



**Commercial
Services**
Kent Limited



CSKL & TPPL Bus Framework Agreement

Between

Commercial Services Kent Limited & The Procurement Partnership
Limited

And

«Name»

Framework Commencement: 17th December 2025
Framework Reference: TPPLPSBUS01

1. “Parties” to this agreement:

Commercial Services Kent Limited (“CSKL”), 1 Abbey Wood Road, Kings Hill, West Malling, Kent, ME19 4YT, Company Registration Number 05858177

And;

1.1. The managing agent of this Agreement (“Agent”) on behalf of CSKL:

The Procurement Partnership Limited of registered office at Suite 1, The Old Granary, Westwick, Oakington, Cambridgeshire, CB243AR, Company Registration Number 05098402, Email: enquiries@tppl.co.uk

And;

1.2. The Supplier appointed to this Agreement (“Supplier”)

«Name», «Address», Company Registration Number: «Company_Reg»

Background

1.3. CSKL (with the support of the Agent), under FTS Notice reference number: 2025/S 000-051145 has tendered and selected a framework of Suppliers for the supply of a range of Vehicles, which Contracting Authorities can call upon as required.

1.4. The Supplier is hereby appointed to this Framework.

1.5. The Supplier has represented that it has the necessary skills, experience and resources to provide the Vehicles and ancillary services required of it under and pursuant to this Framework and that it is willing to do so.

1.6. This Framework is intended to govern the ongoing relationship between the parties in connection with any request from a Member to provide Vehicles. The Framework sets out the award procedure for Call-Off Contracts for Vehicles which shall be utilised.

1.7. It is the parties’ intention that there will be no obligation for any Member to issue any appointments, Call-Off Contracts or otherwise award any orders under this Framework.

2. Definitions:

“Agreement”	Means this agreement, its Schedules and the tender documentation used to award the Framework.
“Agreement Fees”	Means the fees charged by the Agent for the creation, management and ongoing administration of this Agreement including delivery of any Competitive Selection Process.

<p>“Award Criteria”</p>	<p>Means the original criteria used to evaluate tender submissions to create the Framework.</p>
<p>“Award Without Competition”</p>	<p>Means the award of a Call-Off Contract under this Framework without a competitive selection process, pursuant to section 45(4) of the PA23.</p>
<p>“Call-Off Award Criteria”</p>	<p>Means the award criteria applied to evaluate tender submissions for Competitive Selection Processes and shall derive from the original Award Criteria, reflecting the Member’s particular requirements accordingly.</p>
<p>“Call-Off Contract”</p>	<p>Means a contract for the Supply of Goods awarded by a Member to the Supplier by either Award Without Competition or Competitive Selection Process. Standard sets of terms governing a Call-Off Contract awarded are provided in Schedules 4, 6 and 7 of this Agreement.</p>
<p>“Centralised Procurement Authority”</p>	<p>means a contracting authority that is in the business of carrying out procurement for or on behalf of, or for the purpose of the supply of goods, services or works to, other contracting authorities. For this Framework the Centralised Procurement Authority is CSKL;</p>
<p>“Commencement Date”</p>	<p>Means the commencement or start of this Framework to which the Supplier has been appointed, being 17th December 2025;</p>
<p>“Competitive Selection Process”</p>	<p>Means the process conducted under this Framework pursuant to section 46 of the PA23, whereby the contracting authority invites one or more Suppliers party to this Framework to compete for the award of a Call-Off Contract, in accordance with the terms set out herein.</p>
<p>“Condition of Participation”</p>	<p>Means a condition that a Supplier must satisfy if the Supplier is to be awarded the public contract.</p>

<p>“Confidential Information”</p>	<p>Means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including trade secrets, Intellectual Property Rights and know-how of either Party, information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, and all personal data and sensitive personal data.</p>
<p>“Contracting Authority”</p>	<p>Means a person or body governed by public law that is subject to the PA23 by virtue of public funding, oversight, or control, and does not operate on a commercial basis.</p>
<p>“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”</p>	<p>Have the meaning given in the UK GDPR.</p>
<p>“Data Loss Event”</p>	<p>Means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.</p>
<p>“Data Protection Authority”</p>	<p>Means any organisation which is responsible for the supervision, promotion and enforcement of the Data Protection Legislation, including the Information Commissioner’s Office (or any joint, like, replacement or successor organisation from time to time).</p>
<p>“Data Protection Impact Assessment”</p>	<p>Means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.</p>
<p>“Data Protection Legislation”</p>	<p>Means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.</p>

<p>“Data Subject Access Request”</p>	<p>Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.</p>
<p>“DPA”</p>	<p>Means the Data Protection Act 2018.</p>
<p>“EHCP”</p>	<p>Means an Education, Health and Care Plan. This is a legally binding document in England that sets out the special educational needs (SEN) of a child or young person aged up to 25, along with the support required across education, health, and social care to help them achieve positive outcomes.</p>
<p>“EIR”</p>	<p>Means the Environment Information Regulations 2004.</p>
<p>“FOIA”</p>	<p>Means the Freedom of Information Act 2000.</p>
<p>“Force Majeure”</p>	<p>Means any cause materially affecting the performance by a party of its obligations under this Agreement arising from any act (as defined in clause 15.2) beyond its reasonable control and affecting any party.</p>
<p>“Framework”</p>	<p>Means the CSKL and TPPL Framework for Purchase of Vehicles, including associated equipment and services pursuant to FTS Notice reference: 2025/S 000-051145 that this Agreement governs.</p>
<p>“FTS”</p>	<p>Means the UK Government’s online Find A Tender service (https://www.find-tender.service.gov.uk/).</p>
<p>Information Commissioner’s Office</p>	<p>Means the United Kingdom’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals (https://ico.org.uk/).</p>

<p style="text-align: center;">“Insolvency”</p>	<p style="text-align: center;">Means the following in relation to the Supplier</p> <ul style="list-style-type: none">a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; orb) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); orc) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; ord) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; ore) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; orf) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;g) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; orh) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; ori) where the Supplier is an individual or partnership, any event analogous to those listed in (a) to (g) (inclusive) occurs in relation to that individual or partnership; or any event analogous to those listed in (a) to (h) (inclusive) occurs under the law of any other jurisdiction.
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<p>“Intellectual Property Rights”</p>	<p>Means</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction.
<p>“Legislation or Law”</p>	<p>Means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, bylaw, regulatory policy, guidance or industry code, judgment of a UK court, or directives or requirements of any Regulatory Body of which the Supplier is bound to comply. Any reference to “Legislation” shall be construed accordingly.</p>
<p>“Lots”</p>	<p>Means the different lots within the Framework that forms the basis of this Agreement. The list of Lots the Supplier is appointed to are shown in Schedule 2.</p>
<p>“Management Information”</p>	<p>Means the information and data required by CSKL and the Agent from the Supplier to manage and operate the Framework. The information required is defined under clause 10.5.</p>
<p>“Member(s)”</p>	<p>Means CSKL or any organisation who is a member of the TPPL buying club and is eligible (under the terms of FTS Notice reference: 000-051145) to award a Call-Off Contract under the relevant Lot of this Agreement. Members of the TPPL buying club can only be public sector organisations and their wholly owned subsidiaries who classify as contracting authority.</p>

<p>“OEM Manufacturer”</p>	<p>Means the original manufacturer of the unconverted Vehicle.</p>
<p>“Party”</p>	<p>Means any party to this Agreement as listed in clause 1.</p>
<p>“PA23”</p>	<p>Means the Procurement Act 2023.</p>
<p>“Performance Indicators”</p>	<p>Means any measures and service levels which are to be monitored by the Parties using available management information, as defined by a Member in the Call-Off Contract;</p>
<p>“Price”</p>	<p>Means the cost of Purchase for Vehicles from the Supplier. The Price shall (unless otherwise agreed) be set in accordance with Clause 11.</p>
<p>“Prohibited Act(s)”</p>	<p>The following constitute a Prohibited Act:</p> <ul style="list-style-type: none"> (a) directly or indirectly to offer, promise or give any person; <ul style="list-style-type: none"> (i) working for or engaged by CSKL a financial or other advantage; (ii) induce that person to perform improperly a relevant function or activity; or (iii) reward that person for improper performance of a relevant function or activity; (b) directly or indirectly to request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract. (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with CSKL; or (iv) defrauding, attempting to defraud or conspiring to defraud CSKL.

<p>“Protective Measures”</p>	<p>Means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.</p>
<p>“Purchase”</p>	<p>Means the acquisition of goods and services. In the context of this Agreement it is the purchase of goods and services defined as Vehicles.</p>
<p>“PSV”</p>	<p>Means a Public Service Vehicle. This is a motor vehicle used to carry passengers for hire or reward.</p>
<p>“Specification”</p>	<p>Means the standard specification stated in Schedule 3 of this Agreement. Members have flexibility to amend and add to this standard specification as appropriate to their requirements.</p>
<p>“Sub-processor”</p>	<p>Means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement.</p>
<p>“Suspended”</p>	<p>Means the Supplier has been temporarily removed from having opportunity to be awarded Call-Off Contracts via Award Without Competition or Competitive Selection Process.</p>
<p>“Tender”</p>	<p>Means the Supplier’s original tender submission to participate in the Framework.</p>
<p>“UK GDPR”</p>	<p>Means the retained UK Law version of the General Data Protection Regulation as set out in Regulation (EC) 2016/679 brought into effect by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI: 2019 419).</p>

“Vehicles”	Means the range of chassis, van conversions, and coach-built vehicles detailed by the Lots of the Framework. In the context of Lot 5 it means the provision of passenger transport services, including, if required, passenger assistant/escorts. It also means other associated vehicles, extra products, activities and services, that are likely and reasonable to be required by Members or Contracting Authorities under a Call-off Contract pursuant to the nature of this Agreement;
“Working Day”	Means any day of the week except Saturday, Sunday and public holidays on which banks are open for general business in the City of London.

3. Interpretation

- 3.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.
- 3.2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 3.3. A reference to a party shall be to a party to this Agreement and the expression parties shall be construed accordingly.
- 3.4. Words in the singular shall include the plural and vice versa.
- 3.5. A reference to one gender shall include a reference to the other genders.
- 3.6. A reference to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
- 3.7. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 3.8. A reference to writing or written includes faxes and e-mail.
- 3.9. A reference to a clause in any Part shall, unless otherwise expressly provided, be to a clause within that Part.
- 3.10. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

4. Structure

- 4.1. The Agreement contains the following additional parts:-

- 4.1.1. Schedule 1: The Award Criteria used at tender;
- 4.1.2. Schedule 2: The Lots of the Framework, including confirmation of which Lot(s) the Supplier is appointed to;
- 4.1.3. Schedule 3: Specification;
- 4.1.4. Schedule 4: Terms and Conditions of Contract Supply (Call-Off Contract);
- 4.1.5. Schedule 5: Terms and Conditions of Contract Services (Call-Off Contract);
- 4.1.6. Schedule 6: Supplier's Price List;
- 4.1.7. Schedule 7: Data Processing Particulars.

5. Duration

- 5.1. This Agreement begins on the Commencement Date and will continue for a period of forty-eight (48) months unless otherwise terminated in accordance with the terms of this Agreement, specifically Clause 11.1.

6. Scope of Agreement

- 6.1. This Agreement governs a Framework accessible by Members consisting of consisting of five (5) Lots for the supply of Vehicles.
 - 6.1.1. Lot 1: Vehicle chassis, converted and unconverted 5 seats and above
 - 6.1.2. Lot 2: Van conversions 5 – 26 seat accessible and non-accessible vehicles
 - 6.1.3. Lot 3: Coach built 5-36 seat accessible and non-accessible vehicles
 - 6.1.4. Lot 4: 36 seats and above, buses and coaches to include single/double decked, articulated and tri-axle vehicles
 - 6.1.5. Lot 5: Community/Passenger Transport Services: Including driver/operator – SEND transport, PTS, Community Transport & Care Homes
- 6.2. This Agreement is to document the relationship between CSKL, the Agent and the Supplier. The Supplier's Framework appointment shall be governed by this Agreement. Its purpose is to ensure roles and any obligations as part of involvement in the Agreement are clear and understood.
- 6.3. The Agreement provides an outline process that should be followed by Members wishing to place Call-Off Contracts under this Agreement.
- 6.4. This Agreement does not grant exclusivity for the Supplier. The Supplier agrees that at all times CSKL and Members are entitled to enter into other contracts and agreements with other providers for the Purchase of any or all Vehicles.
- 6.5. This Agreement includes two preferred forms of Call-Off Contract, it is expected, unless varied during Award Without Competition or Competitive Selection Process, that:-
 - 6.5.1. For awards under Lots 1 – 4, the Call-Off Contract terms and conditions will be the Framework's standard Call-Off Contract as provided at Schedule 4 of this Agreement;

- 6.5.2. For awards under Lot 5, the Call-Off Contract terms and conditions will be the Framework's standard Call-Off Contract as provided at Schedule 5 of this Agreement;
- 6.5.3. Any relevant terms and conditions and Specification agreed to by the Supplier as part of this Agreement or the original tender process to create the Framework may be varied under a Call-Off Contract provided that it is reasonable.
- 6.6. The Supplier acknowledges and agrees that there is no obligation for CSKL and Members to Purchase any Vehicles from the Supplier throughout the duration of this Agreement.
- 6.7. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made to the Supplier in respect of the total quantities or values of the Vehicles to be Purchased from them through this Agreement and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.
- 6.8. The Supplier (including its subcontractors) and Members accessing the Framework acknowledge that CSKL and the Agent accept no responsibility for the chosen Call-Off Contract award process of any Member who chooses to use the Framework. It is for the Supplier and Members to ensure that the Call-Off Award Criteria and the Call-Off Contract will not breach PA23 or any other legislative obligations and should it do so neither CSKL nor the Agent shall be held accountable, responsible or liable in any way.
- 6.9. For the avoidance of doubt, neither CSKL, the Agent or the Members shall be liable at any time to the Supplier for any loss of profit, loss of contracts or other costs or losses suffered as a result of the Supplier not being awarded any Call-Off Contract.
- 6.10. The Supplier acknowledges that neither CSKL nor the Agent shall be responsible for any outstanding invoices or other financial payments not received by the Supplier from any other Member that has accessed and Purchased Vehicle(s) from the Framework.

7. Call-Off Contracts - Conditions

- 7.1. Standard sets of terms and conditions for Call-Off Contracts are provided within Schedules 4 and 5 of this Agreement. Members can more precisely formulate these standard terms and conditions as appropriate and necessary to meet the needs of their organisation and any legislative requirements.
- 7.2. Performance Levels may be set dependent on the needs of the Member through a Competitive Selection Process or Award Without Competition process.
- 7.3. Call-Off Contracts awarded under this Agreement may be extended on the basis of continuity and cost only in accordance with the provisions of PA23, a number of potential risks.
- 7.4. Call-Off Contracts will be awarded by Members in accordance with the rules as defined by PA23.
- 7.5. Payment terms are 30 days from date of undisputed invoice. The Supplier may request shorter Payment Terms under an Award Without Competition or Competitive Selection Process, in all circumstances Members reserve the right to decline any such request:

7.6. It is the Supplier's responsibility to complete whatever forms or other such registration process that may be required by an individual Member to allow them to place an order and/or pay invoices promptly.

7.6.1. The Supplier is advised to ensure that any such requirements are completed prior to the acceptance of any order placed by a Member pursuant to a Call-Off Contract.

7.7. It is the Supplier's responsibility to inform the relevant sites, outlets and/or supply-chain partners of a Call-Off Contract award. This is particularly relevant when the individual Member's Call-Off Contract requirements covers a variety of geographical locations.

8. Call-Off Contracts – Award Criteria

8.1. Award Criteria and weightings used as part of the tender process to create the Framework may be more precisely formulated and/or supplemented with additional reasonable, relevant and proportionate Award Criteria during a Competitive Selection Process. This is provided changes to weightings and any supplemental Award Criteria used do not represent a material deviation.

8.2. The original Award Criteria used within the Framework tender process are:

8.2.1. Cost 40%, for all Lots;

8.2.2. Quality 50%, for all Lots;

consisting of varied sub-criteria as shown in Schedule 2. The Award Criteria and any sub-criteria can be adjusted from 0% - 100% and/or supplemented in accordance Clause 8.1 under a Competitive Selection Process. Quality based Award Criteria may also be evaluated on a pass or fail basis, particularly in relation to meeting Vehicles specification(s) set by Members.

8.2.3. Social Value 10%, for all Lots.

8.2.4. Award Criteria used in any Competitive Selection Process should be clearly communicated to all Supplier(s) participating in that Competitive Selection Process within the procurement documentation used.

9. Call-Off Contracts – Award Processes

9.1. Call-Off Contracts can be awarded by Members on the following basis:

9.1.1. Award Without Competition, which is an award without reopening competition in accordance with section 45(4) of PA23 and Clause 9.2.

9.1.2. Competitive Selection Process, whereby the Member seeks to award a Call-Off Contract through reopening competition under the Framework in accordance with section 46 of PA23 and Clauses 9.4 - 9.7 below.

Award Without Competition

9.2. Following review of this Agreement and its Schedules if a Member determines that they can Purchase the range/selection of Vehicles with the service(s) they require from this Agreement then the Member may award a Call-Off Contract without reopening competition, provided that:

- 9.2.1. An Award Without Competition is made based upon which of the Supplier(s) within the relevant Lot can supply the range and type of Vehicles required by the Member at the best price and quality. For the avoidance of doubt a Member can therefore, if necessary, factor in an Award Without Competition information available from the Supplier(s) party to this Agreement, including (but not limited to) the following elements:
 - 9.2.1.1. The type and Price of the Vehicle(s) to be Purchased identified and any ancillary services required by the Member;
 - 9.2.1.2. Specification of Vehicles in addition to Schedule 3;
 - 9.2.1.3. The capacity of the Supplier(s) to meet the requirements of the Member;
 - 9.2.1.4. The network/location of the Supplier(s) depots/branches;
 - 9.2.1.5. The account management provided;
 - 9.2.1.6. Member specified Conditions of Participation;
 - 9.2.1.7. Any delivery requirements, including potential lead-times (or lack thereof).
- 9.2.2. On the basis of 9.2.1 an Award Without Competition may be made to lower ranked Suppliers within a Lot, where the highest ranked Supplier in accordance with the original Award Criteria cannot supply the Vehicle(s) required to the Member at the best price and quality.
- 9.2.3. An Award Without Competition may also be made to a lower ranked Supplier within a Lot where the highest rank Supplier declines the Call-Off Contract to be awarded.
- 9.2.4. The decision regarding whether a Award Without Competition from this Agreement is appropriate rests solely with the Member seeking to award the Call-Off Contract on a Award Without Competition basis.

Competitive Selection Process

- 9.3. Where a Member requires the Supplier to develop proposals or a solution in respect of such Member's more precisely formulated operational service requirements then the Member shall award a Call-Off Contract in accordance with the Competitive Selection Process set out in Clauses 9.4 - 9.7.
- 9.4. Any Member awarding a Call-Off Contract under this Agreement through a Competitive Selection Process shall:
 - 9.4.1. Ensure compliance with the requirements of section 46 of PA23;
 - 9.4.2. Identify which Lot(s) the Call-Off Contract should be awarded under;
 - 9.4.3. Identify which Suppliers within the Lot(s) are capable of supplying the required Vehicles;
 - 9.4.4. Develop a Competitive Selection Process tender setting out its requirements for the Vehicle(s), this may include but is not limited to;

- 9.4.4.1. Identification of the Member's Conditions of Participation (if required by the Member);
 - 9.4.4.2. Identification of the Member's specific operational requirements and Specification for the Vehicles and associated services;
 - 9.4.4.3. Nomination of any preferred ancillary service providers.
 - 9.4.5. Clearly state the Call-Off Award Criteria to be used and any appropriate guidance as to the evaluation process/methodology being applied;
 - 9.4.6. Make the Competitive Selection Process tender available to Suppliers identified as suitable to participate via an online electronic 'eTender' portal;
 - 9.4.6.1. Submissions from Suppliers for all Competitive Selection Processes must also be made online only via an electronic 'eTender' portal.
 - 9.4.7. Allow Suppliers a reasonable and proportionate amount of time to prepare and submit their responses;
 - 9.4.7.1. All Competitive Selection Process submissions are considered fixed, and must be held open for acceptance by the Member for a period of 90 days.
 - 9.4.8. Evaluate submissions in accordance with the Call-Off Award Criteria detailed within the Competitive Selection Process. With the results of the application of the Call-Off Award Criteria forming the basis of its decision to award a Call-Off Contract for provision of Vehicle(s);
 - 9.4.9. Award its Call-Off Contract to the successful Supplier(s) as per the Call-Off Award Criteria stated within the Competitive Selection Process;
 - 9.4.10. Provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful. It is ultimately at the Member's discretion as to whether they will provide full Assessment Summaries to Suppliers.
- 9.5. Any Supplier invited to participate in a Competitive Selection Process shall notify the Member in writing if it declines to submit a response to the Competitive Selection Process.
- 9.6. The Member conducting the Competitive Selection Process shall be entitled at all times to decline to make an award. Nothing in this Agreement shall oblige any Member to award any Call-Off Contract.
- 9.7. The Supplier recognises that each Member seeking to award a Call-Off Contract pursuant to this Agreement is responsible for its conduct and compliance of the process used. The Supplier agrees that CSKL and the Agent shall have no liability in relation to:-
- 9.7.1. The conduct and behaviour of Members conducting the Competitive Selection Process.
 - 9.7.2. The performance or non-performance of any Call-Off Contracts between Members and Suppliers.

Exclusion from consideration

- 9.8. A Member shall be entitled (but not obliged), at its discretion, to exclude the Supplier from consideration for a particular Call-Off Contract in any of the following circumstances if at the relevant time:
- 9.8.1. the Supplier in question has confirmed that it does not want to or cannot provide the Vehicles in question;
 - 9.8.2. the participation of the Supplier in question on this Agreement has been suspended or terminated by CSKL, because the Supplier:
 - 9.8.2.1. commits a material breach of the terms of this Agreement or any Call-Off Contract;
 - 9.8.2.2. fails to declare a trading relationship with a Member directly resulting from this Agreement;
 - 9.8.2.3. ceases to carry on its business, becomes insolvent, has a liquidator, trustee in bankruptcy, receiver, manager or administrative receiver appointed in respect of its assets or (where the Supplier is a partnership) those of any partner of the firm or applies for a moratorium.
 - 9.8.2.4. A substantive dispute or difference has previously arisen between the Supplier and any Member in connection with this Agreement and/or any Call-Off Contract and remains unresolved to the satisfaction of that Member (i.e. the Member with whom the dispute arose).
 - 9.8.2.5. CSKL reasonably considers that awarding the Call-Off Contract to the Supplier in question would create an actual or potential conflict between the pecuniary or personal interests of the Supplier or its staff and the duties that would be owed to the Authority under the relevant Call-Off Contract.
- 9.9. The Supplier acknowledges that each Member is independently responsible for the conduct of its award of Call-Off Contracts under this Agreement and that CSKL is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 9.9.1. the conduct of other Members in relation to this Agreement; or
 - 9.9.2. the performance or non-performance of any Call-Off Contracts between the Supplier and any other Member entered into pursuant to the Agreement.

Accepting and Declining Call-Off Contracts

- 9.10. Following receipt of a Call-Off Contract appointment, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Member (taking into account all relevant circumstances in relation to the subject matter and nature of the relevant Call-Off Contract) and notified to the Supplier at the same time as the submission of the Call-Off Contract appointment acknowledge receipt of the Call-Off Contract appointment and either:
- 9.10.1. notify the Member that it declines to accept the Call-Off Contract; or
 - 9.10.2. notify the Member that it accepts the Call-Off Contract by signing and returning the Call-Off Contract (if applicable).
- 9.11. If the Supplier:

- 9.11.1. notifies the Member that it declines to accept a Call-Off Contract; or
- 9.11.2. the period of time referred to in clause 9.10, determined by the Member at its discretion, has expired,

then the offer from the Member to the Supplier (as evidenced by the issue of the Call-Off Contract appointment) shall automatically lapse and the relevant Member may issue the relevant Call-Off Contract to the supplier that obtained the next highest score under the relevant award process.

9.12. The Supplier in agreeing to accept a Call-Off Contract pursuant to clause 9.10.2 above shall enter into a Call-Off Contract with the relevant Member for the provision of Vehicles referred to in that Call-Off Contract, such Call-Off Contract to be formed on the Member's receipt of the relevant Call-Off Contract, duly signed by the Supplier.

9.13. The Supplier shall perform all Call-Off Contracts entered into with Members:

- 9.13.1. in accordance with any requirements of this Agreement;
- 9.13.2. in accordance with the terms and conditions of the respective Call-Off Contracts.

9.14. In the event of any conflict or inconsistency between the terms of this Framework and those of a Call-Off Contract awarded pursuant to it, the terms of the Call-Off Contract shall take precedence solely in respect of service delivery, pricing, and other requirements expressly defined within that Call-Off Contract.

- 9.14.1. The Framework shall continue to govern all overarching obligations, Supplier responsibilities, and provisions relating to supplier appointment, compliance, and governance, unless explicitly displaced by the Call-Off Contract.
- 9.14.2. Nothing in a Call-Off Contract shall override statutory obligations under PA23 or modify the structure or scope of the Framework unless permitted under applicable procurement legislation.

10. Agreement fees & Provision of data

10.1. The Supplier, when awarded a Call-Off Contract under this Agreement to supply Vehicles will pay a Framework Fee to the Agent on the following basis on each of the Lots, unless specified differently under the Competitive Selection Process used to award the Call-Off Contract:

Lot	Framework Fees
1	The Supplier will pay a fee of 1% of the total Capital Cost of the chassis. Where the Supplier is supplying a converted chassis, the fee payable is 1% of the total Capital Cost of the completed converted Vehicle.
2	Where the Supplier is nominated to complete conversion works on a chassis supplied to them the fee payable is 1% of the total Capital Cost of the conversion works. Where the Supplier provides the chassis and completes the conversion works the fee is 1% of the total Capital Cost of the completed converted Vehicle.
3	
4	

Lot	Framework Fees
5	The supplier will pay 1.25% of the total cost invoiced to the Contracting Authority.
<p>All fees are chargeable:</p> <ul style="list-style-type: none"> a. Plus VAT (Value Added Tax) at the prevailing rate b. Per individual vehicle delivered to CSKL or to any other Member c. For used/ex. demonstration vehicles as well as new 	
<p>Member Rebate – Supporting Carbon Reduction:</p> <p>To support Contracting Authorities with the additional investment required when acquiring Full Battery Electric and Hydrogen Fuel Cell Electric vehicles with 8 or more passenger seats (not including electric/internal combustion hybrids, mild hybrids or internal combustion engine vehicles), 25% (equating to 0.25% of the total Capital Cost) of the framework fee generated under Lots 1 - 4 shall be disbursed by the Agent back to the Contracting Authority that has purchased said Vehicle(s) using this Framework.</p>	

10.2. Fees are payable to the Agent within 5 working days from the Supplier receiving payment from the Member.

10.2.1. In circumstances of where the Supplier overpays the Agent and repayments are necessary, the Agent reserves the right to charge an administration fee of £25 (plus VAT at the prevailing rate) to do so.

10.3. If the Supplier fails to make any payment when due, in accordance with Clause 10.2 above, the Agent may charge the Supplier daily interest on the overdue amount at the rate of 3% per annum above the base rate from time to time of the Bank of England.

10.4. The Supplier shall not pass on, recharge to and/or recover by whatever means from any Member the cost of the Agreement fees. Agreement fees shall be exclusive of VAT. The Supplier shall pay the VAT on the Agreement fees at the prevailing rate on the date of invoice.

10.5. Management Information, including provision of copy invoices if requested by the Agent, covering the number of Vehicles purchased (or other charges invoiced under Lot 5) to Members will be required from the Supplier on a monthly basis by the Agent. Management Information requested is to be provided within 5 working days.

10.5.1. The Agent reserves the right to invoice the Supplier a fee of £50 (plus VAT at prevailing rate) to cover administration costs if Management Information is not provided within a reasonable period, defined as no longer than 15 Working Days, from the initial request.

10.6. Any IT development costs incurred by the Supplier in the provision of Management Information as described in 10.5 are the sole responsibility of the Supplier.

10.7. The Supplier shall make any payments of Agreement Fees due to the Agent without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

10.8. The Agent reserves the right to review the position of the Supplier on the Framework for regular and unreasonable failure to provide the required Management Information and/or non-payment of invoices.

10.8.1. Failure to provide Management Information or to pay invoices on time on more than three (3) occasions in any rolling twelve (12) month period may result in the Supplier being suspended.

10.8.2. Two (2) occurrences of the Supplier being Suspended, may at the discretion of the Agent and CSKL be considered a material breach of this Agreement for the purposes of clause 12.1.

11. Price

11.1. For Lots 1 – 4, Price will be in accordance with the results of a Competitive Selection Process or for the purposes of an Award Without Competition, the price for the Vehicle(s) as advised by the Supplier to the Agent based upon the requirements of the Member.

11.2. For Lot 5, a Price List will be available to facilitate Awards Without Competition. The Agent will review the Price List annually, providing opportunity for the Supplier to review their range of offered Vehicles and the corresponding Price. New Vehicles and a new Price List may be submitted by the Supplier to take effect on every annual anniversary of the Agreement Commencement Date.

11.2.1. The Agent reserves the right to refuse and decline requests for Price changes or the introduction of new Vehicles on a revised Price List by the Supplier that are unreasonable and not supported with suitable evidence providing justification for the change.

11.2.2. Any changes to the Vehicles, the Price and the overall Price List will be revaluated using the original Award Criteria, this may result in changes to the Supplier's ranking position on the Framework.

11.2.3. If no revisions are submitted by the Supplier within 10 Working Days of any stated deadline to submit revisions, the existing Price List shall remain in effect for the next 12-month period. Failure to respond shall be considered acceptance that existing Price List shall remain in effect, alternatively, the Supplier can request removal from the Price List for that 12-month period.

11.3. Prices submitted through any Competitive Selection Process must be exclusive of VAT. Prices quoted in any Competitive Selection Process shall be deemed to include all taxes (except VAT) duties, insurance premiums, guarantees or other costs and commissions associated with the provision and delivery of the Vehicles (where applicable).

12. Termination

12.1. CSKL and the Agent reserves the right to terminate this Agreement forthwith in the following circumstances:

12.1.1. the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement or Call-Off Contract with a Member and, if such breach is or are remediable, fails to provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or

- 12.1.2. the Supplier fails to declare a trading relationship with a Member directly resulting from this Agreement;
 - 12.1.3. CSKL and/or the Agent becomes aware of a serious infringement of the obligations under PA23; or
 - 12.1.4. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or applies for a moratorium; or
 - 12.1.5. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 12.1.6. the Supplier ceases, or threatens to cease, to carry on business; or
 - 12.1.7. CSKL and/or Agent reasonably apprehends that any of the events in Clauses 12.1.4 to 12.1.6 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
 - 12.1.8. the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with CSKL and/or Agent; or
 - 12.1.9. the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010; or
 - 12.1.10. if the Competition and Markets Authority (or its successor body) makes a formal finding that a Supplier has committed an infringement of competition law (including, without limitation, an infringement of the Competition Act 1998) or the Supplier makes a formal admission in this respect; or
 - 12.1.11. there has been a breach of contract modification obligations under Section 74 and Schedule 8 of PA23.
- 12.2. Either CSKL, its Agent or the Supplier may terminate this Agreement without reason at any time provided at least twenty (20) Working Days' notice is given.

13. Consequences Of Termination

- 13.1. Termination shall be without prejudice to the rights and remedies of the Supplier and CSKL and/or Agent accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of such termination.
- 13.2. All provisions of this Agreement which are expressed to survive termination or expiry of this Agreement shall continue in force and effect in accordance with their terms.
- 13.3. Subject as otherwise provided in the Agreement neither Party shall have any further obligation to the other under the Agreement.

- 13.4. Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement and any Call-Off Contract until the date of termination or expiry of the Agreement or such other date as required.
- 13.5. Termination or expiry of the Agreement shall not cause any Call-Off Contract entered into prior to the termination of the Agreement to terminate.

14. Marketing

- 14.1. The Supplier shall not, without written approval of CSKL, the Agent or other relevant Party:
- 14.1.1. make any statements to the press or publicise this Agreement in any way; or
 - 14.1.2. use CSKL's, the Agent's or any of the Party's name or brand in any promotion or marketing.
- 14.2. The decision to approve any request for use of name, brand or other marketing information shall not be unreasonably withheld or delayed by any Party.
- 14.3. The Supplier will ensure that any marketing information relating to this Agreement published via any media, particularly online, is kept up to date and accurate where it is practically possible to do so. In the event that the Supplier fails to keep any information up to date, CSKL or the Agent may give the Supplier notice of the failure.
- 14.4. Where notice is given of a failure the Supplier has twenty (20) Working Days to resolve the issue to the satisfaction of CSKL or the Agent. Where a failure is not resolved within the timescale stated CSKL or the Agent reserve the right to for such information to be removed immediately by any means. The cost of such removal to be the sole responsibility of the Supplier.

15. Force Majeure

- 15.1. If either Party is unable to perform any obligation under this Agreement because of an event of Force Majeure which is both beyond that Party's control and is such that the Party with the application of all due diligence and foresight could not prevent which causes the cessation of or a substantial interference with the performance of the Agreement, the duty of the Party to perform the relevant obligation shall be suspended until such circumstances have ceased.
- 15.2. For the purposes of this Clause 15 the circumstances below are events of Force Majeure:
- 15.2.1. explosion;
 - 15.2.2. war;
 - 15.2.3. civil disorder;
 - 15.2.4. fire or flood;
 - 15.2.5. actual or threatened terrorist attack;
 - 15.2.6. exceptionally adverse weather conditions;
 - 15.2.7. strike or lockout;
 - 15.2.8. act of God

- 15.2.9. epidemic or pandemic; or
- 15.2.10. acts or legislation passed by central Government that may impact the validity of any aspect of this Agreement.

16. Notices

- 16.1. Except as otherwise expressly provided within this Agreement, no notice from one Party to the other shall have any validity under this Agreement unless made in writing by or on behalf of the Party concerned.
- 16.2. Any notice which is to be given by either Party to the other shall be given by letter (sent by hand, registered post, by recorded delivery service and/or by email) such letters shall be addressed to the other Party at the addresses stated below. Provided the notice is not returned as undelivered, the notice shall be deemed to have been given two (2) working days after the day on which the letter was hand delivered or posted or sooner where the Party acknowledges receipt of such letters. No notice will be accepted if sent by fax.
- 16.3. An email shall be deemed delivered when sent unless an error message is received.
- 16.4. For the purposes of notices the address of each Party shall be as stated in Clause 1;
- 16.5. Any Party may change its address by serving a notice in accordance with clause 16.2.

17. Intellectual Property Rights

- 17.1. No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 17.2. The Agent and/or Supplier shall not cause or permit anything which may damage or endanger the Intellectual Property Rights of CSKL or CSKL's title to it, nor assist or allow others to do so.
- 17.3. The Agent and/or Supplier shall not in connection with the performance of the Framework use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any Intellectual Property Rights.
- 17.4. No Party to this Agreement shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

18. Confidentiality

- 18.1. Each Party to this Agreement will:
 - 18.1.1. treat the other Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - 18.1.2. not disclose the other Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the other Party's prior written consent;

- 18.1.3. not use or exploit the Confidential Information disclosed in any way except for the purposes anticipated under this Agreement; and
 - 18.1.4. immediately notify the other Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the other Party's Confidential Information.
- 18.2. Parties shall be entitled to disclose the Confidential Information of the other Party where:
- 18.2.1. there is a requirement to disclose the Confidential Information by Law, including, but not limited to, requirements in connection with the FOIA or the EIRs;
 - 18.2.2. the need for such disclosure arises out of or in connection with any legal challenge or potential legal challenge against CSKL, the Agent or Member arising out of or in connection with this Agreement;
 - 18.2.3. a Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 18.3. This whole Clause 18 shall survive beyond any expiry or termination of this Agreement.

19. Data Protection

- 19.1. The Parties shall each share and Process the relevant Personal Data under this Agreement. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. The Parties anticipate and agree that each Party shall:
- 19.1.1. act as a controller in respect of the relevant Personal Data
 - 19.1.2. process that data to the extent necessary for their own legitimate purposes (whether or not such purposes are within the scope of this Agreement);
 - 19.1.3. be individual controller in respect of the relevant Personal Data and therefore Article 26 of the UK GDPR does not apply to the Parties' activities under this Agreement.
- 19.2. Each of the Parties acknowledges and agrees that:
- 19.2.1. it shall process the relevant Personal Data in accordance with Schedule 8 (Data Processing Particulars): and
 - 19.2.2. Schedule 7 is an accurate description of the Data Processing Particulars; and
 - 19.2.3. where a Party is acting as controller in relation to its activities under this Agreement, it shall comply with its obligations under the Data Protection Legislation; and
 - 19.2.4. where either Party collects personal data, which it subsequently transfers to the other Party for the purpose of providing, or enabling the provision of, the Services, it shall:
 - 19.2.5. ensure that it is not subject to any prohibition or restriction which would:

- 19.2.5.1. prevent or restrict it from disclosing or transferring the relevant Personal Data to the other Party, as required under this Agreement; or
 - 19.2.5.2. prevent or restrict the other Party from processing the relevant Personal Data for the Permitted Purposes; and
 - 19.2.5.3. ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Transparency Requirements to enable the other Party to Process the relevant Personal Data in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation; and;
- 19.2.6. ensure that the relevant Personal Data are:
 - 19.2.6.1. adequate, relevant and limited to what is necessary in relation to the Permitted Purposes; and
 - 19.2.6.2. accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate relevant Personal Data, (having regard to the Permitted Purposes), has been erased or rectified.
- 19.3. Both parties agree to register and maintain a registration with the Information Commissioner's Office.
- 19.4. Each Party shall not, by its acts or omissions, knowingly cause the other Party to breach its respective obligations under the Data Protection Legislation.
- 19.5. Each Party shall notify the other Party of any subject access requests relating to the right to be forgotten and any links or copies of such data which should be erased in order that the other Party may comply with its obligations under Article 17(2) of the UK GDPR.
- 19.6. Customer acknowledges and agrees that the Supplier may transfer relevant Personal Data to a third without its prior consent on the basis that the Supplier has in place a mechanism which ensures an adequate level of protection for such transfer, in accordance with the Data Protection Legislation.
- 19.7. Nothing in this Agreement shall:
 - 19.7.1. preclude either Party from Processing the relevant Personal Data for their own legitimate purposes to the extent that each Party is legally entitled to do so in accordance with the Data Protection Legislation; or
 - 19.7.2. confer on either Party any right to Process the relevant Personal Data for purposes which are outside the Permitted Purposes.
- 19.8. The Parties each accept responsibility for their own acts in procuring or processing for any purpose any additional personal data or sensitive personal data outside the scope of the relevant Personal Data directly from Eligible Renter's or Authorised Driver's following termination of this Agreement.
- 19.9. Neither Party shall retain or Process the relevant Personal Data for longer than is necessary to carry out the Permitted Purposes.

- 19.10. Notwithstanding Clause 19.9, the Parties shall continue to retain the relevant Personal Data in accordance with any statutory or professional retention periods applicable in their respective industries.
- 19.11. Each Party shall notify the other without undue delay, following its receipt of any Data Subject Request or correspondence from the Information Commissioner's Office, which relates directly the Processing of the relevant Personal Data under this Agreement or to either Party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Request or Regulatory Body Correspondence and reasonable details of circumstances giving rise to it. In addition to providing the notice referred to in this Clause 19.12, each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or communication (whether written or verbal) with any Regulatory Body.
- 19.12. In respect of any actual Personal Data Breach related to the Services, each party shall notify the other Party of the Personal Data Breach without undue delay by email of becoming aware of a Personal Data Breach which is likely to have an impact on the other Party's business or Customers and each Party will provide reasonable assistance to the other to enable the parties to fulfil their respective obligations under Data Protection Legislation and to effectively communicate with the relevant Data Subjects and supervisory or regulatory authority.
- 19.13. All relevant Personal Data shall be stored and retained in accordance with Supplier's privacy policy, accessible upon request from the Supplier.
- 19.14. Each party's total liability to the other, whether in contract, tort, for breach of statutory duty or otherwise under or in connection with this Agreement shall not exceed £10,000,000 (ten million pounds) for any breach of their data protection obligations.

20. The Supplier's Obligations And The Framework Standard

20.1. The Supplier shall act:

- 20.1.1. with all the due skill care and diligence to be expected of a competent Supplier experienced in providing services of a similar kind scope and complexity as that under this Agreement;
- 20.1.2. in accordance with the provisions of the Agreement and Call Off Contract(s) awarded;
- 20.1.3. in accordance with all applicable Legislation or other legal requirements concerning the obligations under the Agreement and Call-Off Contract including without limitation those relating to the health and safety of staff and users;
- 20.1.4. in a manner that does not damage the reputation of CSKL or the Agent.

21. Warranties And Representations

21.1. The Supplier warrants and represents to CSKL and the Agent that:-

- 21.1.1. it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement and any Call-Off Contract;

- 21.1.2. this Agreement is executed by a duly authorised representative of the Supplier;
- 21.1.3. in entering into this Agreement it has not committed any Prohibited Act;
- 21.1.4. as at the Commencement Date, all information, statements and representations contained in the Supplier's Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to CSKL and/or Agent prior to the execution of this Agreement and it will promptly advise CSKL and/or Agent of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- 21.1.5. it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Agreement;
- 21.1.6. it has not caused or induced any person to enter such agreement referred to in Clause 21.1.5 above;
- 21.1.7. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Agreement;
- 21.1.8. it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement;
- 21.1.9. in the three (3) years prior to the Commencement Date:-
 - 21.1.9.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 21.1.9.2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
 - 21.1.9.3. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under this Agreement.

22. Prohibited Acts

- 22.1. The Supplier shall not commit any Prohibited Acts.
- 22.2. In the event the Supplier breaches Clause 22.1, the Supplier shall indemnify CSKL and Agent in full from and against any other loss sustained by CSKL and Agent in consequence of such breach, whether or not the Agreement has been terminated.

23. Conflicts Of Interest

- 23.1. The Supplier shall take appropriate steps to ensure that neither the Supplier nor any staff are placed in a position where (in the reasonable opinion of CSKL and/or Agent) there is or may be an actual conflict, or a potential conflict, between the pecuniary or

personal interests of the Supplier or staff and the duties owed to CSKL and/or Agent under the provisions of this Agreement. The Supplier shall notify CSKL and Agent if such a conflict arises.

24. Insurance And Indemnity

24.1. Subject to Clause 24.2 the Supplier shall indemnify CSKL and Agent, and keep CSKL and Agent indemnified, from and against any and all losses, costs, expenses, damages, claims demands or proceedings whatsoever and howsoever to the extent arising directly (but not indirectly or consequentially) whether in contract tort including negligence under statute in common law or otherwise out of the act default negligence breach of contract breach of statute or statutory duty by the Supplier or any of its employees or agents acting within the course of their employment or any of its sub-Suppliers and their employees or agents.

24.2. The Supplier's liability under Clause 24.1 shall be limited as follows:

24.2.1. in respect of all other liability falling outside of clause 24.3 arising out of or in connection with its obligations under this Agreement and all actions, claims, demands, proceedings, costs and expenses arising in respect of it £5,000,000 (five million pounds) annually and in the aggregate;

24.2.2. in accordance with Clause 24.5 it shall be unlimited.

24.3. The Supplier shall either at its own cost take out and maintain throughout the Agreement with a reputable insurance company or companies the following policies of insurance; or ensure and be able to upon request from CSKL or the Agent demonstrate it has the necessary assets and suitable provisions within their accounts to self-insure to the levels required by this Agreement:

24.3.1. Employer's liability insurance in accordance with the Employer's Liability (Compulsory Insurance Act) 1969 with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising out of any one incident;

24.3.2. Public liability with a limit of indemnity of not less than five million pounds (£5,000,000) annually and in the aggregate;

24.4. Notwithstanding anything to the contrary contained in this Agreement, CSKL's liability whether arising from breach of contract tort including negligence breach of statutory duty or otherwise shall be limited as follows:

24.4.1. in respect of all other liability falling outside of Clause 24.3 arising out of or in connection with its obligations under this Agreement and all actions claims demands proceedings costs and expenses arising in respect of it to £500,000 (five hundred thousand pounds). For the avoidance of doubt, this limitation of liability shall not apply to any Call-Off Contract CSKL awards. The extent of CSKL's liability under each Call-Off Contract shall be exclusively determined in accordance with the provisions thereof. However, CSKL shall not be liable for a Call-Off Contract awarded or entered into by any other Member or eligible contracting authority.

24.5. No Party to this Agreement limits its liability for death or personal injury caused by the negligence of itself or any of its employees or agents acting in the course of their employment, in respect of a misrepresentation made fraudulently or elsewhere where this is not permitted under Legislation.

25. Dispute Resolution

25.1. If there is a dispute between the Parties concerning the interpretation or operation of this Agreement it shall be referred to a senior officer of the Agent and a senior representative of the Supplier for resolution.

25.2. If any dispute is not resolved within twenty (20) Working Days of the referral under Clause 25.1 (or such longer period as the Agent and the Supplier may agree), then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure 2001 (the “model Procedure”) or such later edition as may be in force from time to time.

25.3. To initiate mediation a Party must give notice in writing (the “ADR notice”) to the other Party requesting a mediation in accordance with this Clause 25. The mediation is to take place not later than twenty (20) Working Days after the date of the ADR notice. If there is any issue concerning the conduct of the mediation upon which the Parties cannot agree within ten (10) Working Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.

25.4. If the dispute is not resolved within ten (10) Working Days of the mediation then the Parties may litigate the matter.

26. Audit And Information

26.1. The Supplier shall keep full and proper records in relation to the performance of its obligations under this Agreement and provide CSKL and/or Agent with any information regarding such records as may be reasonably requested in writing by CSKL and/or Agent and/or its internal or external auditors having regard to CSKL’s duties and responsibilities as a public authority.

26.2. Any information requested in writing under Clause 26.1 shall be provided by the Supplier within a reasonable time being no longer than ten (10) Working Days, unless agreed with CSKL and/or Agent, from the date of such written request and shall be provided in hard copy and, where available, also electronically. CSKL and/or Agent shall be entitled to have the originals of any document so requested.

26.3. Without prejudice to the Supplier’s obligations under Clauses 26.1 and 26.2, CSKL and/or Agent shall be entitled to request, and the Supplier shall provide within a reasonable time, employment and relevant personal information in relation to the Supplier’s personnel engaged upon or in connection with the Agreement and/or Call-Off Contract for the purposes of anti-fraud measures such as data matching. The Supplier shall ensure that it takes any measures necessary pursuant to the DPA and any other relevant legislation to facilitate such disclosure lawfully and fairly.

26.4. The Supplier shall keep and maintain until seven (7) years after the date of termination or expiry (whichever is the earlier) of this Agreement (or a longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement.

- 26.5. The Supplier shall keep the records and accounts referred to in Clause 26.1 above in accordance with good accountancy practice.
- 26.6. The Supplier shall afford CSKL and/or Agent, and/or the auditor such access to such records and accounts as may be required by CSKL and/or Agent, and/or the auditor from time to time.
- 26.7. The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) to CSKL and/or Agent and the Auditor upon request and without delay at any time during the Agreement and for a period of six (6) years after expiry or termination of the Agreement.
- 26.8. CSKL and/or Agent shall use reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Supplier or delay the provision of the Agreement, save insofar as control over the conduct of audits carried out by the auditor is outside of the control of CSKL and/or Agent.
- 26.9. The Supplier shall on demand provide the auditor with all reasonable co-operation and assistance in relation to each audit, including: -
- 26.9.1. all information requested by the auditor within the scope of the audit;
 - 26.9.2. reasonable access to sites controlled by the Supplier and to equipment; and
 - 26.9.3. access to the staff.
- 26.10. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 26 unless the audit reveals a material default by the Supplier in which case the Supplier shall reimburse CSKL and/or Agent for CSKL's and/or Agent's reasonable costs incurred in relation to the audit.

27. Novation, Delegation Or Sub-Contracting

- 27.1. The Supplier shall not be entitled to assign, novate or otherwise transfer this Agreement or its rights or obligations thereunder without the prior written consent of CSKL, and/or Agent and such consent shall be at the entire discretion of CSKL, but shall not unreasonably be withheld.
- 27.2. In the event CSKL and/or Agent consents to any assignment, novation or other transfer pursuant to Clause 27.1 it shall be entitled to require and the Supplier shall pay the reasonable administrative and legal costs to CSKL of formalising the assignment, novation or transfer.
- 27.3. CSKL shall be entitled to assign, novate or otherwise transfer this Agreement to any other party at any time.
- 27.4. The Supplier shall be entitled to delegate or sub-contract any of its duties or obligations under this Agreement provided that it has first obtained the express written consent of CSKL and Agent to do so (the giving of which consent shall be entirely at CSKL's discretion).
- 27.4.1. The Supplier is not required to obtain written consent from CSKL or Agent to provide sub-contracted services necessary for the Purchase of Vehicles by Members, including Delivery.

27.4.2. CSKL and the Agent reserve the right to provide written notice for the Supplier to immediately cease (and on receipt of such notice the Supplier shall immediately cease) delegating, sub-contracting or otherwise engaging an agent or other third party where any such services or sub-contractors, agents or other, are found for any reason to not be acting or operating in accordance with Legislation or in any way which might cause reputational damage or harm to CSKL or the Agent.

27.5. The giving of any consent by CSKL in accordance with Clause 27.4 shall not relieve the Supplier of any liability or obligation under this Agreement so that the Supplier shall remain responsible for the acts, omissions and defaults of any sub-supplier or any employees or agents of any sub-supplier in all respects as though they were the acts, omissions and default of the Supplier or any of its agents or employees.

28. Variations

28.1. No variation shall be effective unless it is recorded in writing and signed by all Parties to this Agreement.

29. Waiver

29.1. The failure of any Party to insist upon strict performance of any provision of this Agreement, or the failure of any Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligation established by this Agreement.

29.2. A waiver of any performance default shall not constitute a waiver of any subsequent performance default.

29.3. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by the waiving party to the other parties in writing.

30. Complaints Handling

30.1. The Supplier shall notify CSKL and Agent of any complaint made in relation to the provision of this Agreement within two (2) Working Days (or sooner if appropriate to the subject matter of the complaint) of becoming aware of that complaint and such notice shall contain full details of the Supplier's plans to resolve such complaint.

30.2. Without prejudice to any rights and remedies that a complainant may have under the Agreement, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Agreement, the Supplier shall use its best endeavours to resolve the complaint within ten (10) Working Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

30.3. Within two (2) Working Days of a request by CSKL and/or Agent, the Supplier shall provide full details of a complaint to CSKL and/or Agent, including details of steps taken to resolve the complaint.

31. Contracts Rights Of Third Parties Act 1999

31.1. The Parties do not intend that any term of this Agreement be enforceable by any third party whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

32. Whistleblowing

32.1. The Supplier confirms that the Supplier has an authorised person to whom the Supplier's staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 ("PID Act") and declares that any of its staff making a protected disclosure (as defined by PID Act) shall not be subjected to any detriment and the staff will be made aware of this provision. The Supplier further declares that any provision in any contract purporting to preclude a member of its staff from making a protected disclosure is void.

33. Law and Jurisdiction

33.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

33.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

34. Execution

34.1. The Parties agree that the Agreement shall be executed by means of an online, web-based system.

IN WITNESS of which this Agreement has been duly executed by the Parties

COMMERCIAL SERVICES KENT LIMITED

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

POSITION:

POSITION:

THE PROCUREMENT PARTNERSHIP LIMITED

SIGNATURE:

PRINT NAME:

POSITION:

«Name» SUPPLIER

SIGNATURE:

PRINT NAME:

POSITION:

Schedule 1

The Award Criteria used at tender.

Award Criteria Overall Weightings (Award Questionnaire)	
Award Criteria	Weighting
1. General Questions – All Lots	Pass/Fail
2. Social Value – All Lots	10%
3. Quality Criteria – All Lots	50%
4. Framework Agreement	Pass/Fail
5. Cost Submission (All Lots)	40%
6. Submission Statements	Pass/Fail
7. Unused Specification (Of Vehicles or Service)	-
8. Unused Contract specific Social Value	-

Specification (of Goods or Service) is an unused Award Criterion for the purposes of the Framework tender but may be used by Contracting Authorities as an Award Criterion during Competitive Selection Processes. During call-off contract award processes Contracting Authorities may use specification as a weighted and scored Award Criterion, and/or as a pass/fail criterion.

Contract specific Social Value is an unused Award Criterion for the purposes of the Framework tender but may be used by Contracting Authorities as an Award Criterion during Competitive Selection Processes. During call-off contract award processes Contracting Authorities may use Social Value as a weighted and scored Award Criterion, and/or as a pass/fail criterion.

Schedule 2

The Lots of the Framework the Supplier is appointed to (Shown in the provided tables):

Supplier	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5
«Name»	«Lot_1»	«Lot_2»	«Lot_3»	«Lot_4»	«Lot_5»

Schedule 3 Specification

1. Framework Lots:

- 1.1. Lot 1 – Vehicle chassis, converted and unconverted 5 seats and above
- 1.2. Lot 2 – Van conversions 5 – 26 seat accessible and non-accessible vehicles
- 1.3. Lot 3 – Coach built 5-36 seat accessible and non-accessible vehicles
- 1.4. Lot 4 – 36 seats and above, buses and coaches to include single/double decked, articulated and tri-axle vehicles
- 1.5. Lot 5 – Community/Passenger Transport Services: Including driver/operator – SEND transport, PTS, Community Transport & Care Homes

SPECIFICATON ITEMS - ALL LOTS

2. Geographical Delivery

- 2.1. Deliveries will be required direct to Contracting Authority sites across various locations throughout the UK. Where a Supplier has indicated that they can support a region in their Tender they must be able to deliver to sites within those regions.
- 2.2. The site/location requiring delivery may vary during the Contract period. The Supplier must work with Contracting Authorities to incorporate any changes to delivery requirements.

3. Invoicing Requirements

- 3.1. Contracting Authorities shall be able to request their own bespoke invoicing requirements. Detailed electronic information is to be presented in a format prescribed by the Contracting Authority to allow immediate uploading onto the Contracting Authority's financial system.
- 3.2. Contracting Authorities may opt to make payment via BACS or, where the supplier has the capability, via electronic methods (purchase card, debit card or credit card). The preferred method of payment will be subject to agreement between the Contracting Authority and Supplier at the point of Call-Off Contract award.
- 3.3. Invoices shall be supported by detailed electronic information in a format as agreed with the Contracting Authority to enable internal charging to relevant budget holders. This is likely to include, but must not be limited, to the following:
 - 3.3.1. Invoice number
 - 3.3.2. Date of invoice
 - 3.3.3. Order number
 - 3.3.4. Description of products or services supplied
 - 3.3.5. Correct volume
 - 3.3.6. Establishment name and customer order number
 - 3.3.7. Price

- 3.4. All invoices must be supplied to the Contracting Authority by Suppliers awarded to the Framework, invoices received from any sub-contractor will not be accepted by participating Contracting Authorities.

4. Contract Management

- 4.1. Suppliers will ensure that there is a suitable structure and level of resource in place to deliver the service, which will be led by the nominated Account Manager. The Supplier must have sufficient resources to successfully manage the Framework, and any Call-Off Contract awarded, with capability to resource any future growth.
- 4.2. Account Managers representing the successful Suppliers, will be required to attend contract management meetings to be organised by either individual participating Contracting Authorities and/or CSKL and the Agent, if requested.
- 4.3. Suppliers shall actively manage all sub-contractors to ensure the services delivered comply the requirements of the Framework and with all applicable legislation.
- 4.4. The Supplier shall designate a named Account Manager responsible for delivery under this Framework, who shall act as the primary contact for all operational, contractual, and compliance matters. This individual must have authority to resolve queries and coordinate any sub-contractor involvement.
- 4.5. The Supplier shall maintain and submit, upon request, an escalation chart identifying key contacts for vehicle delivery, safeguarding, data protection, and KPI reporting. Updates shall be provided within five (5) Working Days of any personnel change or reassignment.
- 4.6. Where Services are provided under Lot 5, the Supplier shall ensure that the Account Manager is familiar with SEND and safeguarding standards. If required by the Customer, the Supplier shall appoint a dedicated safeguarding liaison officer to support service delivery and audit readiness.
- 4.7. The Supplier will be required to demonstrate effective sub-contractor management throughout the duration of the Framework.
- 4.8. The Supplier shall ensure that all sub-contractors carry adequate insurance and that they are legally and professionally compliant in all activities.

5. Reporting

- 5.1. The Supplier must be able to provide configurable and comprehensive management information from implementation and on an ongoing basis relative to all activity under this contract at no cost to the Contracting Authority awarding a Call-Off Contract.
- 5.2. The Supplier will, if requested, provide regular management reports to individual Contracting Authority requirements, in MS Excel or a compatible format. This will include as relevant to the Lot, but not be limited to:
 - 5.2.1. Contracting Authority Name
 - 5.2.2. Site/Depot Delivery Location
 - 5.2.3. Product code

- 5.2.4. Product (or Service) Description
 - 5.2.5. Volume
 - 5.2.6. Price per item or service
 - 5.2.7. Total spend per item or service
 - 5.2.8. Passenger numbers, mileage, incident logs
 - 5.2.9. Absence and delay data
 - 5.2.10. Evidence of staff training and certification
- 5.3. Additional information and reports may be requested throughout the duration of the Framework as and when a requirement is identified, for example, in response to changes in government policy.
- 5.4. All reports and data should be presented in a format which can be exported into Microsoft Office Applications or other similar packages used by Contracting Authorities that can manipulate data.

6. Key Performance Indicators

- 6.1. Where required by a Contracting Authority awarding a Call-Off Contract, the Supplier agrees to be monitored against pre-determined Key Performance Indicators disclosed in the Award Without Competition or Competitive Selection Process.
- 6.2. Key Performance Indicators required by Contracting Authorities may include as relevant to the Lot, but are not limited to the following:
- 6.2.1. Items supplied correct first time
 - 6.2.2. The number of orders received and responded to within 24 hours and delivery time agreed
 - 6.2.3. Proportion (%) of delivery lead time achieved against contracted requirement
 - 6.2.4. Items supplied under warranty
 - 6.2.5. Items returned under warranty
 - 6.2.6. Outstanding warranty claims
 - 6.2.7. Warranty claim performance status
 - 6.2.8. Delivery lead time against contracted requirement
 - 6.2.9. Commentary on price increases
 - 6.2.10. Social Value committed to or delivered
 - 6.2.11. Proportion (%) punctual pickups and drop-offs
 - 6.2.12. Proportion (%) service failures without accepted cause
 - 6.2.13. Passenger complaints resolved within 5 working days
 - 6.2.14. Any other information reasonably requested by CSKL, the Agent or Contracting Authority when awarding a Call-Off Contract.

7. Performance Review

- 7.1. CSKL and the Agent reserve the right to undertake a performance review of the Supplier and consider areas for improvement.
- 7.2. During a performance review of the Suppliers, the following items may be discussed:
 - 7.2.1. Review of pricing (if appropriate to the Lot(s) the Supplier is participating in) and availability of products
 - 7.2.2. Management Information & KPIs
 - 7.2.3. Improvements to the Framework, the quality of service, and added value proposals
 - 7.2.4. Changes in personnel, method of operation
- 7.3. The outcome of performance review meetings may affect the Supplier's ranked position for any Lot within which they are participating.
- 7.4. Where applicable to the Lot, CSKL and the Agent, may throughout the duration of the Framework, monitor and test the market in the provision of Vehicles for the purpose of comparing and benchmarking the Price against the current market price.

8. Sustainability and Social Value

- 8.1. The Public Services (Social Value) Act 2012 requires organisations who commission public services to think about how they can also secure wider social, economic and environmental benefits.
- 8.2. Social Value is important to Contracting Authorities and is the way they identify relevant and measurable social, economic and environmental benefits for the people and communities they operate within, and throughout the UK. Suppliers will be required to work with Contracting Authorities to achieve benefits that improve the social, economic and environmental wellbeing within their regions, while the Call-Off Contracts are being performed and delivered.

9. Specification of Vehicles (Lots 1 – 4)

- 9.1. The Specification of Vehicles will be defined by the Contracting Authority accessing the Framework and declared with each Call-Off Contract.
- 9.2. All Vehicles shall meet and/or exceed applicable statutory and regulatory requirements.

10. Specification of Service (Lot 5)

The following represents a base specification for Lot 5 which may be developed or replaced by a Contracting Authority as appropriate to meet their requirement.

1. Scope of Service

- 1.1. The Supplier shall provide passenger transport services for Clients requiring (but not limited to):
 - 1.1.1. Home-to-school and college journeys (SEND and mainstream);
 - 1.1.2. Transport to adult day centres, respite services, or community placements;
 - 1.1.3. Emergency or ad hoc journeys as requested by the Customer.
- 1.2. Service delivery shall include:
 - 1.2.1. Journeys with or without Escort provision;
 - 1.2.2. Regular scheduled services and single/multi-leg routes;
 - 1.2.3. Use of suitable vehicle types, including minibuses, and PCVs.

2. Vehicle Requirements and Standards

- 2.1. Vehicles shall meet the following standards:

Ref	Requirement	Description
2.1.1	Capacity	Minimum 9 seats (unless otherwise approved)
2.1.2	Accessibility	Wheelchair access with ramp/lift and securement as needed
2.1.3	Safety Equipment	Seatbelts, first aid kit, fire extinguisher
2.1.4	Identification	Route signage or Supplier branding as specified
2.1.5	Cleanliness	Tidy interior, free of hazardous or loose items
2.1.6	Roadworthiness	Daily and periodic inspections, evidence available on request
2.1.7	Emission Standards	Low-emission vehicles encouraged where viable

- 2.2. Vehicles must also be:

- 2.2.1. Fully licensed and insured for passenger transport;
- 2.2.2. PSVAR-compliant where applicable;
- 2.2.3. Fitted with booster seats or restraints as required.

3. Escort Provision: Duties and Training

- 3.1. Escorts provided by the Supplier shall:

- 3.1.1. Hold enhanced DBS clearance;
- 3.1.2. Be trained in safeguarding, SEND awareness, and behaviour support;
- 3.1.3. Wear visible identification and behave professionally.

- 3.2. Escort responsibilities:

Ref	Duty	Requirement
3.2.1	Boarding/alighting support	Mandatory for designated Clients
3.2.2	Transit supervision	Continuous during journey
3.2.3	School/family liaison	As directed by the Customer
3.2.4	Incident reporting	Within 24 hours
3.2.5	Client-specific care	As outlined in route instructions

- 3.3. The Supplier shall notify the Customer at least 3 Working Days in advance if Escort coverage cannot be provided.
- 3.4. All Escorts must complete safeguarding training aligned to the Customer's local framework, including recognition of abuse indicators and disclosure protocols. Minimum Level 1 or 2 safeguarding certification is expected, delivered in line with Local Safeguarding Children Partnership (LSCP) guidance or equivalent standards.
- 3.5. Escorts must receive SEND awareness training covering:
- 3.5.1. Communication strategies for Clients with neurodiverse, non-verbal, or behavioural needs;
 - 3.5.2. Understanding Individual Care Plans and EHCPs;
 - 3.5.3. Emotional regulation and behaviour support techniques.
- 3.6. Escorts must be inducted per route with:
- 3.6.1. Named Clients and relevant support needs;
 - 3.6.2. Emergency contact procedures;
 - 3.6.3. Route-specific risk assessments or behaviour plans.
- 3.7. Where Escorts assist with mobility or equipment, manual handling guidance shall be provided consistent with current health and safety legislation.
- 3.8. Familiarity with emergency medical protocols (e.g. allergy response, seizure management) must be included in route induction where applicable. First aid certification is encouraged but not mandatory unless explicitly required.
- 3.9. All Escort training shall be documented and maintained by the Supplier and made available to the Customer upon request or during performance reviews.

4. Route Management and Timetabling

- 4.1. Journey plans shall:
- 4.1.1. Follow agreed schedules and route allocations
 - 4.1.2. Accommodate changes due to EHCP updates, Client relocation, or school changes

- 4.2. Supplier responsibilities include:
 - 4.2.1. Adherence to pickup/drop-off windows (± 10 minutes)
 - 4.2.2. Immediate notification of delays or service issues
 - 4.2.3. GPS or manual journey logs if required by the Customer
- 4.3. Backup cover shall be available via pre-approved contingency arrangements.

5. Client Welfare and Safeguarding

- 5.1. Supplier staff shall:
 - 5.1.1. Monitor Client wellbeing for the duration of each journey
 - 5.1.2. Report concerns to the Customer's Safeguarding Lead within 24 hours
 - 5.1.3. Avoid physical intervention unless formally authorised and trained
- 5.2. The Supplier shall comply with:
 - 5.2.1. The Customer's safeguarding and welfare protocols
 - 5.2.2. Local SEND transport standards
 - 5.2.3. SEND Code of Practice (2015)

6. Performance Monitoring and Reporting

- 6.1. Key Performance Indicators:

Ref	Metric	Target
6.1.1	Punctuality	$\geq 95\%$ of journeys on time
6.1.2	Journey completion	$\geq 98\%$ completion rate
6.1.3	Escort compliance	100% where Escort required
6.1.4	Complaint resolution	≤ 10 Working Days
6.1.5	Incident reporting	Within 1 Working Day

- 6.2. Supplier shall submit:
 - 6.2.1. Monthly journey and Escort records
 - 6.2.2. Incident and complaint reports with improvement actions
 - 6.2.3. All logs for audit and PA23 contract performance reviews

7. Driver Standards and Legal Registration

- 7.1. Drivers operating under this Contract must:

- 7.1.1. Hold a valid UK driving licence appropriate to the vehicle category
 - 7.1.2. Be trained in passenger safety, safeguarding, SEND awareness, and manual handling (where applicable)
 - 7.1.3. Hold a current enhanced DBS check
 - 7.1.4. Have knowledge of assigned routes and relevant Client requirements
 - 7.1.5. Comply with statutory working hours, rest periods, and fatigue mitigation procedures
- 7.2. Where Public Service Vehicles (PSVs) are used, the Supplier shall:
- 7.2.1. Be registered with the relevant Traffic Commissioner
 - 7.2.2. Hold and maintain a valid Operator's Licence
 - 7.2.3. Ensure compliance with the Transport Act 1985, the Public Passenger Vehicles Act 1981, and any associated guidance
- 7.3. The Supplier shall maintain and, upon request, provide:
- 7.3.1. Driver CPC certification records
 - 7.3.2. Licence verification documentation
 - 7.3.3. Evidence of ongoing training, briefing, and conduct monitoring

8. Environmental and Emissions Commitments

- 8.1. The Supplier shall:
- 8.1.1. Deploy vehicles meeting prevailing low-emission standards (e.g. Euro 6 or equivalent) that are required by Law or as reasonably required by a Customer
 - 8.1.2. Implement anti-idling practices, especially during school and care setting arrivals
 - 8.1.3. Provide, upon request, annual emissions or mileage reports
 - 8.1.4. Support any regional net-zero, clean air, or sustainable transport policies relevant to the Contracting Authority

9. Subcontracted Provision

- 9.1. Where services are delivered via subcontractors, the Supplier shall:
- 9.1.1. Ensure subcontractors meet all Specification and contractual obligations
 - 9.1.2. Remain fully liable for any subcontracted service performance
 - 9.1.3. Disclose subcontractor identity and roles prior to service commencement
 - 9.1.4. Confirm that all subcontracted staff are DBS-checked, insured, and appropriately trained

10. Accessibility and Reasonable Adjustments

10.1. The Supplier shall:

- 10.1.1. Make reasonable adjustments for Clients based on mobility, sensory, or behavioural needs
- 10.1.2. Adapt boarding procedures, seating plans, or Escort protocols accordingly
- 10.1.3. Implement care planning guidance or EHCP instructions provided by the Customer
- 10.1.4. Use vehicles with appropriate temperature, lighting, and low-stimulation environments where needed

11. Digital Reporting and Data Integration

11.1. The Supplier shall:

- 11.1.1. Submit journey logs, KPIs, and incident data via the Customer's digital reporting system if specified
- 11.1.2. Ensure electronic reporting is secure, GDPR-compliant, and auditable
- 11.1.3. Maintain digital records for a minimum of seven (7) years post-delivery
- 11.1.4. Support contract performance monitoring under the PA23, including Section 69 publication obligations

Schedule 4
Terms and Conditions of Contract Supply (Call-Off Contract)

[Guidance:

These Terms and Conditions represent the standard supply contract to be used for Call-Off Contracts under the Framework. It is expected that it will require precise formulation by Customers dependent on their specific requirements and the Lot under which the Call-Off Contract is to be awarded, this may include insertion of clauses specific to their requirement.

Sections highlighted in yellow and within square brackets will require review and adjustment dependent on the individual Member's requirement.]

]

CSKL and TPPL Bus Framework

Framework Reference: []

Lot Number: []

[TEMPLATE] Supply Contract

CSKL & TPPL Bus Framework
Framework Agreement
TPPLPSBUS01

CONTENTS

[Insert Table of Contents]

1. “Parties” to this agreement:

1.1. [Full Customer address and company number] (“Customer”)

And;

1.2. [Full supplier address and company number] (“Supplier”)

2. Definitions

In these terms and conditions:

<p>“Agreement”</p>	<p>means this call-off contract under the Framework between the Customer and the Supplier constituted by the Supplier’s acceptance of any Purchase Order issued by the Customer and includes the Purchase Order in its entirety;</p>
<p>“Award Without Competition”</p>	<p>means the award of a Call-Off Contract under the Framework without a competitive selection process, pursuant to section 45(4) of the PA23.</p>
<p>“Commencement Date”</p>	<p>means the commencement or start of this Agreement for the supply of Vehicles by the Supplier to the Customer. The commencement date is [];</p>
<p>“Competitive Selection Process”</p>	<p>means the process conducted under the Framework pursuant to section 46 of the PA23, whereby the contracting authority invited one or more Suppliers party to this Framework to compete for the award of a Call-Off Contract, in accordance with the terms set out herein;</p>
<p>“Confidential Information”</p>	<p>means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;</p>
<p>“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Office”</p>	<p>have the meaning given in the UK GDPR;</p>

<p>“Customer”</p>	<p>means the organisation identified as the Customer in 1.1. A Customer must be a member of The Procurement Partnership Limited’s buying club;</p>
<p>“Data Loss Event”</p>	<p>means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;</p>
<p>“Data Protection Impact Assessment”</p>	<p>means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;</p>
<p>“Data Subject Access Request”</p>	<p>means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;</p>
<p>“Date of Delivery”</p>	<p>means the date and time by which the Vehicles must be Delivered to the Customer, as specified in the Purchase Order;</p>
<p>“Deliver”</p>	<p>means the handover of Vehicle(s) to the Customer at the location and on the date and time specified in the Purchase Order. This may also be used in the context of the Customer collecting from the Supplier’s location (if applicable). This shall include unloading and any other specific handover arrangements agreed in accordance within a Purchase Order. Delivered and Delivery shall be construed accordingly;</p>
<p>“DPA”</p>	<p>means the Data Protection Act 2018 or any superseding Legislation;</p>
<p>“FOIA”</p>	<p>means the Freedom of Information Act 2000;</p>
<p>“Framework”</p>	<p>means the overarching CSKL and The Procurement Partnership framework (Find A Tender Service - Tender Notice 2025/S 000-051145) for supply of buses under which this Agreement is awarded;</p>
<p>“Information”</p>	<p>has the meaning given under section 84 of the FOIA;</p>

<p>“Information Commissioner’s Office”</p>	<p>means the United Kingdom’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals (https://ico.org.uk/);</p>
<p>“Intellectual Property Rights”</p>	<p>means</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
<p>“PA23”</p>	<p>Means the Procurement Act 2023;</p>
<p>“Party”</p>	<p>means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;</p>
<p>“Price”</p>	<p>means the cost of Purchase for a Vehicle or Vehicles from the Supplier, identifiable from the Framework or through a Competitive Selection Process;</p>
<p>“Protective Measures”</p>	<p>means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it;</p>
<p>“Purchase”</p>	<p>means the Purchase of Vehicle(s) and any ancillary service from the Supplier;</p>
<p>“Purchase Order”</p>	<p>means a Customer’s notification to the Supplier of an order for the Purchase of Vehicle(s). This may be issued by phone, email, facsimile or electronically via a system(s) based interface, this may be a bespoke web-based solution. For the purposes of this Agreement a</p>

	<p>Purchase Order shall include:</p> <ul style="list-style-type: none"> a) Customer details, including name, registered address and full contact details b) The required Delivery location; c) The date and time required for Delivery; d) The agreed invoicing schedule; e) The Vehicles(s) required and the volume. <p>The Purchase Order may include:</p> <ul style="list-style-type: none"> f) A Purchase Order Number or other unique customer reference; g) Any additional specification(s) or requirement(s) that the Customer may reasonably require from the Supplier pursuant to this Agreement; h) A long-term commitment to purchase Vehicles, e.g. for 12 months or longer; <p>Any other necessary information, including additional terms and conditions supplementary to this Agreement;</p>
“Purchase Order Number”	means the Customer’s unique number relating to an order for Vehicles to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Service Level”	means any minimum expected Service Levels associated with the supply of Vehicles by the Supplier to the Customer. Typically it is expected that the minimum Service Levels shall be populated by the Customer in the template provided in Schedule 3 from the Framework;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided by the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;

“Supplier”	means the person named as Supplier in clause 1.2 of this Agreement;
“UK GDPR”	Means the retained UK Law version of the General Data Protection Regulation as set out in Regulation (EC) 2016/679 brought into effect by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI: 2019 419).
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Vehicle”	means vehicles and chassis to be used for the purposes of carrying passengers, it includes mini-buses, coaches, single/double-decked and articulated buses with any range of seats. It also means other associated vehicles, extra products, activities and services including spare parts/maintenance to be supplied by the Supplier to the Customer or a third-party as stated on the Purchase Order. This includes other associated activities and services that are likely and reasonable to be required by the Customer;
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

3. Interpretation

3.1. In these terms and conditions, unless the context otherwise requires:

- 3.1.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.
- 3.1.2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 3.1.3. A reference to a party shall be to a party to this Agreement and the expression parties shall be construed accordingly.
- 3.1.4. Words in the singular shall include the plural and vice versa.
- 3.1.5. A reference to one gender shall include a reference to the other genders.
- 3.1.6. A reference to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.

- 3.1.7. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 3.1.8. A reference to writing or written includes e-mail.
- 3.1.9. A reference to a clause in any Part shall, unless otherwise expressly provided, be to a clause within that Part.
- 3.1.10. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

4. Duration

- 4.1. This Agreement begins on the Commencement Date and will continue for a period of [] months, or until all Vehicles are Delivered, unless otherwise terminated in accordance with the terms of this Agreement, specifically Clause 21.

5. Basis of Agreement

- 5.1. The Purchase Order constitutes an offer by the Customer to Purchase the Vehicles subject to and in accordance with the terms and conditions of this Agreement, the Purchase Order and the Framework.
- 5.2. The Customer in accessing the Framework to place a Purchase Order acknowledges their responsibility to ensure no breach of PA23 or any other relevant statutory obligations.
- 5.3. The Customer, in accessing the Framework and placing a Purchase Order, acknowledges it has full responsibility for ensuring that the Call-Off Contract, its award procedure, and any subsequent modifications do not breach the PA23 or any other applicable public procurement legislation.
 - 5.3.1. The Customer further confirms that CSKL, the Agent, and any other parties to the Framework shall not be liable for any non-compliance arising from the conduct, decisions, or implementation of the Call-Off Contract by the Customer.
- 5.4. Where applicable, the Supplier shall comply with the performance monitoring and transparency obligations set out in Schedule 6 (Performance & Transparency). This includes cooperation with Key Performance Indicator (KPI) reporting and the provision of any data reasonably required to support publication under Sections 52 and 53 of PA23. The Parties acknowledge that Schedule 6 forms part of this Agreement and is binding where the estimated value of the contract meets or exceeds the relevant publication threshold or where performance monitoring is required by the Customer
- 5.5. The offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier on receipt by the Customer from the Supplier written notification of acceptance within two (2) working days of the date of the Purchase Order.
- 5.6. By accepting a Purchase Order under this Agreement, the Supplier confirms that it continues to meet the conditions of participation and is not subject to any mandatory or discretionary exclusion grounds as set out in the PA23. The Customer may seek confirmation or updated declarations at call-off stage where proportionate.

6. Purchase of Vehicles

- 6.1. In consideration of the Customer's agreement to pay the Price, the Supplier shall Deliver the Vehicles to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 6.2. In Delivering the Vehicles, the Supplier shall co-operate with the Customer in all matters relating to the supply of the Vehicles and comply with all reasonable Customer instructions.
- 6.3. The Supplier shall provide the Vehicles in accordance with the Purchase Order. The Supplier warrants, represents, undertakes and guarantees that the Vehicles supplied under the Agreement shall:
 - 6.3.1. be free from defects (manifest or latent), in materials and workmanship and remain so for a reasonable duration of use;
 - 6.3.2. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement; and
 - 6.3.3. and the Supplier itself shall, comply with all applicable laws.
- 6.4. All vehicles that require conversion/modification Purchased under the Agreement are to be fully VCA compliant as appropriate. It is a condition of this Agreement that all Vehicles are to be type approved prior to Delivery.
- 6.5. Where applicable, the Supplier shall support the Customer's objectives under the Public Services (Social Value) Act 2012 and PA23, including the promotion of economic, social and environmental wellbeing within the relevant area.
 - 6.5.1. The Supplier is encouraged to engage local supply chains, including small and medium-sized enterprises (SMEs) and voluntary, community and social enterprises (VCSEs), when proportionate and feasible.
 - 6.5.2. The Supplier is further encouraged to support employment, training or apprenticeship opportunities for disadvantaged or underrepresented groups in connection with the performance of this Agreement.
 - 6.5.3. The Supplier shall use reasonable endeavours to minimise environmental impact through sustainable sourcing, vehicle efficiency and low-emission solutions.
 - 6.5.4. The Supplier shall, where requested, document and provide a summary of its social value contributions for inclusion in any post-award contract management process.
 - 6.5.5. These provisions shall be regarded as discretionary unless activated in the Purchase Order or Competitive Selection Process documentation.

7. Customer Responsibilities

- 7.1. The Customer must inspect upon Delivery the Vehicles and any accessories provided before accepting the Vehicles. If the condition of the Vehicles do not meet agreed standards the Supplier must be immediately notified.

7.2. If the Supplier has agreed to Deliver the Vehicles at an address provided by the Customer, the Customer will be responsible for the Vehicles from the time the Supplier Delivers the Vehicles, following any agreed inspections.

8. Price, Payment and Recovery of Sums Due

8.1. The Price for Vehicles shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the Purchase of Vehicles.

8.2. Unless otherwise agreed in writing by the Customer, the Price shall be calculated in accordance with the Framework or the result of a Competitive Selection Process conducted under the Framework.

8.3. Pricing for Vehicles under this Agreement may only vary in accordance with any terms covering price variation stated on the Purchase Order or Competitive Selection Process documentation, see Clauses 8.11 and 8.12 for additional detail.

8.4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Vehicles Purchased.

8.5. The Supplier shall invoice the Customer on the basis agreed in the Purchase Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number (if applicable) and a breakdown of the Vehicles Purchased in the invoice period.

8.6. The Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and if necessary includes a valid Purchase Order Number.

8.7. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 8.6 after a reasonable time has passed.

8.8. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of Vehicles unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 21. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 25.

8.9. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

8.10. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

8.10.1. provisions having the same effects as clauses 8.5 to 8.9 of this Agreement; and

8.10.2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 8.5 to 8.10 of this Agreement.

8.10.3. In this clause 8.10, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

8.11. The Price may only be varied after award where:

8.11.1. The variation is expressly permitted in the Purchase Order or Competitive Selection Process documentation; or

8.11.2. The variation is required due to a permitted modification under Section 69 of PA23, including:

8.11.2.1. The materialisation of a known risk identified in the original procurement documents;

8.11.2.2. Extreme and unavoidable urgency or protection of life;

8.11.2.3. The need for additional goods or services essential to delivery where substitution is not feasible.

8.12. Any proposed price variation must:

8.12.1. Be justified in writing by the Supplier;

8.12.2. Be agreed in advance by the Customer;

8.12.3. Be documented via a Contract Change Notice in accordance with Schedule 4.

8.13. No price variation shall take effect unless formally agreed and recorded in writing. Retrospective price changes shall not be accepted under any circumstances.

9. Cancellation

9.1. The Customer shall have the right to cancel a Purchase Order for Vehicle(s), or any part of a Purchase Order which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Price or that part of the Price for Vehicles which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the reasonable costs the Supplier has incurred to fulfil the Purchase Order.

9.1.1. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

10. Delivery

10.1. The Supplier shall Deliver the Vehicles to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and time to the address specified in the Purchase Order. Delivery of the Vehicles shall be completed once the completion of Delivery (including any unloading required) at the stated address has taken place and the Customer has signed for the Delivery following handover and inspection.

10.2. Any access to the Customer’s premises and any labour and equipment that may be provided by the Customer in connection with Delivery of the Vehicles shall be provided

without acceptance by the Customer of any liability in respect of any actions, claims, costs and expenses incurred by the Supplier or other third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Customer or its servant or agent. The Supplier shall indemnify the Customer in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of their sub-contractors.

- 10.3. Delivery of Vehicles shall be accompanied by a delivery or collection note which shows the Purchase Order Number (if applicable) and the type and quantity of the Vehicles and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 10.4. Unless otherwise stipulated by the Customer in the Purchase Order, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.
- 10.5. Where (i) the Supplier fails to Deliver the Vehicles or part of the Vehicles or (ii) the Vehicles or part of the Vehicles do not comply with the requirements of the Purchase Order, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled:
 - 10.5.1. request the Supplier, free of charge, to deliver suitable substitute Vehicles within the timescales specified by the Customer;
 - 10.5.2. to require the Supplier, replace the rejected Vehicles, or to provide a full refund of the price of the rejected Vehicles (if paid);
 - 10.5.3. to reject the Vehicles (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Customer shall be entitled to a full refund on those Vehicles duly returned;
 - 10.5.4. to Purchase the same or similar Vehicles from another supplier and to recover any reasonable expenses incurred in respect of Purchasing the Vehicles from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

11. Ownership and Risk

- 11.1. The Supplier warrants that at the Date of Delivery of any Vehicles(s) it shall have full and unrestricted right, power and authority to supply and deliver those Vehicle(s) to the Customer.
- 11.2. Subject to Clause 11.3, risk in the Vehicles shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer at the time of Delivery following inspection and acceptance by the Customer.
 - 11.2.1. Risk in the Vehicles shall remain with the Supplier at all times until Delivery is accepted by the Customer. This includes any occasions when the Vehicles are with an agreed third-party or sub-contractor.
- 11.3. Ownership in the Vehicles shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer at the time of final payment.

12. Staff

12.1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 12.1.1. refuse admission to the relevant person(s) to the Customer's premises;
- 12.1.2. direct the Supplier to end the involvement in the supply of Vehicles of the relevant person(s); and/or
- 12.1.3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

12.2. The Supplier shall:

- 12.2.1. ensure, that if requested, it will comply with the Customer's Staff Vetting Procedures as supplied from time to time; and
- 12.2.2. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

13. Assignment and Sub-Contracting

13.1. The Supplier shall not without the written consent, which may not be unreasonably withheld, of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

13.2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

13.3. The Customer may nominate preferred sub-contractors for use by the Supplier, the Supplier may not unreasonably refuse to use any such nominated sub-contractor. The Supplier shall be responsible for the acts and omissions of nominated sub-contractors as though those acts and omissions were its own.

- 13.3.1. Liability for Vehicles remains the responsibility of the Supplier until Delivery, regardless of whether any sub-contractors are nominated by the Customer and Vehicles are transferred to the nominated sub-contractor for works. This is unless agreed otherwise in writing between the Supplier and any sub-contractor, but at no point will the Customer have any liability for Vehicles that have not been Delivered.

13.4. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

14. Intellectual Property Rights and Indemnity

- 14.1. No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 14.2. The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Purchase or use of Vehicles, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 14.3. The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Vehicles and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

15. Governance and Records

- 15.1. The Supplier shall if required by the Customer:
- 15.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 15.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.
 - 15.1.3. The Supplier shall keep and maintain until seven (7) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Vehicles Purchased under it, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

16. Confidentiality, Transparency and Publicity

- 16.1.1. Subject to clause 16.2, each Party shall:
 - 16.1.2. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 16.1.3. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 16.2. Notwithstanding clause 16.1, a Party may disclose Confidential Information which it receives from the other Party:
- 16.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

- 16.2.2. to its auditors or for the purposes of regulatory requirements;
- 16.2.3. on a confidential basis, to its professional advisers;
- 16.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 16.2.5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 16.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 16.2.6. where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 17.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 16.

- 16.3. The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 16.4. The Customer acknowledges its obligations under Sections 52 and 53 of PA23, including the requirement to publish a Contract Details Notice and, where applicable, a copy of the contract and associated Key Performance Indicators (KPIs).
 - 16.4.1. Where the estimated value of the contract exceeds £5 million, the Customer may publish the contract and the KPIs it considers most material to performance. The Supplier agrees to cooperate with the Customer in identifying and agreeing KPIs and in providing any necessary information to support publication in accordance with the Act.

- 16.5. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
- 16.6. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Customer is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Supplier's details and the Price to be paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive.

17. Freedom of Information

- 17.1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 17.1.1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 17.1.2. transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 17.1.3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 17.1.4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 17.2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Vehicles (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure
- 17.3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Vehicles is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

18. Protection and Security of Data

[This clause 18, may be adjusted as appropriate by the Member, to meet the requirements of the Call-Off Contract in question. E.g. this clause and annex 4 may be replaced in entirety if it is considered that the Parties are joint controllers or independent controllers]

- 18.1 Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under DPA and both Parties shall duly observe all their obligations under

the DPA which arise in connection with the Agreement.

- 18.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to by the Customer is for the purposes of ensuring Delivery. Changes to processing may not be determined by the Supplier.
- 18.3 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe DPA.
- 18.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 18.5 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with ensuring Delivery unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (particularly for the purposes of Delivery);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any

Supplier Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with UK GDPR Article 46) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

18.6 Subject to clause 18.7 the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data processed under this

Agreement;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

18.7 The Supplier's obligation to notify under clause 18.6 shall include the provision of further information to the Customer in phases, as details become available.

18.8 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under DPA and any complaint, communication or request made under clause 18.6 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

18.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

18.10 The Supplier shall allow for audits, (which shall wherever possible be conducted electronically) of its Data Processing activity by the Customer or the Customer's designated auditor.

18.11 The Supplier shall designate a data protection officer if required by DPA.

18.12 Before allowing any Sub-processor to process any Personal Data related to this

Agreement, the Supplier must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in Clause 18.1 – 18.15 of this Agreement such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

18.13 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

18.14 The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

19. Liability and Insurance

[This clause 19, may be adjusted as appropriate by the Member, to meet the requirements of the Call-Off Contract in question. This includes changes to the level of liability caps, and the inclusion of additional types of cover if proportionate and relevant to do so. Product Liability to be set at Call-Off as appropriate to the Vehicles being procured.]

19.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

19.2. Subject always to clause 19.3

19.2.1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply the Vehicles, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £1,000,000; and

19.2.2. except in the case of claims arising under clauses 14.2 and 24.3, in no event shall either Party be liable to the other Party for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;

- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

19.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- 19.3.1. death or personal injury caused by its negligence or that of its Staff;
- 19.3.2. fraud or fraudulent misrepresentation by it or that of its Staff;
- 19.3.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 19.3.4. any other matter which, by law, may not be excluded or limited.

19.4. The Supplier's liability under the indemnity in clauses 14.2 and 24.3 shall be unlimited.

19.5. The Supplier shall at its own cost take out and maintain throughout the Agreement with a reputable insurance company or companies the following policies of insurance:

- 19.5.1. Employers liability insurance in accordance with the Employer's Liability (Compulsory Insurance Act) 1969 with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising out of any one incident;
- 19.5.2. Public liability with a limit of indemnity of not less than five million pounds (£5,000,000) per claim or series of claims arising from one event;
- 19.5.3. [Product liability) with a limit of indemnity of not less than [] million pounds (£[]) per claim or series of claims arising from one event.

20. Force Majeure

20.1. If either Party is unable to perform any obligation under this Agreement because of an event of Force Majeure which is both beyond that Party's control and is such that the Party with the application of all due diligence and foresight could not prevent which causes the cessation of or a substantial interference with the performance of the Agreement, the duty of the Party to perform the relevant obligation shall be suspended until such circumstances have ceased.

20.2. For the purposes of this Clause 20 the circumstances below are events of Force Majeure:

- 20.2.1. explosion;
- 20.2.2. war;
- 20.2.3. civil disorder;
- 20.2.4. fire or flood;
- 20.2.5. actual or threatened terrorist attack;
- 20.2.6. epidemic or pandemic; or
- 20.2.7. acts or legislation passed by central Government that may impact the validity of any aspect of this Agreement.

21. Termination

21.1. The Customer reserves the right to terminate this Agreement immediately in the following circumstances:

- 21.1.1. the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement and, if such breach is or are remediable, fails to provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or
- 21.1.2. The Customer becomes aware of a serious infringement of the obligations under PA23, in particular:
 - 21.1.2.1. This Agreement has been awarded following a substantial modification from the nature and intent of the Framework to the extent that a new procurement procedure should have been conducted;
 - 21.1.2.2. The Supplier has, at the time of award of this Agreement been in one of the situations referred to in PA23 and should have therefore been excluded from being awarded this Agreement;
 - 21.1.2.3. There has been a breach of contract modification obligations under Section 74 and Schedule 8 of PA23
- 21.1.3. the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 21.1.4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- 21.1.5. the Supplier ceases, or threatens to cease, to carry on business; or
- 21.1.6. the Customer reasonably apprehends that any of the events in Clauses 21.1.3 to 21.1.5 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- 21.1.7. the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with the Customer; or
- 21.1.8. the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010.

21.2. Either the Customer or the Supplier may terminate this Agreement without reason at any time provided at least twenty (20) Working Days notice is given.

22. Consequences Of Termination

22.1. Termination shall be without prejudice to the rights and remedies of the Supplier and the Customer accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of such termination.

- 22.2. All provisions of this Agreement which are expressed to survive termination or expiry of this Agreement shall continue in force and effect in accordance with their terms.
- 22.3. Subject as otherwise provided in the Agreement neither Party shall have any further obligation to the other under the Agreement.
- 22.4. Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of termination or expiry of the Agreement or such other date as required.

23. Compliance

- 23.1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 23.2. The Supplier shall:
- 23.2.1. comply shall comply with all applicable health and safety Legislation in force;
 - 23.2.2. comply with the reasonable requirements of the Customer's security arrangements;
 - 23.2.3. comply with all the Customer's health and safety measures;
 - 23.2.4. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - 23.2.5. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
 - 23.2.6. take all reasonable steps to secure the observance of clause 23.2.5 by all Staff; and
 - 23.2.7. provide Vehicles in accordance with the Customer's environmental policy as provided from time to time.
- 23.3. The Vehicles are to be provided in accordance with any instructions specified in the Purchase Order and in compliance with any and all relevant statutory requirements. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 23.

24. Prevention of Fraud and Corruption

- 24.1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 24.2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 24.3. If the Supplier or the Staff engages in conduct prohibited by clause 24.1 or commits fraud in relation to the Agreement or any other contract under the Framework (including the Customer) the Customer may:
- 24.3.1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of Vehicles and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 24.3.2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

25. Dispute Resolution

- 25.1. If there is a dispute between the Parties concerning the interpretation or operation of this Agreement it shall be referred to a senior officer of the Customer and a senior representative of the Supplier for resolution.
- 25.2. If any dispute is not resolved within twenty (20) Working Days of the referral under Clause 25.1 (or such longer period as the Customer and the Supplier may agree), then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure 2001 (the “model Procedure”) or such later edition as may be in force from time to time.
- 25.3. To initiate a mediation a Party must give notice in writing (the “ADR notice”) to the other Party requesting a mediation in accordance with this Clause 25. The mediation is to take place not later than twenty (20) Working Days after the date of the ADR notice. If there is any issue concerning the conduct of the mediation upon which the Parties cannot agree within ten (10) Working Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.
- 25.4. If the dispute is not resolved within ten (10) Working Days of the mediation then the Parties may litigate the matter.

26. General

- 26.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 26.2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 26.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

- 26.4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 26.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 26.6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 26.7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 26.8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

27. Notices

- 27.1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 27.3, e-mail to the address of the relevant Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 27.2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 27.3. Notices under clauses 20 (Force Majeure) and 21 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 27.1.

28. Governing Law and Jurisdiction

- 28.1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

IN WITNESS of which this Agreement has been duly executed by the Parties

Authorised Signatory (Customer)	Print Name	Date
Authorised Signatory (Supplier)	Print Name	Date
Supplier Name (Print)		

CSKL & TPPL Bus Framework
Framework Agreement
TPPLPSBUS01

**Schedule 1 (Of Supply Call-Off Contract)
Specification**

[Insert]

**Schedule 2 (Of Supply Call-Off Contract)
Price List**

[Insert following Competitive Selection Process or Award Without Competition]

**Schedule 3 (Of Supply Call-Off Contract)
 Processing, Personal Data and Data Subjects**

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 18.</p> <p>[Guidance: Members may need to vary this section where (in the rare case) the Member and Supplier have a different relationship. For example where the Parties are Joint Controllers. You should take advice before doing so.]</p>
Subject matter of the processing	<p>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</p> <p>Example: Processing is required to administer delivery and supply of vehicles and associated services, including staff access and service-level reporting where relevant to the Purchase Order.]</p>
Duration of the processing	<p>[Clearly set out the duration of the processing including dates]</p> <p>Example: Personal Data shall be processed from the date of Purchase Order acceptance until the end of the contract term or until data is securely destroyed following completion of contractual obligations, unless a longer retention period is required by law or regulation.]</p>
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.]</p> <p>Example: The nature of processing includes: collection, recording, storing, retrieving, consulting, and deleting</p>

	<p><i>Personal Data relating to delivery coordination, supplier personnel, and support requests.</i></p> <p><i>The purposes of processing are to:</i></p> <ul style="list-style-type: none"> • <i>Manage contract delivery</i> • <i>Communicate with Customer representatives</i> • <i>Provide warranty, service-level and recall support</i> • <i>Fulfil any data disclosure requirements under FOIA or PA23 Section 52–53]</i>
Type of Personal Data being Processed	<i>[Example: Name, job title, work email address, work telephone number, service location, delivery address, identification reference, and (where applicable) staff vetting declarations or DBS status indicators.]</i>
Categories of Data Subject	<i>[Examples: Customer representatives, Supplier staff and sub-contractors involved in the fulfilment or management of vehicle delivery, inspection, or post-delivery services.]</i>
International transfers and legal gateway	<i>[Example: No routine transfers of Personal Data outside the UK. If international transfers are required (e.g. cloud-based services or manufacturer support), the Supplier shall rely on a valid legal gateway, such as the UK International Data Transfer Agreement (IDTA) or adequacy regulations under the UK GDPR, and shall notify the Customer in advance.]</i>
Plan for return and destruction of the data once the processing is complete	<i>[Example: Personal Data shall be returned or securely destroyed within 30 days following the expiry or termination of the Agreement, unless retention is required for legal, tax, or audit purposes. All destruction shall follow secure erasure standards such as NCSC or ISO 27001 guidance.]</i>

Schedule 4 (Of Supply Call-Off Contract) CHANGE CONTROL PROCEDURES

Definitions:

In addition to the definitions provided in clause 2 of the main Agreement:

- “Authorised Signatory” means the individual(s) duly authorised by each Party to enter into contractual arrangements on behalf of the Party;
- “Change Control Note” means the documented request for a change to the Agreement issued by either Party to this Agreement;

1. PRINCIPLES

- 1.1. Where the Customer or the Supplier see a need for a change to the Agreement, then either Party may at any time request a change and propose an amendment to this Contract in accordance with the procedure set out in Clause 2 below.
- 1.2. Neither the Customer nor the Supplier shall unreasonably withhold its agreement to any change.
- 1.3. The obligations of the Parties to this Agreement shall not be effected until a Change Control Note in the form attached to this Schedule has been signed by the Authorised Signatory of both Parties.
- 1.4. The Customer shall not be responsible for the cost of any services provided, work undertaken or goods or materials ordered by the Supplier or its sub-contractors which has not been authorised in advance by a Change Control Note.

2. PROCEDURE

- 2.1. The Customer and the Supplier shall discuss changes proposed by either Party to this Agreement and such discussion shall result in:
 - 2.1.1. Decision not to proceed further; or
 - 2.1.2. A written request for a change by the Customer; or
 - 2.1.3. A recommendation for a change by the Supplier.
- 2.2. Where a written request for a change is received from the Customer, the Supplier shall submit two (2) signed copies of a Change Control Note to the Customer within five (5) Working Days of such request.
- 2.3. A recommendation to amend this Agreement by the Supplier shall be submitted direct to the Customer in the form of two (2) copies of a Change Control Note signed by the Supplier.
- 2.4. Each Change Control Note shall contain details of the change including, where applicable:

- 2.4.1. The title of the change;
 - 2.4.2. The originator and the date of the request or recommendation for the change;
 - 2.4.3. The reason for the change;
 - 2.4.4. Full details of the change including any specifications;
 - 2.4.5. Details of additional costs/savings to the Agreement if any, as a consequence of the change;
 - 2.4.6. A timetable for implementation together with any proposals for acceptance of the change;
 - 2.4.7. A schedule of payments associated with the change, if applicable;
 - 2.4.8. The impact, if any, of the change on other aspects of the Agreement;
 - 2.4.9. The date of expiry of validity of the Change Control Note;
 - 2.4.10. Provision for signature by the Customer if the change is agreed.
 - 2.4.11. The timescales within which the change is required
- 2.5. For each Change Control Note submitted to the Customer, the Customer Representative shall, within the period of the validity of the Change Control Note evaluate the Change Control Note and, as appropriate:
- 2.5.1. Request further information from the Supplier in which case the Supplier shall provide such information as soon as reasonably practicable and in any event within ten (10) Working Days or such other period as may be agreed, the request for information and the information once provided shall be deemed to be part of the Change Control Note, and the Customer may approve or reject the Change Control Note upon receipt of the new information; or
 - 2.5.2. Notify the Supplier of the rejection of the Change Control Note.
- 2.6. A Change Control Note signed by both Parties shall constitute a variation to the Agreement in accordance with the terms of the Agreement.
- 2.7. “Authorised Signatories”:
- 2.7.1. The Authorised Signatory for the Customer will be in accordance with the Customer’s own constitution and any contract standing orders and/or financial regulations.
 - 2.7.2. The Authorised Signatory for the Supplier will be in accordance with the Customer’s own constitution and any contract standing orders and/or financial regulations.

Change Control Note:

Ref No:

Date:

Title of Change:

Details of Change:

Reasons for Change:

Impact of Change:

Timetable:

Additional costs or savings to the Agreement:

Supplier: Signed:

Customer Response: Accept/Reject Signed:

Note: The format of the Change Control Note may vary from time to time in circumstances where additional information is deemed necessary by the Customer or the Supplier in order to accurately reflect the nature of the change proposed.

Schedule 5 (Of Supply Call-Off Contract)
Supplier's Competitive Selection Process Submission

[Insert following Competitive Selection Process or if a Award Without Competition any proposal made by the Supplier]

Schedule 6 (Of Supply Call-Off Contract) Performance & Transparency

1. Contract Details Notice

- 1.1. The Customer may publish a Contract Details Notice on the central government platform, in accordance with Section 52 of the PA23. This notice may include:
 - 1.1.1. Key contract information including duration, estimated value, and scope
 - 1.1.2. Names of the parties to the contract.
 - 1.1.3. Framework lot and reference details.
 - 1.1.4. Any other required information under prevailing guidance.

2. Key Performance Indicators (KPIs)

- 2.1. Where the estimated value of the call-off contract exceeds £5 million, and in line with Section 53 of PA23, the Customer shall define and publish at least three KPIs that are materially relevant to contract performance. These may cover:
 - 2.1.1. Delivery timelines and reliability.
 - 2.1.2. Vehicle compliance and post-delivery fault resolution.
 - 2.1.3. Customer satisfaction or aftercare responsiveness.
- 2.2. The Supplier shall:
 - 2.2.1. Cooperate in the development and agreement of KPIs.
 - 2.2.2. Provide performance data on a regular basis, where reasonably requested.
 - 2.2.3. Support the Customer in publishing performance updates against these KPIs.

3. Transparency and Redaction

- 3.1. Any published copy of this Agreement may be redacted where appropriate under FOIA or related legislation. The Supplier may be consulted on proposed redactions but final decisions rest with the Customer.

4. Data Submission and Monitoring

- 4.1. Where required, the Supplier shall submit performance-related data via a secure portal or reporting format specified by the Customer. This may include:
 - 4.1.1. Summary Delivery timelines.
 - 4.1.2. Incidence of post-handover issues.
 - 4.1.3. Compliance with any agreed Service Levels.

Schedule 5

Terms and Conditions of Contract Services (Call-Off Contract)

CSKL and TPPL Bus Framework

Framework Reference: [REDACTED]

Lot Number: 5

[TEMPLATE] Services Contract

Terms and Conditions of Contract for Services (Call-Off Contract – Services:)

[Guidance:

These Terms and Conditions represent an alternative that may be used for Call-Off Contracts under Lot 5 (Passenger Transport Services) of the Framework. However, Members can amend and/or more precisely formulate these (provided that such changes are not material) as appropriate for their requirement.]

1. “Parties” to this agreement:

1.1. [Full Customer address and company number] (“Customer”)

And;

1.2. [Full supplier address and company number] (“Supplier”)

2 Interpretation

2.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer and (ii) the Supplier constituted by the Supplier’s countersignature of this Agreement and Annexes;
“Charges”	means the charges for the Services as specified in Annex 1;
“Client”	means any person transported under this Agreement, including children or adults with special educational needs and disabilities (“SEND”), or those accessing passenger transport services arranged by the Customer.
“Commencement Date”	means the commencement or start of this Agreement for the provision of Services. The commencement date is [];
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Controller, Processor, Data Subject, Personal Data, Personal Data”	have the meaning given in the UK GDPR;

Breach, Data Protection Office”	
“Customer”	means the organisation identified as the Customer in 1.1. A Customer must be a member of The Procurement Partnership Limited’s buying club;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Delivery”	means the undertaking of the Services and as defined within Annexes 1 and 2;
“DPA”	means the Data Protection Act 2018;
“EHCP”	means an Education, Health and Care Plan. This is a legally binding document in England that sets out the special educational needs (SEN) of a child or young person aged up to 25, along with the support required across education, health, and social care to help them achieve positive outcomes;
“Escort”	means a trained and authorised individual supporting Clients during transport. This includes responsibility for boarding, safeguarding, and supervision. Escorts may be provided by the Supplier or the Customer.
“Expiry Date”	means the date for expiry of this Agreement which is set as [];
“FOIA”	means the Freedom of Information Act 2000;
“Force Majeure”	Means any cause materially affecting the performance by a party of its obligations under this Agreement arising from any act (as defined in clause 16) beyond its reasonable control and affecting any party.
“Framework”	means the overarching CSKL and The Procurement Partnership framework (reference: TPPLPSBUS01) under which this Agreement is awarded;

“Journey Record”	means the documented log of each transport activity, including route, pickup/drop-off times, vehicle used, and escort details (if applicable);
“Information”	has the meaning given under section 84 of the FOIA;
“Information Commissioner’s Office”	means the United Kingdom’s independent authority set up to uphold information rights in the public interest;
“Key Personnel”	means any persons notified as such by the Customer to the Supplier or vice versa in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement, as detailed in the Annexes;
“Specification”	means the specification for the Services (including as to quantity, description, frequency, and quality) as specified in Annex 2;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Supplier”	means the person named as Supplier in clause 1.2 of this Agreement;

“Term”	means the period from the start date of the Agreement identified as the Commencement Date to the Expiry Date as such period may be extended in accordance with clause 5.2 or terminated in accordance with the terms and conditions of the Agreement;
“UK GDPR”	Means the retained UK Law version of the General Data Protection Regulation as set out in Regulation (EC) 2016/679 brought into effect by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI: 2019 419).
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2.2 In these terms and conditions, unless the context otherwise requires:

- 2.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 2.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 2.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

3 Basis of Agreement

- 3.1 This Agreement constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement and any accompanying purchase order.
- 3.2 The offer comprised by this Agreement shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Agreement and/or purchase order countersigned by the Supplier within 7 days of the date of the Commencement Date.
- 3.3 In the event of a conflict or any inconsistency in the terms and conditions of this Agreement, the following order of precedence shall apply:
 - 3.3.1 Main body of this Agreement (clauses 1 to 23);
 - 3.3.2 The Framework;
 - 3.3.3 Annex 3 of this Agreement (“Standard Supplier Terms”).

3.4 The Customer, in accessing the Framework and entering into this Call-Off Contract, acknowledges its full responsibility for ensuring that the award procedure, contract terms, and any subsequent modifications comply with PA23 and any other applicable public procurement legislation.

3.4.1 The Customer further confirms that CSKL, the Agent, and any other parties to the Framework shall not be liable for any non-compliance arising from the conduct, decisions, or implementation of this Call-Off Contract by the Customer

4 Supply of Services

4.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

4.2 In supplying the Services, the Supplier shall:

4.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

4.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

4.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

4.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

4.2.5 comply with all applicable laws;

4.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services; and

4.2.7 provide all Services within the agreed timescales, time being of the essence.

4.3 The Supplier shall ensure the Services encompass both scheduled and ad hoc passenger transport, including:

4.3.1 Home-to-school journeys for Clients with SEND

4.3.2 College, day centre, and community access services

4.3.3 Non-emergency patient transport

4.3.4 Journeys with or without Escorts, in line with specifications in Annex 2

4.3.5 Transport using vehicles meeting minimum accessibility and capacity standards

4.4 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment

to be agreed in writing between the Customer and the Supplier.

- 4.5 For services requiring an Escort, the Supplier shall either provide a trained Escort or confirm to the Customer the absence of Escort coverage no fewer than 3 Working Days before the scheduled journey.

5 Term

- 5.1 The Agreement shall take effect on the date specified as the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 5.2 or terminated in accordance with the terms and conditions of the Agreement.
- 5.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

6 Charges, Payment and Recovery of Sums Due

- 6.1 The Charges for the Services shall be as set out in Annex 1 and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.1.1 Charges shall differentiate between journeys requiring Escort provision and those without. Rates shall be itemised by Client category, route zone, and vehicle type. The full structure appears in Annex 1.

- 6.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

- 6.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

6.3.1 Additionally, invoices must itemise route identifiers, Client group (SEND or mainstream), Escort presence (if applicable), and journey type (scheduled/ad hoc).

- 6.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 6.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

- 6.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply and any disputed

amounts shall be resolved through the dispute resolution procedure detailed in clause 20.

- 6.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 6.8.1 provisions having the same effects as clauses 6.3 to 6.7 of this Agreement; and
 - 6.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 6.3 to 6.8 of this Agreement.
 - 6.8.3 In this clause 6.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 6.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

7 Premises and equipment

- 7.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 7.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 7.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 7.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises

the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

- 7.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 7.6 Without prejudice to clause 4.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 7.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

8 Staff and Key Personnel

- 8.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 8.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 8.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 8.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 8.2 The Supplier shall:

- 8.2.1 ensure that all Staff are vetted in accordance with any statutory obligations relevant to this Agreement; and
- 8.2.2 ensure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 8.2.3 Where Escorts are required, all Escort personnel must:
- 8.2.3.1 Hold valid enhanced DBS clearance
- 8.2.3.2 Be trained in SEND awareness and safeguarding principles
- 8.2.3.3 Operate in compliance with the Customer's Escort role description, as outlined in Annex 2

9 Assignment and sub-contracting

- 9.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Customer may not unreasonably withhold consent and, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 9.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, disclose to the Customer, prior to commencement of any such services, the identity of each subcontractor and the scope of their intended role.
- 9.2.1 This disclosure shall include confirmation that the subcontractor meets all applicable Specification, safeguarding, and legal obligations under this Agreement. The Supplier shall update the Customer within ten (10) Working Days of any change to subcontractor arrangements.
- 9.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

10 Intellectual Property Rights

- 10.1 No Party to this Agreement shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 10.2 The Supplier shall indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 10.3 The Customer shall promptly notify the Supplier of any infringement claim made against it relating to any Services and, subject to any statutory obligation requiring the Customer to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

11 Governance and Records

- 11.1 The Supplier shall:
- 11.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 11.1.2 submit progress reports to the Customer at the times and in the format specified

by the Customer.

11.2 The Supplier shall keep and maintain until seven (7) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11.3 Supplier shall support the Customer's obligations under Sections 83–98 of the PA23 by:

11.3.1 Providing data required for publication of Contract Performance Notices under Section 69, where the Customer conducts performance assessments.

11.3.2 Cooperating with post-award transparency requirements, including data verification for Contract Award, Detail, and Termination Notices.

11.3.3 Ensuring retention of journey data, KPIs, and client transport logs for audit and disclosure purposes in line with PA23 guidance.

12 Confidentiality, Transparency and Publicity

12.1 Subject to clause 12.2, each Party shall:

12.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

12.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

12.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

12.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

12.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

12.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12.5 In order to comply with the Government's policy on transparency in the areas of contracts

and procurement the Customer may be required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Supplier's details and the Charges to be paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive.

13 Freedom of Information

13.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 13.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 13.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 13.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 13.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

13.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

13.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

14 Protection of Personal Data and Security of Data

[This clause 14, may be adjusted as appropriate by the Member, to meet the requirements of the Call-Off Contract in question. E.g. this clause and annex 4 may be replaced in entirety if it is considered that the Parties are joint controllers or independent controllers]

14.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Processor is authorised to do is listed in Annex 4 (this includes handling of Client

data for SEND transport, including route allocation, safeguarding records, and escort assignment) the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.

- 14.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Legislation.
- 14.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- 14.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 14.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 14.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 14.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 14.4.1 process that Personal Data only in accordance with Annex 4, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - 14.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - 14.4.2.1 nature of the data to be protected;
 - 14.4.2.2 harm that might result from a Data Loss Event;
 - 14.4.2.3 state of technological development; and
 - 14.4.2.4 cost of implementing any measures;
 - 14.4.3 ensure that:
 - 14.4.3.1 the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 4);

14.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Processor's duties under this clause;
- (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and

14.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

14.4.4.1 the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

14.4.4.2 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;

14.4.4.3 the Data Subject has enforceable rights and effective legal remedies;

14.4.4.4 the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

14.4.4.5 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

14.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

14.5 Subject to clause 14.6, the Processor shall notify the Controller immediately if it:

14.5.1 receives a Data Subject Request (or purported Data Subject Request);

14.5.2 receives a request to rectify, block or erase any Personal Data;

14.5.3 receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;

14.5.4 receives any communication from the Information Commissioner or any other

- regulatory authority in connection with Personal Data processed under this Agreement;
- 14.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 14.5.6 becomes aware of a Data Loss Event.
- 14.6 The Processor's obligation to notify under clause 14.5 shall include the provision of further information to the Controller, as details become available.
- 14.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.5 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:
- 14.7.1 the Controller with full details and copies of the complaint, communication or request;
- 14.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;
- 14.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 14.7.4 assistance as requested by the Controller following any Data Loss Event;
- 14.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 14.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 14.8.1 the Controller determines that the processing is not occasional;
- 14.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- 14.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 14.10 Each Party shall designate its own data protection officer if required by Data Protection Legislation.
- 14.11 Before allowing any Sub-processor to process any Personal Data related to this

Agreement, the Processor must:

- 14.11.1 notify the Controller in writing of the intended Sub-processor and processing;
- 14.11.2 obtain the written consent of the Controller;
- 14.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 14 such that they apply to the Sub-processor; and
- 14.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

14.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

14.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15 Liability

[This clause 15, may be adjusted as appropriate by the Member, to meet the requirements of the Call-Off Contract in question. This includes changes to the level of liability caps, and the inclusion of additional types of cover.]

15.1 Liability Cap: Each party's total liability per contract year under this Agreement is capped at five hundred thousand pounds (£500,000), regardless of the cause.

15.2 Exclusions from Liability: Neither party is responsible for:

- 15.2.1 Any indirect losses.
- 15.2.2 Direct or indirect loss of profits, business, savings, opportunities, or goodwill.

15.3 Exceptions to Liability Caps: The liability cap in 15.1 does not apply to:

- 15.3.1 Liability for death or personal injury due to negligence.
- 15.3.2 Liability for bribery, fraud, or fraudulent misrepresentation.
- 15.3.3 Any liability that the law does not allow to be limited.
- 15.3.4 Obligations to pay fees associated with the Framework from which this Agreement is awarded.

15.4 Data Protection Liability Cap: Notwithstanding 15.1, but considering 15.2 and 15.3, the Supplier's liability for data protection under Clause 14 will not exceed one million pounds (£1,000,000).

15.5 Loss Mitigation: All Parties are to take reasonable action to minimise any losses or damages which are suffered under or in relation to this Agreement and Call-Off Contracts indemnities.

15.6 The Supplier shall hold the following levels of insurance cover from the Commencement Date. The levels of insurance cover required by Members maybe varied during Mini-Competition or Award Without Competition processes:

15.6.1 public liability insurance with cover for a single event or a series of related events and in the aggregate of not less than five million pounds (£5,000,000); and

15.6.2 employers' liability insurance with cover for a single event or a series of related events and in the aggregate of not less than five million pounds (£5,000,000); and

15.6.3 motor vehicle insurance with comprehensive cover, including third-party liability under the Road Traffic Act.

15.7 No Party to this Agreement limits its liability for death or personal injury caused by the negligence of itself or any of its employees or agents acting in the course of their employment, in respect of a misrepresentation made fraudulently or elsewhere where this is not permitted under Legislation.

16 Force Majeure

16.1 If either Party is unable to perform any obligation under this Agreement because of an event of Force Majeure which is both beyond that Party's control and is such that the Party with the application of all due diligence and foresight could not prevent which causes the cessation of or a substantial interference with the performance of the Agreement, the duty of the Party to perform the relevant obligation shall be suspended until such circumstances have ceased.

16.2 For the purposes of this Clause 16 the circumstances below are events of Force Majeure:

16.2.1 explosion;

16.2.2 war;

16.2.3 civil disorder;

16.2.4 fire or flood;

16.2.5 actual or threatened terrorist attack;

16.2.6 epidemic or pandemic; or

16.2.7 acts or legislation passed by central Government that may impact the validity of any aspect of this Agreement.

17 Termination

17.1 The Customer reserves the right to terminate this Agreement forthwith in the following circumstances:

17.1.1 the Supplier commits a material breach and/or persistent repeated breaches of any clause of this Agreement and, if such breach is or are remediable, fails to

- provide remedy within a period of ten (10) Working Days after being notified in writing to do so; or
- 17.1.2 the Customer becomes aware of a serious infringement of the obligations under PA23; or
- 17.1.3 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or applies for a moratorium; or
- 17.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- 17.1.5 the Supplier ceases, or threatens to cease, to carry on business; or
- 17.1.6 the Customer reasonably apprehends that any of the events in Clauses 17.1.1 to 17.1.5 inclusive is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- 17.1.7 the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or to any other contract with the Customer; or
- 17.1.8 the Supplier or any of its employees shall have committed any offence under the Bribery Act 2010; or
- 17.1.9 if the Competition and Markets Authority (or its successor body) makes a formal finding that a Supplier has committed an infringement of competition law (including, without limitation, an infringement of the Competition Act 1998) or the Supplier makes a formal admission in this respect; or
- 17.1.10 there has been a breach of contract modification obligations under Section 74 and Schedule 8 of PA23.
- 17.2 Termination shall be without prejudice to the rights and remedies of the Supplier and the Customer accrued before such termination and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of such termination.
- 17.3 All provisions of this Agreement which are expressed to survive termination or expiry of this Agreement shall continue in force and effect in accordance with their terms.
- 17.4 Subject as otherwise provided in the Agreement neither Party shall have any further obligation to the other under the Agreement.
- 17.5 Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of termination or expiry

of the Agreement, or such other date as required.

18 Compliance

- 18.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 18.2 The Supplier shall ensure transport services, including for Clients with SEND requirements, are delivered in line with current statutory guidance, including:
- 18.2.1 SEND Code of Practice 2015;
 - 18.2.2 Local authority transport obligations under the Education Act 1996;
 - 18.2.3 Safeguarding standards relevant to transport and supervision. Breach of safeguarding standards shall be deemed a material breach under Clause 17;
 - 18.2.4 comply shall comply with all applicable health and safety Legislation in force;
 - 18.2.5 comply with the reasonable requirements of the Customer's security arrangements;
 - 18.2.6 comply with all the Customer's health and safety measures;
 - 18.2.7 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - 18.2.8 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time;
 - 18.2.9 take all reasonable steps to secure the observance of clause 18.2.8 by all Staff;
and
- 18.3 The Services are to be provided in accordance with any instructions specified in the Specification and in compliance with any and all relevant statutory requirements. The Supplier shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 18.

19 Prevention of Fraud and Corruption

- 19.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 19.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 19.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

20 Dispute Resolution

- 20.1 If there is a dispute between the Parties concerning the interpretation or operation of this Agreement it shall be referred to a senior officer of the Customer and a senior representative of the Supplier for resolution.
- 20.2 If any dispute is not resolved within twenty (20) Working Days of the referral under Clause 20.1 (or such longer period as the Customer and the Supplier may agree), then the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure 2001 (the “model Procedure”) or such later edition as may be in force from time to time.
- 20.3 To initiate a mediation a Party must give notice in writing (the “ADR notice”) to the other Party requesting a mediation in accordance with this Clause 20 The mediation is to take place not later than twenty (20) Working Days after the date of the ADR notice. If there is any issue concerning the conduct of the mediation upon which the Parties cannot agree within ten (10) Working Days after the date of the ADR notice, then CEDR will, at the request of any Party, decide the issue for the Parties having consulted with them.
- 20.4 If the dispute is not resolved within ten (10) Working Days of the mediation then the Parties may litigate the matter.

21 General

- 21.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 21.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

- 21.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 21.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 21.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 21.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

22 Notices

- 22.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, e-mail to the address of either Party's duly identified Key Personnel, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 22.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 22.3 Notices under clauses 16 (Force Majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.

23 Governing Law and Jurisdiction

- 23.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have signed this Agreement the day and year first set out above:

[Insert execution page]

[To include the following Annexes, 1, 2, 3, and 4]

Annex 1
Charges

***[Insert final rates/pricing and any schedule associated with delivery of the services.
E.g. sites/locations and frequencies]***

Annex 2

Specification

[Insert Customer specification (or scope) detailing the standards to which the services are to be delivered, including any necessary key performance indicators, and minimum expected service levels. The Framework specification represents the example standard for the framework that can be refined/adjusted by Members as appropriate to their requirement]

Annex 3
Supplier's standard terms and conditions

[Supplier's standard terms and conditions]

Annex 4 Data Processing Particulars

[Guidance: This annex is provided to allow Members to precisely formulate their requirement, including if a specific Purchase may require the processing of Personal Data, and therefore populate this annex]

The subject matter and duration of the processing	<p>The processing of the relevant Personal Data relates to the management of this Call-Off Contract in accordance with this Agreement:</p> <ul style="list-style-type: none"> - Processing of personal data in connection with managing transport journeys for SEND and mainstream clients under this agreement. Duration aligns with contract term plus data retention period.
The nature and purpose of the processing	<p>The nature of the processing of the relevant Personal Data is set out below.</p> <ul style="list-style-type: none"> - Allocate clients to appropriate routes - Record escort assignments and DBS status - Log incidents, delays, absences, medical support requests - Prepare data for PA23 Contract Performance Notices and safeguarding reviews
The type of Personal Data being processed	<ul style="list-style-type: none"> - Name, pickup/drop-off location, medical needs - Escort assignment, DBS number, training date - Incident logs or safeguarding referrals - Route ID, vehicle allocation
The categories of Data Subjects	<ul style="list-style-type: none"> - Children and young people with SEND - Adult transport clients (e.g. day centre attendees) - Parent/guardian contact details (where applicable) - Escort and driver staff records

Permitted Purpose	<p>The parties agree to process the relevant Personal Data only for the following purposes:</p> <ol style="list-style-type: none">1. To deliver contracted transport services2. To fulfil safeguarding obligations3. To support performance monitoring under PA234. To comply with legal reporting or audit requirements
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Schedule 6

Supplier's Price List

As submitted (Appendix B) as part of the tender bid to participate in the Framework and as revised in accordance with the terms of this Agreement.

Ancillary costs:

Additional costs chargeable by the Supplier, as identified within Appendix B of the tender submission.

Schedule 7

Data Processing Particulars

For the purposes of Data Protection Legislation, CSKL, TPPL (as Agent), and the Supplier shall each act as independent controllers with respect to Personal Data shared or processed under this Framework. Nothing in this Framework creates a joint controller relationship or establishes processing on behalf of another party.

Identity of Controllers	CSKL, TPPL (as Agent), and each appointed Supplier are independent Controllers for the purposes of Data Protection Legislation.
The subject matter and duration of the processing	<p>Management and administration of the Framework, including supplier onboarding, fee collection, performance monitoring, and audit compliance.</p> <p>Duration: From Framework Commencement Date until expiry or termination of the Framework, plus statutory retention period (typically 6–7 years).</p>
The nature and purpose of the processing	Exchange of contact details, contract performance data, pricing information, and supplier declarations to support Framework governance.
The type of Personal Data being processed	Supplier and Customer contact names, job titles, business email addresses, phone numbers, and (where applicable) declarations of compliance or conduct.
The categories of Data Subjects	<p>Supplier personnel involved in Framework delivery, including account managers, directors, and administrative contacts.</p> <p>Customers that are interested in, or are actively accessing the Framework.</p>
International Transfers	No routine transfers outside the UK. If required (e.g. cloud-based CRM or audit tools), transfers will rely on adequacy decisions or IDTA.
Retention and Disposal	Data retained for the duration of the Framework plus statutory audit period. Secure deletion or archiving in accordance with CSKL and TPPL policies.