



Kingstown Works Limited

Ref: Contract 138/25

Service Level Agreement for:

Contract 138/25

**Supply of 6 x New 18 tonne Refuse Collection Vehicles
Supply of 3 x New 26 tonne Refuse Collection Vehicles
Supply of 7 x New 26 tonne Refuse Collection Vehicles
Rebodies of 14 x 8 year old 26 tonne Refuse Collection Vehicles**

**Garry Middleton
Head of Fleet
Kingstown Works
Stockholm Road
Hull
HU7 0XW**

FRAMEWORK SERVICE LEVEL AGREEMENT

BETWEEN:-

1) **Kingstown Works Limited, Connaught Road, Kingswood, Hull, HU7 3AP**

And

2) **Farid Hillend** a company registered in England with company number **SC053003** whose registered office is at **Taxi Way, Hillend Industrial Estate, Dunfermline, Fife, KY11 9ES** ("The Company")

Application and Terms

These terms (and KWL Terms and conditions) constitute the sole terms and conditions under which Kingstown Works Limited will obtain goods and services specified in any Purchase Order relating hereto. These conditions shall apply to the exclusion of all general or particular terms and conditions imposed or sought to be imposed by the Supplier at any time.

The terms and conditions relating to this Service Level Agreement shall be as follows;

I. ORDERING PROCEDURES

Goods or services should not be supplied or carried out by **Farid Hillend** unless they have been notified of an order number by KWL 'Fleet'.

However, where urgent goods or services are required outside of normal working hours, KWL must be notified at the commencement of the next available working day, when an order number will be provided

When goods and services of any type are required within normal working hours, these must be supplied or carried out promptly. KWL reserve the right to re-charge the supplier for any costs incurred by the KWL due to a **supplier** delay.

2. INVOICING

Invoices should be submitted to KWL, Connaught Road, Kingswood, Kingston upon Hull, HU7 3AP. **Suppliers** should note that they must be capable of supplying electronic mailing for all invoices and other transactions noted in this document.

All delivery / advice notes and invoices must show the following information:

- 2.1 KWL's official order number
- 2.2 Full description of goods supplied inclusive of any part numbers.
- 2.3 Service provided; (goods, training, repair, breakdown response etc)
- 2.4 Unit cost before discount
- 2.5 Percentage discount
- 2.6 Vehicle registration number (where applicable)
- 2.7 Call out location (for repairs)
- 2.8 Date / time; order received and works completion.

To minimise the number of invoices to be processed, the **supplier** is required to submit their invoices on a monthly basis, each invoice being multi-lined and quoting individual order numbers upon one invoice.

Orders raised by KWL within a four week costing timetable must be invoiced within or at the end of that same period.

Terms of Payment

Subject to acceptance of the vehicles by KWL's Fleet Business Manager, payment terms will be 30 days net from invoice. Your transactional relationship shall be directly with KWL

3 SUPPLIERS OBLIGATIONS

3.1 Manufacturers, dealers and suppliers seeking to supply vehicles, plant, trailers, equipment and or materials to meet the specification are responsible for providing such in compliance with all relevant statutory legislation/regulations in force at the time of delivery and or entering KWL's client service this, to include amongst other things, CE and EN Approval, Construction and Use Approval, Type Approval, Individual Vehicle Approval (IVA), National Small Series Type Approval, European Whole Vehicle Type Approval, PUWER, LOLER etc.

3.2 In addition the following requirements will apply.

3.2.1 Irrespective of any/all other returned or communicated (at any time), Manufacturer, Supplier, Dealer, Terms and Conditions. Kingstown Works Limited's (KWL's) Terms and Conditions herein are for the supply of goods and or services as detailed within the specification either in whole or in part and may be further supplemented by those as provided within any facilitating: OJEU Procedure; Framework Agreement; Tender; Mini Tender; Quotation; and or as otherwise applies, and will 'above all else' both override all others and remain in force throughout the applicable contract period (s).

3.2.2 Subject to Successful Tender/Order, the full specification and all provided information will be subject to post-delivery operational verification, which must meet with KWL's complete satisfaction and approval prior to the release of any invoice payments.

Note: It is the responsibility of the principal contractor/supplier to ensure the complete (herein) specification is fully complied with 'in all respects' prior to final delivery. Failure to do so will result in KWL not accepting the vehicle (s); Plant; Trailer Equipment as delivery compliant and any delay resultant of meeting the requirements of the specification will, in addition to those items identified within clause 3.2.3 below:

- Transfer the accepted delivery date to the date of KWL's approved specification compliance.
- Delay commencement of the payment process for the delivered goods in line with the date of the final specification compliance.
- May invoke consequential liquidated damages as considered necessary.

3.2.3 Insofar as is permitted by UK and or English Law, KWL reserves the right, subject to the supplying contractor not meeting with their identified tender delivery date and or not meeting with the issued/returned specification conformity details, to invoke liquidated damages against the awarded supply contractor either and or include:

- Cancellation/return of all or part of the order

- Recovery of any associate/incurred; Vehicle; Plant; Trailer; Equipment' Hire Charges, Finance/Lease Debit Charges, Labour and or material costs, and other associated costs.'

KWL will not be liable in these respects for any costs and or damages therein, third party consequential or otherwise. The deduction of failure to deduct liquidated damages may not prevent KWL from pursuing any other claim arising out of the contract relating to the supply of either goods, materials and or services.

- 3.2.4 Waivered Manufacturer, Supplier/Dealer and or Third Party Servicing, Maintenance//Inspections. KWL Maintenance/Inspection Schedules, Procedure and Internal, retained documentation applies. All warranties remain unaffected.
- 3.2.5 Full manufacturer, supplier/dealer and or third party initial warranty which must cover all labour material and components. Associated costs applies for a minimum period of two years (or other 2 year + period as agreed) From the commencement of KWL's service user/customer's operational use, against the complete supply/order including all ancillary equipment and or supplied goods/materials.
- 3.2.6 All warranty works must be carried out expediently at a site suitable to KWL on a no consequential cost basis.
- 3.2.7 KWL retains the right (subject to the issue of prior notification) to action in house rectification of manufacturer warrantable risk liabilities (Labour and Materials), the full cost of which will be accepted and fully reimbursed to KWL upon the issuing of an invoice to the supplier or manufacturer.
- 3.2.8 KWL will not under any circumstance accept any consequential claims or issue any orders for payment for any labour/materials or associated costs therein arising from any pre/post warranty claims process.
- 3.2.9 The supply of any material/labour toward fulfilling any warranty repairs, must be expedited to realise the vehicle (s); plant; trailers equipment's return to full service prior to the end of KWL's following working day.
- 3.2.10 Any of KWL's consequential costs arising from any warranty/delayed warranty process will be accepted and fully reimbursed to KWL upon the issuing of an invoice to the supplier or manufacturer/agent, including all costs arising from; breakdown; recovery; or delivery to/from a place of repair, and or those either associate to meet the direct vehicle; plant and or equipment hire re-charges or from the hire of a like for like or similar replacement.
- 3.2.11 The accepted method of warranty claim communication resides with KWL.
- 3.2.12 KWL retains the right to reduce the final number of items to be ordered and delete any item within the specification against which the tender supply price will be specifically credited without detriment to the remaining pricing schedule.

- 3.2.13 All Tender/Quotation returns, and pricing unequivocally accept all of the details as identified within this specification; terms and conditions and or any application facilitating; Procurement Regulations 2023 Procedure, Agreement; Tender; Mini Tender; Quotation and or as otherwise may apply.

4. TENDER SUBMISSION

- 4.1 All information provided as your tender submission including method statements will be considered to be binding,

AS WITNESS the hands of the parties or their representatives, being duly authorised in that regard, on the date which appears first on page 1.

Signed For and on behalf of **Kingstown Works limited**
And duly authorised in that regard

Signature: 

Print name: 

Date: 

Signed for and on behalf of **(Farid Hillend Engineering)**
And duly authorised in that regard

Signature: 

Print name: 

Date: 