³

3.3.4 Collection of the Vehicle

3.3.4.1 At the Supplier's cost, the Supplier must collect the vehicle from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period.⁶⁴

3.3.4.2 The Supplier must agree a note of the condition and mileage of the vehicle with the authorised representative of the Buyer at the time of collection and state the condition and mileage on an inspection form.⁶⁵

⁵⁸ Call Off Schedule 22 (Lease Terms) 11.4

⁵⁹ Call Off Schedule 22 (Lease Terms) 11.5

⁶⁰ Call Off Schedule 22 (Lease Terms) 11.6

⁶¹ Call Off Schedule 22 (Lease Terms) 9.14.1

⁶² Call Off Schedule 22 (Lease Terms) 9.14.2

⁶³ Call Off Schedule 22 (Lease Terms) 9.14.3

⁶⁴ Call Off Schedule 22 (Lease Terms) 8.6

⁶⁵ Call Off Schedule 22 (Lease Terms) 8.7

- 3.3.4.3 If Supplier does not collect the vehicle at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.⁶⁶

3.3.5 Condition and Damage

- 3.3.5.1 The Supplier acknowledges and agrees that assessments relating to a vehicle's condition and damage will be made in line with the British Vehicles Rental and Leasing Association (BVRLA) Fair Wear and Tear Guide.
- 3.3.5.2 The Supplier acknowledges and agrees that if the Supplier notifies the Buyer that the vehicle is not in the condition required under paragraph 3.3.3.1.2, the Buyer will pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the vehicle, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final.⁶⁷
- 3.3.5.3 The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at call-off.
- 3.3.5.4 In the event of a dispute, the vehicle or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with paragraph 3.3.5.2 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute.⁶⁸
- 3.3.5.5 The Supplier acknowledges and agrees that the following Damage Waiver will apply to any costs chargeable to the Buyer as set out in Framework Schedule 3 (Framework Prices):
- Passenger vehicles and commercial vehicles up to 3.5 tonnes - £150
 - Commercial vehicles over 3.5 tonnes - £250
- 3.3.5.6 In the event of damage to any vehicle the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date, unless otherwise agreed with the Buyer. In the case of dispute the Buyer 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 must be resolved in accordance with Clause 34 of the Core Terms.⁶⁹

3.3.6 Excess / Under Mileage

⁶⁶ Call Off Schedule 22 (Lease Terms) 8.8

⁶⁷ Call Off Schedule 22 (Lease Terms) 9.14.4

⁶⁸ Call Off Schedule 22 (Lease Terms) 9.14.5

⁶⁹ Call Off Schedule 22 (Lease Terms) 9.14.6

- 3.3.6.1 At expiry of the Lease Period or if the lease of any vehicle is terminated early, the Supplier must examine the odometer of the vehicle, and in the event of a replacement odometer being fitted, the reading from any previously replaced odometer(s). The Supplier must subtract any delivery mileage from the odometer reading for the purpose of calculating Excess/under Mileage.⁷⁰
- 3.3.6.2 Where the Buyer requires mileage pooling, the Supplier must at the end of the agreed mileage pooling period, calculate the Excess/under Mileage in accordance with each Order. All Excess/under Mileage for the period will be combined in order to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.⁷¹
- 3.3.6.3 Where mileage pooling is not required by the Buyer the Supplier shall calculate the Excess/under Mileage in accordance with its Call-Off Contract, to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.⁷²
- 3.3.6.4 If the lease is terminated early, the relevant proportion of the Lease Period for calculating Excess/under Mileage is the product of dividing the Agreement Mileage by the number of Months on the scheduled Lease Period and multiplying by the number of Months actually leased (to the nearest full Month). The Supplier must issue an invoice within twenty-one (21) days of the Return Date.⁷³

3.3.7 Vehicle Decommissioning

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

3.4 Managing the Buyer's Account

3.4.1 Contract Management

- 3.4.1.1 The Supplier shall manage the Buyer's Call-Off Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
- 3.4.1.2 The Supplier's Account Manager shall ensure that all relevant documentation relating to the Buyer's fleet operation are maintained and updated at all times.

⁷⁰ Call Off Schedule 22 (Lease Terms) 8.14

⁷¹ Call Off Schedule 22 (Lease Terms) 8.15

⁷² Call Off Schedule 22 (Lease Terms) 8.16

⁷³ Call Off Schedule 22 (Lease Terms) 8.17

- 3.4.1.3 The Supplier shall provide a helpdesk facility to assist the Buyer's drivers with queries regarding the services provided under the Call-Off Contract.
- 3.4.1.4 The Supplier shall monitor the mileage of the Buyer's vehicles and make recommendations' which may include, but are not limited to, re-utilisation of the Buyer's vehicles, contract term variation and/or contract mileage variation.
- 3.4.1.5 If the Supplier identifies that a vehicle lease is forecast to exceed it's contracted mileage limit by 20% or more by the end of the contract term, and the Buyer confirms that the pattern of usage will continue, the Supplier may impose a variation to the Buyer's Lease Contract Terms for the remaining period based on the revised forecast. This may include a variation to the Rental Payments as agreed with the Buyer.

3.4.2 Fines, Penalties and Charges

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

3.4.3 Management Information

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

3.4.4 Consolidated Invoicing

- 3.4.4.1 The Supplier shall provide consolidated invoicing where required by the Buyer.
- 3.4.4.2 Where required, the Supplier shall manage the validation and payment of invoices on behalf of the Buyer. This may include, but is not limited to, the processing of payments from other legacy lease providers.
- 3.4.4.3 The Supplier shall invoice using electronic invoicing systems where required by the Buyer.

3.5 Legislation and Policy

3.5.1 Legislative Requirements

- 3.5.1.1 The Supplier shall ensure that vehicles supplied pursuant to this Framework Contract comply with Type Approval Law, in line with the

timeframes specified by the EU Directive, European Community Whole vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

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

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

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>

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

3.5.2 Policy Requirements

- 3.5.2.1 The Supplier acknowledges and agrees that in leasing vehicles, central government Buyers are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to electrify 25% of in scope vehicles in central government department fleets by 2022. The GBS focus on encouraging the purchasing and leasing of the cleanest vehicles. The current standards are accessible via the web link:

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

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

- 3.5.2.3 The Supplier shall conform to the quality management standards such as EFQM and ISO 9000 series, specified by the Buyer as part of the Ordering procedure.

- 3.5.2.4 The Supplier shall comply with the following, at all times, during the term of this Framework Contract and until the last Call-Off Contract expires:

- BS EN ISO 14001 Environmental Management System standard or equivalent; and
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>

3.5.3 Sustainability

- 3.5.3.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability, which requires consideration of commercial needs and making a positive impact on society and the environment, both locally and globally, as detailed in Joint Schedule 5 (Corporate Social Responsibility).
- 3.5.3.2 The Supplier shall reduce or continue to reduce the environmental impact of their operations throughout the term of this Framework Contract.
- 3.5.3.3 The Supplier shall support the Buyer in meeting their obligations to the Greening Government Commitments, which are accessible via the following web link:

<http://sd.defra.gov.uk/gov/green-government/commitments/>

3.5.4 Social Value and Community Benefits

- 3.5.4.1 The Supplier shall comply with the social value or community benefits Deliverables set out in the Call-Off Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.

Desirable Deliverables

3.6 Sole Supply Fleet Management Services

3.6.1 Sole Supply Fleet Management

- 3.6.1.1 The Supplier shall provide fleet management services to the Buyer to ensure that optimum efficiencies in the operation of the Buyer's fleet are obtained, in accordance with Call-Off Schedule 3 (Continuous Improvement), Call-Off Schedule 16 (Benchmarking) and other Call-Off Schedules agreed.
- 3.6.1.2 The Supplier acknowledges and agrees that when entering into a Call-Off Contract with a Buyer to deliver sole supply fleet management under Lot 1 of this Framework Contract, the mandatory and desirable clauses described in Lot 3 of this Framework Contract will apply with the exception of section 11 (Sale and Leaseback and other funding methods).
- 3.6.1.3 The Supplier's Account Manager shall work proactively and with the Buyer to develop strategies and initiatives to:
- secure cost savings
 - deliver efficiencies relating to the optimisation of the Buyer's fleet operation, fleet profile or the procedures in place to manage the

Buyer's account

- improve environmental efficiencies
- support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)

3.6.2 Sale and Leaseback and Other Funding Methods

3.6.2.1 The Supplier shall provide a sale and lease back service when requested by the Buyer.⁷⁴

3.6.2.2 The Supplier shall provide alternative payment profiles when requested by the Buyer as part of a further competition.

3.7 Supplementary Vehicle Rental Solutions

3.7.1 The supplier shall provide supplementary vehicle rental solutions where this service complements the Supplier's provision of leased vehicles to the Buyer.

3.7.2 The Supplier shall provide supplementary vehicle rental solutions where supporting Buyers establish a holistic approach to fleet management, in contracting for vehicles in the optimum way.

3.8 Salary Sacrifice Schemes (Lot 1 only)

3.8.1 The Supplier shall provide a lease vehicle salary sacrifice scheme when requested by the Buyer.

3.8.2 The Supplier shall:

- ensure that the scheme complies with all legislative requirements
- consider and mitigate the Buyer's financial risk;
- include as a minimum: insurance, servicing and maintenance, breakdown cover and accident management;
- assist with the production and distribution of marketing material to promote the benefits of the scheme.

3.9 Management of Private Usage Schemes (Lot 1 only)

3.9.1 The Supplier shall undertake the management of private usage schemes when requested by the Buyer.

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

3.10 Enhanced Security

3.10.1 The Supplier acknowledges and agrees that there may be a number of the Buyer's vehicles involved in law enforcement and covert operations that require a higher level of security in addition to the security requirements detailed in the Core Terms Clauses 14 "Data Protection" and 15 "What you must keep confidential". In order to ensure that the Buyer's personal safety and the operation the vehicle is involved in are not put at risk it is essential that the

⁷⁴ Call Off Schedule 22 (Lease Terms) 5.1

Supplier and their Subcontractors safeguard all information relating to the Buyer's vehicle fleet.

3.10.2 The Supplier and their Subcontractors shall provide a higher level of security, as agreed with the Buyer, throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the vehicles, the identity of the drivers and the operational effectiveness. This may include the requirement to keep the Buyer's details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Subcontractors.

3.10.3 The Supplier shall comply with the Buyer's personnel vetting policy and standard operating procedures.

3.10.4 The Supplier shall be expected to provide a list of personnel who will access the Buyer's data and communicate via all available means with the Buyer's personnel and third party repairers as part of the fleet management function.

3.10.5 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer's data and/or vehicles upon satisfactory vetting clearance from the Buyer.

3.10.6 The Supplier shall ensure that they and all third party repairers, service providers and suppliers apply adequate and proper security controls and conform to the Buyer's enhanced security requirements when in temporary possession of the Buyer's vehicles and any other asset requiring this level of security.

3.10.7 Where a customer has further specific security requirements, they shall be outlined within the Call-Off Contract and the Supplier shall adhere to them.

3.11 **Fleet Consultancy**

3.11.1 The Supplier shall provide consultancy services to improve the fleet's financial and operational performance to the Buyer when required.

3.12 **Fuel Card Management**

3.12.1 The Supplier shall implement a process for the management of the Buyer fuel cards when requested by the Buyer. This includes but is not limited to:

- liaison with fuel card suppliers to ensure effective operation of the fuel card scheme
- cancellation of cards with the fuel card supplier immediately upon notification of loss or theft
- issue of new and replacement cards to the driver

3.13 **Supply and/or Use of Leased Vehicles outside of the UK**

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

3.13.2 The Supplier shall allow vehicles to be taken outside of the UK mainland when requested by the Buyer.

3.14 **Gain Share**

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

4 DELIVERABLES FOR LOT 3

The scope of Lot 3 is outlined in paragraph 2.2. The mandatory Deliverables are described below in sections 4.1 to 4.7 and the desirable Deliverables are described in sections 4.8 to 4.16.

Mandatory Deliverables

4.1 Supply of Services

4.1.1 Supply of Fleet Management Services

- 4.1.1.1 The Supplier shall provide fleet management services to the Buyer to ensure that optimum efficiencies in the operation of the Buyer's fleet are obtained, in accordance with Call-Off Schedule 3 (Continuous Improvement), Call-Off Schedule 16 (Benchmarking) and other Call-Off Schedules agreed.
- 4.1.1.2 The Supplier agrees that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing does not apply.⁷⁵

4.1.2 Vehicle Sourcing

- 4.1.2.1 The Supplier shall source the Buyer's vehicle Lease requirements using Lots 1 and 2 of this Framework as an independent fleet management provider, unless better value from alternative sources can be demonstrated.
- 4.1.2.2 The Supplier shall source the Buyer's vehicle purchase requirements from the RM6060 Vehicle Purchase framework or any other subsequent commercial arrangements unless better value from alternative sources can be demonstrated.
- 4.1.2.3 The Supplier acknowledges and agrees that the Buyer may obtain their own vehicle quotations from the CCS Fleet Portal, place their own orders and then pass the subsequent vehicle management to the Supplier.
- 4.1.2.4 The Supplier shall co-operate with the Buyer's other Suppliers in all aspects of the sourcing requirement in order to provide full visibility to the Buyer.
- 4.1.2.5 The Supplier shall ensure that any manufacturer price decreases during the quotation period are passed to the Buyer.

4.1.3 Fleet Management System

- 4.1.3.1 The Supplier shall provide the Buyer with access to information regarding the operation of their fleet through an online management

⁷⁵ Call Off Schedule 22 (Lease Terms) 4.2

system.

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

4.1.4 Managing the Buyer's Existing Fleet

- 4.1.4.1 The supplier shall manage the Buyer's existing owned and leased fleet vehicles when requested and agreed at Call-Off.
- 4.1.4.2 The Supplier acknowledges and agrees that the management of the Buyer's existing fleet may include the checking, processing and payment of third party invoices.
- 4.1.4.3 The Supplier acknowledges and agrees that processes undertaken which involve the payment of invoices on behalf of the Buyer will be recharged by the Supplier to the Buyer as part of an agreed invoicing process.

4.1.5 Implementation and Transition of Services

- 4.1.5.1 The Supplier shall produce an implementation plan when requested by the Buyer. This should include, but not be limited to:
 - key activities and management of the implementation period of the contract;
 - resources allocated by the Supplier.
- 4.1.5.2 The Supplier shall work with the Buyer's existing Suppliers and any other third parties in order to effect a seamless transition of service.

This includes, but is not limited to:

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

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

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

4.1.6 Delivery of vehicles

4.1.6.1 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each vehicle within five (5) Working Days of receipt of the vehicle Order.⁷⁶

4.1.6.2 The Supplier shall deliver vehicles to any address within the UK, as specified in the Order and in accordance with the Charges set out in Framework Schedule 3 (Framework Prices).

4.1.6.3 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.

4.1.6.4 The Supplier can only deliver the vehicle before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.⁷⁷

4.1.6.5 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 Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative vehicle of the same specification or one with equivalent specification by the Due Delivery Date until the time as the vehicle is actually delivered. If the Supplier cannot supply an alternative vehicle by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a vehicle of the same specification or one with equivalent specification.⁷⁸

4.1.6.6 The Supplier will deliver the vehicle to the Delivery Place or as otherwise reasonably directed by the Buyer.⁷⁹

4.1.6.7 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.

4.1.6.8 The Supplier shall provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date when requested by the Buyer, including any additional information that the

⁷⁶ Call Off Schedule 22 (Lease Terms) 6.5

⁷⁷ Call Off Schedule 22 (Lease Terms) 6.9

⁷⁸ Call Off Schedule 22 (Lease Terms) 6.15

⁷⁹ Call Off Schedule 22 (Lease Terms) 6.6

Buyer may reasonably require.

- 4.1.6.9 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are carried out on all vehicles supplied pursuant to this Framework Contract.
- 4.1.6.10 The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:
- vehicle handbook or equivalent;
 - service log book or access to an equivalent electronic mechanism;
 - driver information pack including, but not limited to, the driver Support Services contact number as outlined in 4.2.1.26; and
 - safety pack including, but not limited to, a warning triangle and high visibility jacket
- 4.1.6.11 The Supplier will deliver the vehicle to the Buyer in a roadworthy, good working and clean condition on the Due Delivery Date.⁸⁰
- 4.1.6.12 The Supplier shall ensure that all vehicles meet showroom standards of cleanliness and are delivered to the Buyer at the point of delivery (unless otherwise specified or agreed with the Buyer) with:
- no more than 100 miles on the odometer;
 - not less than a quarter of a tank of fuel (battery charge for electric and other vehicles to be agreed with the Buyer);
 - two sets of keys;
 - the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Buyer; and
 - without defects
- 4.1.6.13 The Supplier shall ensure that a handover is provided for all vehicles, which shall include:
- providing a full explanation of the controls and features of the vehicles;
 - completing and signing a delivery sheet or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
 - providing a hard or electronic copy of the delivery sheet to the Buyer.
- 4.1.6.14 A vehicle is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the vehicle to confirm delivery of the vehicle but that signature is not evidence that the vehicle complies with the requirements of the Order.⁸¹

⁸⁰ Call Off Schedule 22 (Lease Terms) 6.7

⁸¹ Call Off Schedule 22 (Lease Terms) 6.11

- 4.1.6.15 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must arrange for the safe storage of the Equipment until actual delivery.⁸²
- 4.1.6.16 If the Supplier does not deliver the vehicle by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that vehicle until the time when the Supplier actually delivers it.⁸³
- 4.1.6.17 Any defects to a vehicle which are notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.⁸⁴
- 4.1.6.18 The Buyer can at its sole discretion reject a vehicle which is not in the condition requested in the Order and/or in respect of which the delivery note does not include the required information.⁸⁵

4.1.7 Converted or Modified vehicles

- 4.1.7.1 The Supplier acknowledges and agrees that the Buyer may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Buyer. Where the Buyer requires such conversions, the Supplier shall procure the required conversion works from the vehicle manufacturer or a Subcontractor.
- 4.1.7.2 The Supplier shall ensure that any converted or modified vehicle meets all legislative requirements prior to delivery to the Buyer, including but not limited to, Type Approval and Certificate of Initial Fitness (COIF) as applicable.
- 4.1.7.3 The Supplier acknowledges and agrees that repairs or replacements to converted or modified elements of a leased vehicle will be at the Supplier's expense and treated in the same manner as SMR included in Lease as set out in paragraph 4.2.1. The Supplier shall ensure that any exclusions are clearly identified to the Buyer at the point the Call-Off Contract is entered into.
- 4.1.7.4 The Supplier shall pursue all warranty and post warranty claims for repairs or replacements to converted or modified elements of the Buyer's owned vehicles that are covered by a manufacturer warranty on behalf of the Buyer.
- 4.1.7.5 The Supplier acknowledges and agrees that repairs or replacements to converted or modified elements of vehicles owned by the Buyer that are not covered by a manufacturer warranty will be at the Buyer's expense.
- 4.1.7.6 The Supplier shall use a network of repairing agents for repairs or replacements to converted or modified elements of the Buyer's owned vehicles who shall ensure that all repairs are in accordance with recognised industry standards.
- 4.1.7.7 The Supplier shall undertake effective maintenance cost control and

⁸² Call Off Schedule 22 (Lease Terms) 6.12

⁸³ Call Off Schedule 22 (Lease Terms) 6.14

⁸⁴ Call Off Schedule 22 (Lease Terms) 6.10

⁸⁵ Call Off Schedule 22 (Lease Terms) 6.13

ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Buyer.

4.1.8 Fleet Optimisation

- 4.1.8.1 The Supplier shall implement a process to optimise fleet utilisation when requested by the Buyer and agreed in the Call-Off Contract. The Supplier acknowledges and agrees that the full scope of the Buyer's fleet may include, but is not limited to leased, owned, daily rental, car club and grey fleet.
- 4.1.8.2 The Supplier shall monitor the mileage of the Buyer's vehicles and make recommendations which may include, but are not limited to, re-utilisation of the Buyer's vehicles, contract term variation and/or contract mileage variation.

4.2 Service, Maintenance and Repair (SMR)

4.2.1 SMR included with the Lease

- 4.2.1.1 The Supplier shall provide a vehicle with SMR included when requested by the Buyer.
- 4.2.1.2 The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
- 4.2.1.3 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the vehicle.⁸⁶
- 4.2.1.4 Where the Buyer selects the maintenance option in the Order, the Supplier is responsible for the costs of:⁸⁷
 - 4.2.1.4.1 normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time; and
 - 4.2.1.4.2 any vehicle Specific Maintenance, provided that the costs have been duly authorised by the Supplier and a service outlet approved by the Supplier carries out the maintenance.
- 4.2.1.5 If the Supplier replaces any tyre, battery or exhaust during vehicle Specific Maintenance, the replacement tyre, battery or exhaust must be new and of the same or equivalent specification.⁸⁸
- 4.2.1.6 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Buyer.
- 4.2.1.7 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations in relation to the Buyer's requirements to ensure that the vehicles can be maintained, serviced and repaired as efficiently

⁸⁶ Call Off Schedule 22 (Lease Terms) 8.1

⁸⁷ Call Off Schedule 22 (Lease Terms) 8.2

⁸⁸ Call Off Schedule 22 (Lease Terms) 8.3

and effectively as possible.

- 4.2.1.8 The Supplier shall use a network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.
- 4.2.1.9 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Buyer.
- 4.2.1.10 The Supplier shall undertake effective cost control and ensure that end of contract damage costs are validated in line with the British vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Buyer. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>
- 4.2.1.11 The Supplier shall investigate any maintenance, repair or invoice that is not to the Buyer's satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 4.2.1.12 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle.
- 4.2.1.13 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Buyer.
- 4.2.1.14 The Supplier shall notify the Buyer in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle.
- 4.2.1.15 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, unless the Buyer agrees to pay the additional costs as part of their payment profile, consolidated billing arrangements or as otherwise agreed with the Buyer.⁸⁹
- 4.2.1.16 The Supplier shall be responsible for the cost of replacement tyres during the lease period, except where such replacement is due to the lack of care or abuse of the tyre by the Buyer and/or driver.
- 4.2.1.17 The Supplier shall replace tyres once the tread has reached a minimum of 2mm. Where the vehicle has been identified by the Buyer as being used for blue light purposes, the Supplier shall replace tyres at a minimum of 2.6mm, unless otherwise agreed by the Buyer.
- 4.2.1.18 The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
- 4.2.1.19 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not

⁸⁹ Call Off Schedule 22 (Lease Terms) 8.4

limited to:

- direct with a dealer
- direct through a dedicated service helpline
- online system or mobile applications

- 4.2.1.20 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Buyer has provided 14 calendar days' notice of the requirement.
- 4.2.1.21 When the Buyer has included the requirement for a relief vehicle as part of their Call-Off Contract, the Supplier shall ensure that a replacement vehicle is made available to the Buyer in the event of unplanned maintenance or repair.
- 4.2.1.22 Where the Buyer has not included a relief vehicle as part of the lease, the Supplier shall ensure that they are able to provide a daily rental vehicle.
- 4.2.1.23 When requested by the Buyer, the Supplier shall provide a delivery and collection service where the Buyer has provided at least 14 days' notice.
- 4.2.1.24 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Buyer of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:
- communicated to the Buyer
 - minimised and acted upon to reduce the impact to the Buyer and/or the driver of the vehicle
- 4.2.1.25 The Supplier shall undertake supply chain management throughout the duration of the Framework Contract to ensure that both continuity of supply, and quality services are provided for all Buyers. Please also refer to Joint Schedule 6 - Key Subcontractors
- 4.2.1.26 The Supplier shall ensure that driver support, including roadside assistance, is available 24 hours a day, 7 days a week, 365 days a year through a dedicated point of contact.

4.2.2 SMR not included in the Lease

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

4.2.3 SMR of Buyer's Owned Fleet

- 4.2.3.1 The Supplier shall provide SMR services for the Buyer's owned fleet, when requested by the Buyer.

4.2.3.2 The Supplier shall provide the Buyer with full access to the range of SMR services set out in paragraph 4.2.1.

4.2.3.3 The Supplier acknowledges and agrees that the scope of services for the Buyer's owned fleet will be agreed with the Buyer at Call-Off.

4.2.4 Relief Vehicles

4.2.4.1 If, whilst in the United Kingdom, a vehicle becomes not fit for any of the purposes for which a vehicle of its type is commonly used and the Order states that the Buyer requires relief vehicles, the Supplier must make relief vehicles available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight (28) days for any one event.⁹⁰

4.2.4.2 The Supplier must provide a relief vehicles that is, where reasonably possible, a comparable model to the vehicle which has become unfit for purpose.⁹¹

4.2.4.3 The Buyer must return the relief vehicle as directed by the Supplier within two (2) Working Days of being informed that the original vehicle is fit for all of the purposes for which a vehicle of its type is commonly used.⁹²

4.2.4.4 The Buyer must use and insure the relief vehicle on the terms specified within this Call-Off Contract. Relief vehicle mileage will not be added on to the Agreement Mileage.⁹³

4.2.4.5 Where a vehicle is withdrawn from service under paragraph 4.2.4.1 above, if the Supplier does not provide a relief vehicle to the Buyer within five (5) Working Days of withdrawal, the Rentals in respect of that vehicle are suspended and do not resume until a relief vehicle has been provided or the vehicle has been returned to the Buyer. The suspension of Rentals is calculated on a daily basis.⁹⁴

4.2.5 Breakdown, Roadside Assistance and Recovery Services

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

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

⁹⁰ Call Off Schedule 22 (Lease Terms) 8.9

⁹¹ Call Off Schedule 22 (Lease Terms) 8.10

⁹² Call Off Schedule 22 (Lease Terms) 8.11

⁹³ Call Off Schedule 22 (Lease Terms) 8.12

⁹⁴ Call Off Schedule 22 (Lease Terms) 8.13

- 4.2.5.2 The Supplier or their nominated sub-contractor shall attend breakdowns of standard specification vehicles under 3.5 tonnes within 2 (two) hours from the initial request, unless otherwise agreed with the Buyer.
- 4.2.5.3 The recovery and breakdown repair services for converted vehicles, vehicles with special requirements or optional extras fitted, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
- 4.2.5.4 The Supplier shall provide the Buyer with a vehicle recovery and breakdown service overseas, as part of European breakdown cover.

4.2.6 Vehicle Downtime

- 4.2.6.1 The Supplier shall notify the Buyer of any expected downtime of a vehicle.
- 4.2.6.2 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle.
- 4.2.6.3 If it is deemed necessary to retain the vehicle beyond the forecasted downtime period, the Supplier shall ensure that the delay is communicated to the Buyer and/or driver of the vehicle within agreed timescales determined by the Buyer; and minimised as far as reasonably possible.

4.2.7 Damage and Total Loss

- 4.2.7.1 If any vehicle is involved in an accident which is not a Total Loss the Buyer must have repairs carried out promptly at the Buyer's own expense by either a retailer holding the franchise for the vehicle or an accredited insurance repair specialist approved by the Supplier. The Buyer is responsible for ensuring that those repairs are properly carried out.⁹⁵
- 4.2.7.2 Where a vehicle is declared a Total Loss, the Buyer must notify the Supplier immediately and will continue to be liable for the Rentals for the vehicle until the Supplier receives the Settlement Sum in full. When they receive the Settlement Sum, the Supplier must reimburse the Buyer all of the Rentals paid by the Buyer between the Total Loss notification date and the date of receipt of the Settlement Sum.⁹⁶
- 4.2.7.3 Following notification of a Total Loss, the Buyer must 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 Buyer.⁹⁷

4.2.8 Indemnity

- 4.2.8.1 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a

⁹⁵ Call Off Schedule 22 (Lease Terms) 9.5

⁹⁶ Call Off Schedule 22 (Lease Terms) 9.6

⁹⁷ Call Off Schedule 22 (Lease Terms) 9.7

Default or due to the negligence of the Supplier, its servants or agents.⁹⁸

4.3 Termination or Expiry of a Lease

4.3.1 Termination of the Lease

4.3.1.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any vehicle with immediate effect by giving written notice to the Buyer if:⁹⁹

4.3.1.1.1 The Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;

4.3.1.1.2 is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

4.3.1.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

4.3.1.2 The hire of a vehicle terminates automatically if a Total Loss occurs in relation to the vehicle.¹⁰⁰

4.3.1.3 At any time, the Buyer can terminate the hire of any vehicle by giving 10 days' written notice to the Supplier.¹⁰¹

4.3.2 Payments on Expiry or Termination

4.3.2.1 Where section 4.3.1 "Termination of the Lease" applies and the vehicle is a passenger motor vehicle or a light commercial vehicle up to 3.5 tonnes that has not been subject to conversion, the standard early termination charges apply and the Supplier must invoice the Buyer as appropriate within twenty one (21) days following the termination. The following table¹⁰² indicates the number of Month's rental that the Supplier can invoice to the Buyer as a result of the lease of a vehicle being terminated early based on the length of the vehicle lease and at which point during the Lease Period the lease of the vehicle is early terminated.¹⁰³

⁹⁸ Call Off Schedule 22 (Lease Terms) 8.5

⁹⁹ Call Off Schedule 22 (Lease Terms) 10.1, 10.1.1 - 10.1.3

¹⁰⁰ Call Off Schedule 22 (Lease Terms) 10.2

¹⁰¹ Call Off Schedule 22 (Lease Terms) 10.3

¹⁰² also see Framework Schedule 3 (Pricing)

¹⁰³ Call Off Schedule 22 (Lease Terms) 11.2

YEAR OF TERMIN ATION	SCHEDULED LEASE PERIOD			
	2 YEARS	3 YEARS	4 YEARS	5 YEARS
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

4.3.2.2 Where section 4.3.1 "Termination of the Lease" applies and the vehicle is a converted vehicle or a commercial vehicle over 3.5 tonnes, the early termination charges will be calculated in accordance with this paragraph 4.3.2.2. The Supplier must, if the balance is positive, invoice or, if the balance is negative, credit the Buyer within twenty-one (21) days the balance of:¹⁰⁴

4.3.2.2.1 the vehicle's Net Book Value; less¹⁰⁵

4.3.2.2.2 any advance Rentals paid by the Buyer; less¹⁰⁶

4.3.2.2.3 the sales proceeds of the Vehicle or, if the Supplier does not sell the vehicle, the "clean" value of that vehicle as calculated in accordance with the Call-Off Contract as at the date of termination.¹⁰⁷

4.3.2.3 The number of vehicles terminated under the payment terms under these payment terms, in any rolling 12 month period, cannot exceed 10% of the total cumulative number of vehicles actively on lease with the Supplier. Terminated vehicles above this 10% cap will revert to the calculation in accordance with paragraph 4.3.2.2.¹⁰⁸

4.3.2.4 Where section 4.3.1 "Termination of the Lease" applies or where the lease of a vehicle is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within thirty (30) days of the termination pay the Supplier the Termination Sum by way of agreed liquidated damages.¹⁰⁹

4.3.2.5 The Supplier agrees that any payments made pursuant to paragraphs 4.3.2.1, 4.3.2.2 or 4.3.2.3 above is the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those paragraphs.¹¹⁰

4.3.2.6 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of

¹⁰⁴ Call Off Schedule 22 (Lease Terms) 11.3

¹⁰⁵ Call Off Schedule 22 (Lease Terms) 11.3.1

¹⁰⁶ Call Off Schedule 22 (Lease Terms) 11.3.2

¹⁰⁷ Call Off Schedule 22 (Lease Terms) 11.3.3

¹⁰⁸ Call Off Schedule 22 (Lease Terms) 11.1

¹⁰⁹ Call Off Schedule 22 (Lease Terms) 11.4

¹¹⁰ Call Off Schedule 22 (Lease Terms) 11.5

the vehicle, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.¹¹¹

4.4 Off-hire of Vehicles

4.4.1 Managing the Vehicle Off-hire Process

- 4.4.1.1 The Supplier shall manage the return process for any vehicles that have been leased through a third party.
- 4.4.1.2 The Supplier shall ensure that processes are in place to certify any additional costs to the Buyer as a result of the de-fleeting process.
- 4.4.1.3 The Supplier shall ensure that any additional costs are appropriately challenged and validated in order to secure best value for the Buyer.

4.4.2 Handing back the vehicle

- 4.4.2.1 On expiry of the Lease Period or in the event of early termination of the lease in respect of any vehicle the Supplier will require the Buyer to:
 - 4.4.2.1.1 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 Call-Off Contract until the time when the Supplier actually collects the vehicle which the Supplier shall do promptly;¹¹²
 - 4.4.2.1.2 complete an 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;¹¹³
 - 4.4.2.1.3 remove all personal effects and any other items belonging to the Buyer.¹¹⁴

4.4.3 Collection of the Vehicle

- 4.4.3.1 At the Supplier's cost, the Supplier must collect the vehicle from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period.¹¹⁵
- 4.4.3.2 The Supplier must agree a note of the condition and mileage of the vehicle with the authorised representative of the Buyer at the time of collection and state the condition and mileage on an inspection form.¹¹⁶

¹¹¹ Call Off Schedule 22 (Lease Terms) 11.6

¹¹² Call Off Schedule 22 (Lease Terms) 9.14.1

¹¹³ Call Off Schedule 22 (Lease Terms) 9.14.2

¹¹⁴ Call Off Schedule 22 (Lease Terms) 9.14.3

¹¹⁵ Call Off Schedule 22 (Lease Terms) 8.6

¹¹⁶ Call Off Schedule 22 (Lease Terms) 8.7

- 4.4.3.3 If Supplier does not collect the vehicle at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the vehicle as agreed.¹¹⁷

4.4.4 Condition and Damage

- 4.4.4.1 If the Supplier notifies the Buyer that the vehicle is not in the condition required under paragraph 4.2.1.2, the Buyer will pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the vehicle, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final.¹¹⁸
- 4.4.4.2 In the event of a dispute, the vehicle or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with paragraph 4.4.4.1 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute.¹¹⁹
- 4.4.4.3 The Supplier acknowledges and agrees that photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at call-off.
- 4.4.4.4 In the event of damage to any vehicle the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date, unless otherwise agreed with the Buyer. In the case of dispute the Buyer 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 must be resolved in accordance with Clause 34 of the Core Terms.¹²⁰

4.4.5 Excess / Under Mileage

- 4.4.5.1 At expiry of the Lease Period or if the lease of any vehicle is terminated early, the Supplier must examine the odometer of the vehicle, and in the event of a replacement odometer being fitted, the reading from any previously replaced odometer(s). The Supplier must subtract any delivery mileage from the odometer reading for the purpose of calculating Excess/under Mileage.¹²¹
- 4.4.5.2 Where the Buyer requires mileage pooling, the Supplier must at the end of the agreed mileage pooling period, calculate the Excess/under Mileage in accordance with each Order. All Excess/under Mileage for the period will be combined in order to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the

¹¹⁷ Call Off Schedule 22 (Lease Terms) 8.8

¹¹⁸ Call Off Schedule 22 (Lease Terms) 9.14.4

¹¹⁹ Call Off Schedule 22 (Lease Terms) 9.14.5

¹²⁰ Call Off Schedule 22 (Lease Terms) 9.14.6

¹²¹ Call Off Schedule 22 (Lease Terms) 8.14

Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.¹²²

4.4.5.3 Where mileage pooling is not required by the Buyer the Supplier shall calculate the Excess/under Mileage in accordance with its Call-Off Contract, to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.¹²³

4.4.5.4 If the lease is terminated early, the relevant proportion of the Lease Period for calculating Excess/under Mileage is the product of dividing the Agreement Mileage by the number of Months on the scheduled Lease Period and multiplying by the number of Months actually leased (to the nearest full Month). The Supplier must issue an invoice within twenty-one (21) days of the Return Date.¹²⁴

4.4.6 Vehicle Decommissioning

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

4.4.7 Vehicle Disposal

4.4.7.1 The Supplier shall provide a disposal service for any of the Buyer's vehicles that have been outright purchased when requested by the Buyer.

4.4.7.2 The Supplier shall ensure that a vehicle is removed from their fleet management system and charges are immediately adjusted once notification of vehicle disposal has been received.

4.4.7.3 The Supplier shall ensure that all vehicles are disposed of in the most effective manner to maximise revenue.

4.4.7.4 The Supplier shall return any funds received from the disposal of a vehicle to the Buyer within 5 working days via an agreed method of payment.

4.4.7.5 The Supplier shall retain records relating to the disposal of all vehicles and make these available to the Buyer upon request.

4.5 Fleet Administration and Vehicle Compliance

4.5.1 Accident and Claims Management

4.5.1.1 The Supplier shall provide an accident and claims management service

¹²² Call Off Schedule 22 (Lease Terms) 8.15

¹²³ Call Off Schedule 22 (Lease Terms) 8.16

¹²⁴ Call Off Schedule 22 (Lease Terms) 8.17

for vehicles when requested by the Buyer.

- 4.5.1.2 The Supplier acknowledges and agrees that the accident and claims management service may extend to vehicles that are outside the scope of vehicles under fleet management such as those being leased from a third party or on daily rental by the Buyer.
- 4.5.1.3 The Supplier shall provide a full uninsured loss recovery service where requested by the Buyer. This service should include, but is not limited to, the management of all aspects of the claim including the recovery of repair, replacement vehicle and administration costs from third parties to full resolution.
- 4.5.1.4 The Supplier shall provide a detailed breakdown of the accident and claims management process to the Buyer.
- 4.5.1.5 The Supplier shall be the first point of contact and at all times remain responsible for the satisfactory conclusion and handling of all activity relating to the management of vehicle incidents and liability claims, whether against the Buyer or a third party
- 4.5.1.6 The Supplier shall provide a solution that ensures that the security requirements for covert vehicles and/or their drivers are addressed when required by the Buyer.
- 4.5.1.7 The Supplier shall provide a free telephone service 24 hours a day, 365 days a year with sufficient capacity to handle, manage and prioritise calls from drivers.
- 4.5.1.8 The Supplier shall provide an online facility for the reporting of accident damage and claims.
- 4.5.1.9 The Supplier shall liaise with the Buyer's insurer or nominated representative at all times and undertake all administration tasks associated with the progression of the claim and repair process in a timely manner to ensure that vehicle downtime is minimised.
- 4.5.1.10 The Supplier shall ensure that third party costs are minimised and at all times endeavour to mitigate the risks to the Buyer, including the use of systems to monitor cost control.
- 4.5.1.11 The Supplier shall use an approved network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards, for example British Standards Institute (BSI) PAS125.
- 4.5.1.12 Following an incident where the vehicle is still in a driveable condition, the Supplier shall ensure that:
 - an estimate to rectify any damage is undertaken by an approved repairer
 - arrangements for the repairer to contact the Buyer and/or driver within 24 hours of the accident being reported to the Supplier to undertake an estimate are made.
- 4.5.1.13 Following an incident where the vehicle is not in a driveable condition, the Supplier shall ensure:

- the safe recovery of the driver and any passengers to their preferred destination or;
 - the provision of a replacement vehicle for up to 48 hours at no cost to the Buyer
- 4.5.1.14 The Supplier shall investigate any repair that is not to the Buyer's satisfaction and arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 4.5.1.15 The Supplier shall notify the Buyer immediately if the cause of an accident is due to a fault in the vehicle and inform the Buyer of any further action required to ensure the safety of other vehicles in the Buyer's fleet.
- 4.5.1.16 The Supplier shall ensure that any claim from a vehicle hire company is validated and processed within 30 calendar days of receipt in order to avoid any additional charges to the Buyer.
- 4.5.1.17 The Supplier shall ensure that, in the event of an accident, relief vehicles are provided and managed where the Buyer has included this as part of their service requirements.
- 4.5.1.18 The Supplier shall provide a range of reports to the Buyer which provide:
- information at an individual incident level;
 - uninsured loss recovery;
 - an overview of the Buyer's accident and claims history;
 - areas for investigation and/or intervention by the Buyer.

4.5.2 Vehicle Theft

- 4.5.2.1 The Supplier shall notify the necessary parties which includes, but is not limited to, the Buyer's insurer or nominated representative, lease supplier, DVLA and MIAFTR in the event that a vehicle is reported stolen
- 4.5.2.2 The Supplier shall liaise with the Buyer's insurer or nominated representative until a full resolution is achieved. The Supplier shall notify the Buyer or lease supplier of any agreed settlement figure within 48 hours of the agreement being reached.
- 4.5.2.3 The Supplier acknowledges and agrees that the period of time relating to when a vehicle is declared a total loss will be determined by the Buyer in line with their own policy or their insurer's terms and conditions.

4.5.3 Vehicle Distribution

- 4.5.3.1 The Supplier shall relocate a vehicle to a specified geographical location at the Buyer's request.
- 4.5.3.2 The Supplier shall ensure that the vehicle is collected within 48 hours of the Buyer's request and delivered to the specified destination the following working day, or as agreed with the Buyer.

- 4.5.3.3 The Supplier shall carry out vehicle inspections to ensure the vehicle is in a roadworthy condition prior to transportation when requested by the Buyer.
- 4.5.3.4 The Supplier shall transport vehicles using their own insurance provisions and shall be liable for any damage incurred during the transportation.

4.5.4 MOT Management

- 4.5.4.1 The Supplier shall provide the Buyer with an effective and efficient process for the management of the renewal of MOT's in order to minimise vehicle downtime.
- 4.5.4.2 The Supplier shall provide sufficient notification and reminders to the Buyer prior to the MOT due date to enable arrangements for vehicle testing to be made.
- 4.5.4.3 The Supplier shall provide a reminder to the Buyer 48 hours prior to the vehicle's MOT scheduled due date, if the vehicle does not have a MOT booked.
- 4.5.4.4 The Supplier shall provide immediate notification to the Buyer of any vehicles without a valid MOT in place.
- ~~4.5.4.5~~ The Supplier shall provide immediate notification to the Buyer of any vehicles which have failed an MOT test and the required remedial and retest requirements.

4.5.5 Fuel Card Management

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

4.5.6 Vehicle Insurance Management

- 4.5.6.1 When requested by the Buyer, the Supplier shall manage all processes and procedures to ensure that vehicles are fully insured at all times.
- 4.5.6.2 The Supplier shall maintain all records relating to insurance certification when requested by the Buyer.
- 4.5.6.3 The Supplier shall manage the Motor Insurance Database (MID) on behalf of the Buyer when vehicles are on hire or lease in excess of 14 continuous calendar days.
- 4.5.6.4 In the event that a vehicle is reported stolen and the Buyer does not have Accident Management in place, the Supplier shall:
- notify the relevant insurer, driver and vehicle Licencing Agency

(DVLA) and the Motor Insurance Anti-Fraud Theft Register (MIAFTR)

- manage the claims process to its conclusion where required by the Buyer

4.5.7 Fines, Penalties and Charges

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

4.6 Managing the Buyer's Account

4.6.1 Contract Management

- 4.6.1.1 The Supplier shall manage the Buyer's Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
- 4.6.1.2 The Supplier's Account Manager shall ensure that all relevant documentation relating to the Buyer's fleet operation are maintained and updated at all times.
- 4.6.1.3 The Supplier's Account Manager shall work proactively and with the Buyer to develop strategies and initiatives to:
 - secure cost savings
 - deliver efficiencies relating to fleet operation, fleet profile or the procedures in place to manage the Buyer's account
 - improve environmental efficiencies
 - support the Buyer in meeting internal or Government policy standards (for example the Government Fleet Commitment)
- 4.6.1.4 The Supplier shall provide weekly updates (or other frequency specified by the Buyer) upon receipt of a Order, to the Buyer on the progress of the Order, which shall include the estimated date of delivery.
- 4.6.1.5 The Supplier shall liaise with the Buyer's fleet management, and any other legacy fleet supplier where required, in order to coordinate and update vehicle deliveries or any other relevant fleet activity.
- 4.6.1.6 The Supplier shall monitor the mileage of the Buyer's vehicles and make recommendations' which may include, but are not limited to, re-utilisation of the Buyer's vehicles, contract term variation and/or contract mileage variation.

- 4.6.1.7 If the Supplier identifies that a vehicle lease is forecast to exceed its contracted mileage limit by 20% or more by the end of the contract term, and the Buyer confirms that the pattern of usage will continue, the Supplier may impose a variation to the Buyer's Lease Contract Terms for the remaining period based on the revised forecast. This may include a variation to the Rental Payments as agreed with the Buyer.
- 4.6.1.8 The Supplier shall provide a helpdesk facility to assist the Buyer's drivers with queries regarding the services provided under the Call-Off Contract.

4.6.2 Management Information

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

4.6.3 Consolidated Invoicing

- 4.6.3.1 The Supplier shall provide consolidated invoicing where required by the Buyer.
- 4.6.3.2 Where required, the Supplier shall manage the validation and payment of invoices on behalf of the Buyer. This may include, but is not limited to, the processing of payments from other legacy lease providers.
- 4.6.3.3 The Supplier shall invoice using electronic invoicing systems where required by the Buyer.

4.6.4 Benchmarking

- 4.6.4.1 The Supplier acknowledges and agrees that the Buyer may undertake independent benchmarking reviews of the prices for the Goods and/or Services supplied, as set out in Call-Off Schedule 16 (Benchmarking).
- 4.6.4.2 The Supplier shall provide full transparency of their pricing for Goods and/or Services in order to support any benchmarking activity requested by the Buyer.

4.7 Legislation and Policy

4.7.1 Legislative Requirements

- 4.7.1.1 The Supplier shall ensure that all vehicles produced and supplied pursuant to this Framework Contract conform to all applicable legislation.
- 4.7.1.2 The Supplier shall ensure that any legislative requirements for the operation of vehicles are identified and the necessary process and procedures established to ensure such requirements are met.

4.7.2 Policy Requirements

- 4.7.2.1 The Supplier acknowledges and agrees that in leasing vehicles, central government Buyers are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to electrify 25% of cars in central government department fleets by 2022. The GBS

focus on encouraging the purchasing and leasing of the cleanest vehicles. The current standards are accessible via the web link:

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

- 4.7.2.2 The Supplier shall assist the Buyer to comply with any new arrangements introduced, if at any point the GBS for Transport are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).
- 4.7.2.3 The Supplier shall conform to the quality management standards such as EFQM and ISO 9000 series, specified by the Buyer as part of the Ordering procedure.
- 4.7.2.4 The Supplier shall comply with the following, at all times, during the term of this Framework Contract and until the last Call-Off Contract expires:
- BS EN ISO 14001 Environmental Management System standard or equivalent; and
 - European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:
<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>
- 4.7.2.5 The Supplier shall assist the Buyer in complying with the Energy Efficiency Directive 2012/27/EU.

4.7.3 Sustainability

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

4.7.4 Social Value and Community Benefits

- 4.7.4.1 The Supplier shall comply with the social value or community benefits Deliverables set out in the Call-Off Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law

enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.

Desirable Deliverables

4.8 Supplementary Vehicle Rental Solutions

- 4.8.1 The Supplier shall provide supplementary vehicle rentals solutions from the Suppliers from Lot 4 of this Framework Contract or the wider market where this service complements the Supplier's provision of leased vehicles to the Buyer.
- 4.8.2 The Supplier shall provide supplementary vehicle rental solutions where supporting Buyers establish a holistic approach to fleet management, in contracting for vehicles in the optimum way.

4.9 Salary Sacrifice Schemes

- 4.9.1 The Supplier shall provide a lease vehicle salary sacrifice scheme when requested by the Buyer.
- 4.9.2 The Supplier shall:
 - ensure that the scheme complies with all legislative requirements
 - consider and mitigate the Buyer's financial risk
 - include insurance, servicing and maintenance, breakdown cover and accident management
 - assist with the production and distribution of marketing material to promote the benefits of the scheme

4.10 Management of Private Usage Schemes

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

4.11 Sale and Leaseback

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

4.12 Fleet Consultancy

- 4.12.1 The Supplier shall provide consultancy services to improve the fleet's financial and operational performance to the Buyer when required. This may include, but is not limited to:
 - Undertaking fleet audits/analysis
 - Reviewing and creating fleet policies

- Reviewing vehicle specifications
- Providing technical support in designing and developing converted/modified vehicles
- Ensuring the fleet is both tax efficient and environmentally friendly
- Undertaking whole life cost and budget analysis
- Benchmarking of current practices against market best practice
- Identifying and implementing cost reduction strategies

4.13 Duty of Care

4.13.1 The Supplier shall implement a process for the management of vehicles and drivers to ensure that the Buyer can satisfy their duty of care requirements, when requested by the Buyer. This shall include, but is not limited to:

- Risk management/assessment – vehicle and driver
- Grey fleet management
- driver licence checks
- driver training
- Fleet safety checks
- Notification of MOT test results

4.13.2 The Supplier shall notify the Buyer and the driver within 48 hours of being notified that a manufacturer has to recall a vehicle ensuring that the process is managed effectively and no costs are passed on to the Buyer.

4.14 Enhanced Security

4.14.1 The Supplier acknowledges and agrees that there may be a number of the Buyer's vehicles involved in law enforcement and covert operations that require a higher level of security in addition to the security requirements detailed in Core Terms, Clauses 14 Data Protection and 15. What you must keep confidential. In order to ensure that the Buyer's personal safety and the operation the vehicle is involved in are not put at risk it is essential that the Supplier and their Subcontractors safeguard all information relating to the Buyer's vehicle fleet.

4.14.2 The Supplier and their Subcontractors shall provide a higher level of security, as agreed with the Buyer, throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the vehicles, the identity of the drivers and the operational effectiveness. This may include the requirement to keep the Buyer's details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Subcontractors.

4.14.3 The Supplier shall comply with the Buyer's personnel vetting policy and standard operating procedures.

4.14.4 The Supplier shall be expected to provide a list of personnel who will access the Buyer's data and communicate via all available means with the Buyer's personnel and third party repairers as part of the fleet management function.

4.14.5 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer's data and/or vehicles upon satisfactory vetting clearance from the Buyer.

4.14.6 The Supplier shall ensure that they and all third party repairers, service providers and suppliers apply adequate and proper security controls and conform to the Buyer's enhanced security requirements when in temporary possession of the Buyer's vehicles and any other asset requiring this level of security.

4.14.7 Where a customer has further specific security requirements, they shall be outlined within the Call-Off Contract and the supplier shall adhere to them.

4.15 Gain Share

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

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

4.16 Telematics

4.16.1 The Supplier shall facilitate the supply of telematics systems including the analysis of output data and subsequent recommendations to improve efficiencies of the vehicle fleet.

5 DELIVERABLES FOR LOT 4

The scope of Lot 4 is outlined in paragraph 2.2. The mandatory Deliverables are described below in sections 5.1 to 5.6 and the desirable Deliverables are described in sections 5.7 to 5.8.

Mandatory Deliverables

5.1 Order and Supply of Vehicles

5.1.1 Supply of Flexible Rental Services

- 5.1.1.1 The Supplier shall support the Ordering procedure (as set out in Framework Schedule 7 (Call-Off Award Procedure).
- 5.1.1.2 The supplier shall provide services relating to flexible vehicle rental provision to Buyers. These services will consist of a minimum rental period in excess of 28 days in duration. No charges or penalties for termination, or any other amendments to the contract duration, following the initial 28 days will apply.
- 5.1.1.3 In addition to flexible rental services, Suppliers may offer standard fixed contract short term rental or daily rental of vehicles in order to support Buyers to deliver a holistic approach to fleet management and contract for vehicles in the optimum way.

5.1.2 Vehicle Specification

- 5.1.2.1 The Supplier must advise the Buyer on the selection and specification of the vehicle and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the vehicle will be of sufficient quality and suitable for the requirements of the Buyer.
- 5.1.2.2 The Supplier shall ensure that all vehicles supplied pursuant to this Framework Contract:
 - conform to the manufacturer's minimum base model sold in the UK and shall include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment but not limited to a red triangle;
 - are clean inside and out, including windows
 - has the appropriate vehicle Excise Duty (VED) in place
 - have been maintained in accordance with manufacturer recommendations
 - have the correct fluid levels and tyre pressures in accordance with the manufacturer's recommendations
 - are fit for purpose, roadworthy and meets all legal compliance requirements
- 5.1.2.3 The Supplier acknowledges and agrees that a specific fuel train may be requested by the Buyer and agreed at Call-Off.

- 5.1.2.4 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Framework Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Buyer.
- 5.1.2.5 The Supplier shall provide manual transmission vehicles for all rentals (where possible) unless the Buyer has requested a vehicle with automatic transmission.
- 5.1.2.6 The Supplier acknowledges and agrees the Buyer may specify a vehicle with a defined fuel train prior to the award of a Call-Off contract.
- 5.1.2.7 The Supplier acknowledges and agrees the Buyer may specify a vehicle with a defined emissions output prior to the award of a Call-Off contract.
- 5.1.2.8 The Supplier shall ensure that vehicles within the rental fleet that have known 'recalls' either for safety or manufacturing fault are not supplied for rental.
- 5.1.2.9 The Supplier shall ensure that the maximum weights at which vehicles, trailers and articulated combinations can be used are marked on the vehicle's plate, or ministry plating certificates, included in the owner's manual and provided to the Buyer on delivery.
- 5.1.2.10 The Supplier acknowledges and agrees that in the event that the intended usage involves freight movement where the load is of a dangerous nature, the Buyer shall detail this in the Call-Off Agreement.
- 5.1.2.11 The Supplier acknowledges and agrees that vehicles supplied pursuant to this Framework Contract over 3.5 tonnes shall be inspected and maintained according to the Buyer's DVSA "O" licence requirements.

5.1.3 Vehicle Quotations

- 5.1.3.1 The Supplier shall provide the Buyer with a quotation including, but not limited to, the following information:
- quotation reference number
 - quotation date
 - invoice amount excluding VAT
 - payment profile
 - applicable delivery charges as set out in paragraphs 1.6.2, 1.6.3 and 1.6.4
 - vehicle type
 - vehicle options and/or modifications
 - annual mileage limit
 - estimated duration of rental
 - any additional special requirements requested by the Buyer
- 5.1.3.2 The Supplier shall ensure that all quotations generated by the Supplier for Buyers remain valid for 30 days.

5.1.4 Vehicle Orders

- 5.1.4.1 The Supplier must send a confirmation of the Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within 1 (one) working day of receipt of the Order and the confirmation will confirm the order details including:
- a description of the vehicle ordered;
 - details of any conversions, special requirements or optional extras ordered
 - the confirmed Due Delivery Date; and
 - the name and address of the Supplier
- 5.1.4.2 For the avoidance of doubt, each vehicle Order survives the expiration or termination of the Framework Contract.

5.1.5 Amending or Cancelling an Order

- 5.1.5.1 Before the Due Delivery Date of any vehicle, the Buyer can amend or cancel and remove a vehicle from an Order by notifying the Supplier.
- 5.1.5.2 The Supplier acknowledges and agrees that in the event that a standard specification vehicle under 3.5 tonnes requires cancellation, the Buyer shall notify the Supplier, where it is reasonably possible to do so, at least 1 (one) working day prior to the commencement of the rental. Charges shall not apply for any bookings which are cancelled more than 1 working day prior to rental commencement. The Supplier shall issue written confirmation along with a reference number which confirms the booking has been cancelled.
- 5.1.5.3 The cancellation terms for converted vehicles, vehicles with special requirements or optional extras fitted, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
- 5.1.5.4 The Supplier acknowledges and agrees that the Buyer may request a vehicle to be delivered to a geographic location that will require a longer cancellation period than set out in 5.1.5.2. In this event, the Supplier shall ensure that the Buyer is advised of the applicable cancellation period prior to award of the Call-Off Contract.
- 5.1.5.5 In the event where the Buyer has failed to provide the required notice of cancellation prior to the requested commencement of rental time as set out in paragraphs 5.1.5.1, 5.1.5.2 and 5.1.5.3, and the vehicle has been delivered or is in the process of being delivered, the Supplier shall be entitled to an abortive delivery charge to be agreed at Call-Off Agreement stage but which shall not exceed 1 day's rental.
- 5.1.5.6 Where the amendment or cancellation of an Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
- 5.1.5.7 The Supplier shall process any amendments or cancellations to

bookings as requested and identify in advance to the Buyer any cancellation fees that shall be incurred as a consequence.

- 5.1.5.8 The Supplier shall refund all incorrect charges within 10 working days of cancellation to the Buyer.

5.1.6 Delivery of Vehicles

- 5.1.6.1 The Supplier shall deliver vehicles to any address within the UK, as specified in the Order.
- 5.1.6.2 For standard specification vehicles under 3.5 tonnes, the Supplier shall deliver the ordered vehicle to the Buyer within 3 working days from the date of order confirmation, unless otherwise agreed with the Buyer. For all other vehicles the Supplier and Buyer shall mutually agree a delivery timescale.
- 5.1.6.3 The Supplier acknowledges and agrees that standard specification vehicles under 3.5 tonnes shall be delivered at no charge to the Buyer unless the Supplier advises the Buyer that paragraph 5.1.5.4 applies.
- 5.1.6.4 The delivery charges for converted vehicles, vehicles with special requirements or optional extras fitted, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
- 5.1.6.5 The Supplier acknowledges and agrees that the Buyer may request a vehicle to be delivered to a geographic location that may incur a delivery charge. In this event, the Supplier shall ensure that the Buyer is advised of the applicable delivery charges prior to award of the Call-Off Contract.
- 5.1.6.6 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements specified in the Order.
- 5.1.6.7 The Supplier shall supply the vehicle on the date and time as specified in the Order and in accordance with the instructions of the Buyer.
- 5.1.6.8 The Supplier acknowledges and agrees that the Buyer will provide an authorised representative at the agreed rental location to complete the handover of the vehicle.
- 5.1.6.9 The Hire Period shall commence at the time requested by the Buyer or when the vehicle is delivered or picked up and signed for, whichever is the later.
- 5.1.6.10 The Supplier shall ensure the safe and secure delivery of all vehicles to the Buyer.
- 5.1.6.11 The Supplier shall provide a list of all Supplier personnel requiring admission to Buyer premises, in advance of the delivery date when requested by the Buyer, including any additional information that the Buyer may reasonably require.
- 5.1.6.12 The Supplier shall ensure that pre-delivery inspections are carried out on all vehicles supplied pursuant to this Framework Contract.

5.1.6.13 The Supplier shall ensure that the following are provided to the Buyer at the point of delivery:

- vehicle handbook or equivalent document which gives full familiarisation details of the vehicle e.g. the controls and other characteristics specific to the vehicle
- a full explanation of the controls and features of the vehicle
- appropriate familiarisation awareness training necessary to safely, legally and effectively perform their duties for any specialist equipment provided with the vehicle
- information relating to the maximum weights and/or payload for which the vehicle and any trailers and/or articulated combinations can be used
- a signed delivery sheet or electronic equivalent which confirms that appropriate checks have been undertaken, that operating instructions and any other appropriate familiarisation awareness training have been given and identifies any existing damage to the vehicle
- the contact details for the Supplier's Breakdown, Roadside Assistance and Recovery services and details of the action to be taken in the event of an incident (including windscreen or tyre damage)
- an overview of the process for booking standard SMR as set in paragraph 5.2

5.1.6.14 The Supplier shall record the driver's details and training provided for the specialist equipment and/or vehicle, wherever possible or necessary.

5.1.7 Converted or Modified Vehicles

5.1.7.1 The Supplier acknowledges and agrees that the Buyer may require the supply of standard production vehicles which must be converted to meet the specific requirements of the Buyer.

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

5.1.7.3 The Supplier will apportion the cost of any non-standard modifications to the vehicle as agreed with the Buyer at Call-Off.

5.1.8 Motor Insurance

5.1.8.1 The Supplier acknowledges and agrees that vehicles supplied pursuant to this Framework Contract will be without insurance cover, unless requested by the Buyer.

5.1.9 Motor Insurance Database

5.1.9.1 The Supplier shall maintain and update the Motor Insurance Database

(MID) of all rentals at all times in order to meet the requirements of the EU Motor Insurance Directive.

- 5.1.9.2 The Supplier shall provide the necessary information, including details regarding the gross weights of the commercial vehicles, to the Buyer within the necessary timescales where the Buyer undertakes the responsibility to update the Motor Insurance Database (MID). There is a legal responsibility of the Buyer to upload their rental fleet profile onto the MID.

5.1.10 Mileage Limits

- 5.1.10.1 The Supplier shall provide all standard build vehicles pursuant to this Framework Contract on the basis of an annual limit of 30,000 miles, unless agreed or advised to the Buyer prior to the award of a Call-Off Contract.
- 5.1.10.2 The Supplier acknowledges and agrees that the mileage limit for all other vehicles shall be agreed with the Buyer at the point of Call-Off.
- 5.1.10.3 The Supplier shall ensure that any supplied specialist vehicles which are subject to mileage restriction for servicing and maintenance requirements are undertaken in line with manufacturer requirements to ensure safe operation. The Supplier shall identify such vehicles to the Buyer.
- 5.1.10.4 It is acknowledged and agreed that the Supplier, if required, shall (at a time mutually convenient to both the Buyer and the Supplier) change the vehicle during the rental period for a vehicle of an equivalent standard.

5.1.11 Excess Mileage

- 5.1.11.1 The Supplier acknowledges and agrees that Excess Mileage for all standard build vehicles under 3.5 tonnes supplied pursuant to this Framework Contract will be charged at 0.12p per mile as set out in Schedule 3 (Framework Prices), unless agreed with the Buyer.
- 5.1.11.2 The Supplier acknowledges and agrees that Excess Mileage rates for all other vehicles shall be agreed with the Buyer at the point of Call-Off.

5.1.12 Fuel

- 5.1.12.1 The Supplier acknowledges and agrees that the level of fuel supplied at the point of delivery will be agreed with the Buyer prior to the award of a Call-Off Contract.
- 5.1.12.2 The Supplier acknowledges and agrees that the Buyer will return the vehicle with the same amount of fuel that was provided at the point of delivery, unless agreed otherwise with the Buyer.
- 5.1.12.3 The Supplier acknowledges and agrees that if the vehicle is returned with less than the agreed level of fuel then it shall be re-fuelled by the Supplier at the agreed fuel rate to be advised by the Supplier to the Buyer at the point of Call-Off.

5.1.13 Fines, Penalties and Charges

- 5.1.13.1 The Supplier shall provide a payment solution and process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority.
- 5.1.13.2 Where the Buyer and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Buyer or driver as appropriate.
- 5.1.13.3 The Supplier shall be responsible for the payment and resolution of fines when incurred by personnel driving a vehicle on behalf of the Supplier and/or Subcontractor.
- 5.1.13.4 The Supplier may charge an administration fee for managing the payment solution as set out in Framework Schedule 3 (Framework Prices).
- 5.1.13.5 Where the Buyer notifies the Supplier that the vehicle to be rented shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Buyer with advanced notification of the vehicle registration number or if the vehicle carries an exemption.

5.2 Service, Maintenance and Repair (SMR)

5.2.1 Maintenance of the Vehicle

- 5.2.1.1 The Supplier shall provide SMR encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
- 5.2.1.2 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the vehicle.
- 5.2.1.3 The Supplier acknowledges and agrees that it is responsible for the costs of:
 - 5.2.1.3.1 normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time; and
 - 5.2.1.3.2 any vehicle Specific Maintenance arising from fair usage
 - 5.2.1.3.3 replacement tyres during the rental period, except where such replacement is due to the lack of care or abuse of the tyre by the Buyer and/or driver.
- 5.2.1.4 If the Supplier replaces any tyre, battery or exhaust during vehicle Specific Maintenance, the replacement tyre, battery or exhaust must be new and of the same or equivalent specification.
- 5.2.1.5 The Supplier shall provide SMR coverage at the most appropriate and cost effective locations in relation to the Buyer's requirements.
- 5.2.1.6 The Supplier shall use a network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.

- 5.2.1.7 The Supplier shall investigate any maintenance, repair or invoice that is not to the Buyer's satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Buyer.
- 5.2.1.8 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Buyer and/or the driver of the vehicle.
- 5.2.1.9 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Buyer.
- 5.2.1.10 The Supplier shall notify the Buyer in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle which shall be chargeable to the Buyer.
- 5.2.1.11 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, unless the Buyer agrees to pay the additional costs as part of their payment profile, consolidated billing arrangements or as otherwise agreed with the Buyer.
- 5.2.1.12 The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Buyer upon request.
- 5.2.1.13 The Supplier shall provide a process to book and schedule vehicle maintenance and services.
- 5.2.1.14 The Supplier shall ensure that it is able to provide a courtesy vehicle in the event of pre-arranged routine service, maintenance and repair where the Buyer has provided 14 calendar days' notice of the requirement.
- 5.2.1.15 The Supplier shall notify the Buyer in the event that a vehicle is to be retained beyond its anticipated downtime. The Supplier shall ensure that the delays are:
- communicated to the Buyer
 - minimised and acted upon to reduce the impact to the Buyer and/or the driver of the vehicle
- 5.2.1.16 The Supplier shall undertake supply chain management throughout the duration of the Framework Contract to ensure that both continuity of supply, and quality services are provided for all Buyers. Please also refer to Joint Schedule 6 - Key Subcontractors.

5.2.2 Breakdown, Roadside Assistance and Recovery Services

- 5.2.2.1 The Supplier shall provide services for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. This shall include, but is not limited to:
- services at the Buyer or driver's home address

- roadside assistance within the UK including the vehicle being towed to a garage if it cannot be fixed at the roadside
 - national recovery where the vehicle and load will be towed to a location specified by the Buyer within the UK
 - assistance to passengers in order to enable them to complete their onward journey or to an identified location within the UK
- 5.2.2.2 The Supplier or their nominated sub-contractor shall attend breakdowns of standard specification vehicles under 3.5 tonnes within 2 (two) hours from the initial request, unless otherwise agreed with the Buyer.
- 5.2.2.3 The recovery and breakdown repair services for converted vehicles, vehicles with special requirements or optional extras fitted, specialist vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract.
- 5.2.2.4 The Supplier shall provide the Buyer with a vehicle recovery and breakdown service overseas, as part of European breakdown cover.

5.2.3 Replacement Vehicles

- 5.2.3.1 In the event of a breakdown or other occurrence which renders the rental vehicle immobile or otherwise unfit for use, the Supplier shall provide a temporary replacement vehicle that is, as far as reasonably possible, a comparable model to the vehicle which has become unfit for purpose.

5.2.4 Damage and Total Loss

- 5.2.4.1 The Supplier acknowledges and agrees that if any vehicle is involved in an accident, the Buyer will inform the Supplier and arrange for the repairs to be carried out promptly at the Buyer's own expense by either a retailer holding the franchise for the vehicle or an accredited insurance repair specialist agreed and approved by the Supplier.
- 5.2.4.2 The Supplier acknowledges and agrees that where a vehicle is declared a Total Loss, the Buyer will notify the Supplier immediately and will continue to be liable for the rental payments for the vehicle until the Supplier receives the Settlement Sum in full.

5.3 Termination or Expiry of a Rental Agreement

5.3.1 Termination of the Rental Agreement

- 5.3.1.1 Where a vehicle rental is terminated during the first 28 days inclusive, the Supplier's standard daily rate will apply to the full rental period. The Supplier shall ensure that the Buyer is informed of the standard daily rate for the rental vehicle at the point of Call-Off.
- 5.3.1.2 The Supplier acknowledges and agrees that the Buyer may terminate a Call-Off Contract by giving 2 (two) working days' notice.
- 5.3.1.3 The Supplier acknowledges and agrees that should the Buyer terminate the rental of the vehicle prior to the completed payment of the apportioned costs as outlined in paragraph 5.1.7.3, the balance of these

costs will be chargeable to the Buyer.

- 5.3.1.4 The Supplier acknowledges and agrees that the rental shall terminate at the time specified by the Buyer or when the vehicle is collected or returned to the Supplier, whichever is the earlier.

5.4 Off-hire of Vehicles

5.4.1 Collection of the Vehicle

- 5.4.1.1 The Supplier must collect the vehicle from the agreed collection point at the expiry or termination of the rental.
- 5.4.1.2 The Supplier must agree a note of the condition and mileage of the vehicle with the authorised representative of the Buyer at the time of collection and state the condition and mileage on an inspection form.
- 5.4.1.3 The Supplier acknowledges and agrees that assessments relating to a vehicle's condition and damage will be made in line with the British Vehicles Rental and Leasing Association (BVRLA) Fair Wear and Tear Guide.
- 5.4.1.4 If Supplier does not collect the vehicle on the agreed day, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the vehicle as agreed.

5.4.2 Condition and Damage

- 5.4.2.1 Where damage has been identified on collection of the vehicle, the supplier shall notify the Buyer within 4 working days of the termination of the hire (unless agreed otherwise at call-off) providing a copy of the inspection form completed at point of collection.
- 5.4.2.2 The Supplier acknowledges and agrees that if the Supplier notifies the Buyer that the vehicle is not in the condition required under paragraph 5.4.1.3, the Buyer will pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the vehicle, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final.
- 5.4.2.3 In the event of a dispute, the vehicle or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with paragraph 5.4.2.2 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute.
- 5.4.2.4 Photographic evidence of damage to vehicles shall be provided to the Buyer where the total value exceeds £500, unless otherwise agreed at Call-Off.
- 5.4.2.5 In the event of damage to any vehicle the Supplier must forward an

invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer 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 must be resolved in accordance with Clause 34 of the Core Terms.

5.4.3 Vehicle Decommissioning

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

5.5 Managing the Buyer's Account

5.5.1 Contract Management

- 5.5.1.1 The Supplier shall manage the Buyer's Contract in accordance with Call-Off Schedule 15 for "Call-Off Contract Management".
- 5.5.1.2 The Supplier's Account Manager shall ensure that all relevant documentation relating to the Buyer's fleet operation are maintained and updated at all times.
- 5.5.1.3 The Supplier shall provide a helpdesk facility to assist the Buyer's drivers with queries regarding the services provided under the Call-Off Contract.
- 5.5.1.4 The Supplier acknowledges and agrees that it shall liaise with the Buyer's fleet management provider in order to co-ordinate any relevant fleet activity when requested by the Buyer.

5.5.2 Management Information

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

5.5.3 Consolidated Invoicing

- 5.5.3.1 The Supplier shall provide consolidated invoicing where required by the Buyer
- 5.5.3.2 The Supplier shall invoice using electronic invoicing systems where required by the Buyer.

5.5.4 Benchmarking

- 5.5.4.1 The Supplier acknowledges and agrees that the Buyer may undertake independent benchmarking reviews of the prices for the Goods and/or Services supplied as set out in Call-Off Schedule 16 (Benchmarking).
- 5.5.4.2 The Supplier shall provide full transparency of their pricing for Goods and/or Services in order to support any benchmarking activity requested by the Buyer.

5.6 Legislation and Policy

5.6.1 Legislative requirements

- 5.6.1.1 The Supplier shall ensure that all vehicles produced and supplied pursuant to this Framework Contract conform to all applicable legislation.
- 5.6.1.2 The Supplier shall ensure that any legislative requirements for the operation of vehicles are identified and the necessary process and procedures established to ensure such requirements are met.

5.6.2 Policy requirements

- 5.6.2.1 The Supplier acknowledges that central government Buyers are required to conform to the Government Fleet Commitment (GCF) to electrify 25% of cars in central government department fleets by 2022. The use of rental cars is within the scope of this target.
- 5.6.2.2 The Supplier shall assist the Buyer to comply with any new arrangements introduced, if at any point the GCF is amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).
- 5.6.2.3 The Supplier shall conform to the quality management standards such as EFQM and ISO 9000 series, specified by the Buyer as part of the Ordering procedure.
- 5.6.2.4 The Supplier shall comply with the following, at all times, during the term of this Framework Contract and until the last Call-Off Contract expires:
- BS EN ISO 14001 Environmental Management System standard or equivalent; and
 - European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:
<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>
- 5.6.2.5 The Supplier shall assist the Buyer in complying with the Energy Efficiency Directive 2012/27/EU.

5.6.3 Sustainability

- 5.6.3.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability, which requires consideration of commercial needs and making a positive impact on society and the environment, both locally and globally, as detailed in Joint Schedule 5 (Corporate Social Responsibility)
- 5.6.3.2 The Supplier shall reduce or continue to reduce the environmental impact of their operations throughout the term of this Framework Contract.
- 5.6.3.3 The Supplier shall support the Buyer in meeting their obligations to the Greening Government Commitments, which are accessible via the

following web link:

<http://sd.defra.gov.uk/gov/green-government/commitments/>

5.6.4 Social Value and Community Benefits

- 5.6.4.1 The Supplier shall comply with the social value or community benefits Deliverables set out in the Call-Off Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.

Desirable Deliverables

5.7 Enhanced Security

- 5.7.1 The Supplier acknowledges and agrees that there may be a number of the Buyer's vehicles involved in law enforcement and covert operations that require a higher level of security in addition to the security requirements detailed in Core Terms, Clauses 14 "Data Protection" and 15 "What you must keep confidential". In order to ensure that the Buyer's personal safety and the operation the vehicle is involved in are not put at risk it is essential that the Supplier and their Subcontractors safeguard all information relating to the Buyer's vehicle fleet.
- 5.7.2 The Supplier and their Subcontractors shall provide a higher level of security, as agreed with the Buyer, throughout the processes they perform directly and those that they sub-contract so as not to compromise the identity of the vehicles, the identity of the drivers and the operational effectiveness. This may include the requirement to keep the Buyer's details anonymous and in some cases adopting a pseudonym name for use by the Supplier and their Subcontractors.
- 5.7.3 The Supplier shall comply with the Buyer's personnel vetting policy and standard operating procedures.
- 5.7.4 The Supplier shall be expected to provide a list of personnel who will access the Buyer's data and communicate via all available means with the Buyer's personnel and third party repairers as part of the fleet management function.
- 5.7.5 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within 5 working days and the new personnel will only be granted access to the Buyer's data and/or vehicles upon satisfactory vetting clearance from the Buyer.
- 5.7.6 The Supplier shall ensure that they and all third party repairers, service providers and suppliers apply adequate and proper security controls and conform to the Buyer's enhanced security requirements when in temporary

possession of the Buyer's vehicles and any other asset requiring this level of security.

5.7.7 Where a customer has further specific security requirements, they shall be outlined within the Call-Off Contract and the supplier shall adhere to them.

5.8 Use of rental vehicles outside of the UK

5.8.1 The Supplier shall allow rental vehicles to be taken outside of the UK mainland when requested by the Buyer.