

[Redacted]

[Redacted]

FleetManagementAgreement Terms and Conditions

between

[Redacted]

and

[Redacted]

Date 27 November 2025

2025

Parties

1. [REDACTED] es
2. [REDACTED]; and

Part A - Interpretation

1 Definitions

Applicable Law

means any:

- (a) statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal;
- (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) legally binding Adept Vehicle Solutions Ltd code of conduct or guideline which relates to this Agreement.

[REDACTED] ce

[REDACTED] d

Business Day

means a day other than a Saturday, Sunday or a public or bank holiday in England and/or Wales.

Control

has the meaning set out in section 416 Income and Corporation Taxes Act 1988.

Companies Act

means the Companies Act 2006.

Credit Information

means the information that the Data Protection Legislation allows SUPPLIER to disclose to a credit reporting agency.

Data Protection Legislation

means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)

Driver

means the driver of the Nominated Vehicle

[REDACTED] ck

[REDACTED]

Fleet Management Services

means the following services provided by SUPPLIER:

- (a) each of the services listed in Item 4 of the Order and set out in part C of this Agreement as applicable; and
- (b) any other services that are provided by SUPPLIER from time to time as requested by CLIENT .

Force Majeure Event	<ul style="list-style-type: none"> (a) act of God; (b) war, insurrection, riot, civil commotion, act or threat of terrorism. (c) lightning, earthquake, fire, flood, storm, or extreme weather condition. (d) theft, damage; (e) strike, lockout, or industrial dispute; (f) change in Applicable Law; (g) any failure or default of a Merchant; or (h) any event or circumstance to the extent it is beyond SUPPLIER's reasonable control; (i) pandemic or epidemic.
Goods and Services	means goods and services provided by a Merchant in connection with the operation, repair, maintenance and inspection of any Nominated Vehicles, which includes fuel, but does not include any items bought for personal consumption.
Insolvent	<p>A party is Insolvent where it:</p> <ul style="list-style-type: none"> (a) proposes or passes a resolution for its winding up; (b) is subject to an application to or order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off; (c) enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person filed at any court; (d) proposes, makes or is subject to, a company voluntary arrangement or a composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Part 26 Companies Act 2006 (e) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; (f) ceases to trade or appear, in SUPPLIER's reasonable opinion, to be likely to cease to trade; (g) are unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or (h) is the subject of any of the foregoing under the laws of any applicable jurisdiction.
KPI	means the key performance indicators and service level requirements agreed between CLIENT and SUPPLIER during the tender process and in accordance with KPI schedule attached to this Agreement.
Merchant	means any vehicle manufacturer authorised by SUPPLIER as a supplier of Goods and Services but which will predominantly be Renault.
Nominated Vehicle	means any vehicle that CLIENT has requested through Selected Fleet Management Services.
Order	means the order specifying the details for Fleet Management services ordered by CLIENT .
Payment Date	means the date for payment of any invoice that SUPPLIER issue to CLIENT as set out in the invoice.
Pricing	means the costs agreed between the parties and reflected in the pricing schedule.
Recharge Amount	means any fee, expense or cost that SUPPLIER incurs in respect of CLIENT 's Selected Fleet Management Services and this Agreement.
Selected Fleet Management Services	means the Fleet Management Services which CLIENT has ordered as being applicable in Item 4 of the Order and which SUPPLIER has agreed to provide in respect of any Nominated Vehicles.

Service Specifications	means the Schedule 1 "Daily Rental Service Specifications" with the same reference number as this Agreement provided to CLIENT and as amended by SUPPLIER from time to time.
Scheduled Maintenance	means, in relation to a Nominated Vehicle, its regular servicing in accordance with the schedule of periodic servicing recommended by the manufacturer.
Termination Amount	means an amount equal to the aggregate of all management fees specified in Item 5 of the Order which would have been payable in respect of the Selected Fleet Management Services for the remaining term of each Nominated Vehicle up to a maximum of 12 months and as agreed by the parties.
Term	means five years from the date of this Agreement, which may be renewed by CLIENT giving SUPPLIER six months' notice prior to the end of the initial Term for a further five year period.
Vehicle Fleet	means the motor vehicle fleet owned by SUPPLIER and leased to CLIENT comprised of the Nominated Vehicles.

- 1.1 Headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.2 Unless the context otherwise requires:
- 1.2.1 reference to the singular include the plural and vice versa and reference to any gender shall include every gender;
 - 1.2.2 references to a "person" includes any individual, body corporate, association, partnership, firm, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
 - 1.2.3 reference to a party includes that party's executors, administrators, successors and permitted assigns'
 - 1.2.4 every obligation entered into by two or more persons bind them jointly and severally;
 - 1.2.5 where any word or phrase is defined in this Agreement, any other grammatical form of that word or phrase has a corresponding meaning;
 - 1.2.6 reference to a schedule, an annexure or an appendix is to a schedule, an annexure or an appendix to this Agreement and form part of this Agreement as though set out in the main body;
 - 1.2.7 reference to any agreement or other document attached to or referred to in this Agreement includes any amendments to it and any document in addition to or in substitution for it which has been approved in writing by the parties to this Agreement;.
 - 1.2.8 reference to any statute, ordinance, code or other law includes any amendment to it, any replacement of it and any statute, ordinance, code or other law intended to operate in conjunction with it and, in each instance, includes every subordinate legislation, regulation, rule and other instrument pursuant to it;
 - 1.2.9 "including" and similar expressions are not words of limitation; and
 - 1.2.10 a number, value or amount being estimated, calculated or determined on a day means that estimation, calculation or determination will be made as at the close of business on that day.
- 1.3 To the extent that there is any inconsistency between the terms of this Agreement (including the Service Specifications), the schedules and the CLIENT Tender Contract Ref ID508 CLIENT Fleet & Associated Services (**Tender Terms**), the schedules and the Tender Terms will prevail.

Part B – General Fleet Management Terms

2 Formation and Incorporation

- 2.1 Commencement of the performance of the Selected Fleet Management Services will be deemed conclusive evidence of CLIENT 's acceptance of this Agreement.
- 2.2 No variation to this Agreement shall be effective unless it is in writing and signed by a duly authorised representative on behalf of SUPPLIER.

3 Appointment and Acceptance of Appointment

- 3.1 Subject to clause 3.3, CLIENT appoints SUPPLIER as its sole provider to:
- 3.1.1 manage the Nominated Vehicles; and
 - 3.1.2 provide the Selected Fleet Management Services,
- during the Term, unless either party terminates this Agreement in accordance with clause 28.
- 3.2 SUPPLIER accepts the appointment and agrees to perform the Selected Fleet Management Services and assume the obligations set out in this Agreement.
- 3.3 SUPPLIER agrees that, in the event SUPPLIER cannot supply a vehicle ordered by CLIENT within six months of an Order, CLIENT will be entitled to source that vehicle from a third party supplier. For the avoidance of doubt, no such event will be construed as a termination event or breach of contract.

4 Fleet Management Services

- 4.1 The Selected Fleet Management Services may be varied from time to time by mutual consent. Any changes may be made by varying Item 4 of the Order in accordance with clause 4.2.
- 4.2 Any variations to Item 4 of the Order must be in writing and signed by SUPPLIER (by a director or other authorised person) and by CLIENT and will be effective from the date both parties have signed agreement.
- 4.3 CLIENT may request any number of Fleet Management Services for its Vehicle Fleet.

5 Vehicles subject to this Agreement

- 5.1 CLIENT may request that a particular vehicle is added to or withdrawn from the operation of this Agreement by giving 30 days' prior written notice SUPPLIER.
- 5.2 Where a Nominated Vehicle is withdrawn in accordance with clause 5.1, CLIENT agrees to pay SUPPLIER:
- 5.2.1 all monies which are due and payable in respect of that Nominated Vehicle up to and including the last day of the notice period; and
 - 5.2.2 any Recharge Amounts which have been incurred or have accrued in respect of that Nominated Vehicle up to and including the last day of the notice period.
- 5.3 CLIENT agrees that the withdrawal referred to in this clause 5 does not affect any of its other obligations under this Agreement.

6 When SUPPLIER is acting as agent

- 6.1 CLIENT authorises SUPPLIER to act as agent for and on behalf of CLIENT where required to fulfil SUPPLIER's obligations under this Agreement. SUPPLIER will observe and comply with all reasonable and lawful directions CLIENT gives from time to time.
- 6.2 CLIENT agrees that there is nothing in this Agreement that would imply a partnership, or employer and employee relationship between the parties.
- 6.3 CLIENT authorises SUPPLIER when acting as agent:
- 6.3.1 to disclose to any person in connection with providing CLIENT 's Selected Fleet Management Services that SUPPLIER is acting as its agent;

6.3.2 to do everything that SUPPLIER considers reasonably necessary to comply with its obligations under this Agreement, without the need to obtain CLIENT 's further consent; and

6.3.3 to pay all accounts SUPPLIER receives from any person for Goods or Services provided in connection with complying with its obligations under this Agreement.

7 Costs incurred by SUPPLIER

7.1 When providing CLIENT with the Selected Fleet Management Services SUPPLIER may incur costs and expenses on CLIENT 's behalf, including, without limitation, amounts payable to Merchants or other suppliers of Goods and Services with respect to fuel, parts for or repairs to the Nominated Vehicles (Recharge Amounts). All Recharge Amounts will be detailed on any invoice SUPPLIER submits and CLIENT agrees to pay or reimburse SUPPLIER in full in respect of these amounts.

8 CLIENT 's general obligations in respect of a Nominated Vehicle

8.1 CLIENT acknowledges and agrees that both CLIENT and the Driver are responsible for the following in respect of the Nominated Vehicles:

8.1.1 obtaining and maintaining comprehensive vehicle insurance;

8.1.2 ensuring that the Nominated Vehicles are driven by licensed Drivers only;

8.1.3 ensuring that a current registration label is affixed to each Nominated Vehicle;

8.1.4 ensuring that regular maintenance, repair, scheduled servicing and inspections of the Nominated Vehicles are carried out;

8.1.5 ensuring that each Nominated Vehicle, where applicable, has a current and valid MOT certificate.

9 SUPPLIER's General obligations

9.1 SUPPLIER will perform the Selected Fleet Management Services using all reasonable care and skill as an experienced fleet manager in accordance with the terms of this Agreement.

9.2 SUPPLIER will use all commercially reasonable endeavours to:

9.2.1 maintain complete records and an adequate system of audit and internal controls in respect of SUPPLIER's obligations under this Agreement; and

9.2.2 keep and maintain an appropriate record for each Nominated Vehicle in respect of the Selected Fleet Management Services.

9.3 SUPPLIER will retain all records maintained in relation to the Selected Fleet Management Services under this Agreement and in respect of any Nominated Vehicle for a period of five years after termination of this Agreement.

PART C – Fleet Management Services

10 Disposals Management Service

10.1 On CLIENT 's request, SUPPLIER will:

10.1.1 accept or obtain delivery of the Nominated Vehicle from CLIENT or the relevant Driver, together with any certificates or other documents relating to the Nominated Vehicle which may be in CLIENT 's possession;

10.1.2 if necessary, store the Nominated Vehicle;

10.1.3 prepare the Nominated Vehicle for sale;

10.1.4 monitor, in relation to each Nominated Vehicle, any deterioration which, in SUPPLIER's opinion, exceeds fair wear and tear and determine whether there would be economic benefit in having repairs

carried

out;

- 10.1.5 conduct all negotiations relating to the sale of the Nominated Vehicle by trade or commercial auction or in any other manner specified by CLIENT ;
- 10.1.6 having regard to market conditions at the time of sale, exercise due care and skill to obtain the best price reasonably obtainable for each Nominated Vehicle.

10.2 On the sale of each Nominated Vehicle and on confirmation from CLIENT of receipt of the sale price, SUPPLIER will:

- 10.2.1 effect the delivery of the Nominated Vehicle together with all documents held by SUPPLIER relating to the nominated Vehicle; and
- 10.2.2 notify the relevant government agency of the change of ownership of the Nominated Vehicle; and
- 10.2.3 perform all other acts and functions which are incidental to the duties and functions set out above in order to facilitate the sale of Nominated Vehicles in accordance with this Agreement.

10.3 The terms of sale of each Nominated Vehicle will:

- 10.3.1 exclude all liability on CLIENT 's part and all warranties as to the suitability, fitness for purpose, quality or serviceability of the Nominated Vehicle to the fullest extent permitted by law; and
- 10.3.2 provide that the change of ownership and possession of the Nominated Vehicle does not pass to the purchaser until confirmation from CLIENT that payment in full of the purchase price in cleared funds or by bank cheque has been received by CLIENT .

10.4 SUPPLIER will advise CLIENT of the highest sale price offered for a Nominated Vehicle and the details of the purchaser. CLIENT may accept or reject the sale price at its absolute discretion. Where CLIENT accepts the sale price CLIENT must promptly provide SUPPLIER with a tax invoice made out to the purchaser.

10.5 SUPPLIER will include on any invoice issued to CLIENT the costs incurred by SUPPLIER in respect of the preparation, storage and sale of that Nominated Vehicle or in bringing it up to roadworthy condition as a Recharge Amount.

11 Reporting Service

11.1 SUPPLIER will provide:

- 11.1.1 access to a variety of standard reports through the [REDACTED] Check;
- 11.1.2 training to CLIENT Drivers to enable them to utilise fully the reporting [REDACTED] Check.

11.2 While due care is exercised by SUPPLIER to ensure the integrity of any information in reports, SUPPLIER does not make any warranties, express or implied, as to the accuracy or completeness of any reports provided.

11.3 SUPPLIER may charge a fee for the development of any customised reporting. SUPPLIER will seek CLIENT 's approval of the fee prior to commencing any work. Once agreed, the fee will be included on any invoice to CLIENT as a Recharge Amount.

12 Repairs and Maintenance Service

12.1 SUPPLIER will:

- 12.1.1 validate requests and issue authorities to Merchants who provide Goods and Services for the Nominated Vehicles;
- 12.1.2 use reasonable endeavours to ensure Nominated Vehicles are serviced in accordance with the relevant manufacturer recommendations and specifications, subject to CLIENT presenting the Nominated Vehicles to an accredited Merchant according to the relevant manufacturer recommended scheduled servicing;

- 12.1.3 check any costs charged by Merchants in respect of a Nominated Vehicle to ensure they are relevant and accurate prior to including it on any invoice to CLIENT as a Recharge Amount;

- 12.1.4 pay on CLIENT 's behalf for any Goods and Services in respect of repairs and maintenance of a Nominated Vehicle and CLIENT irrevocably authorise SUPPLIER to pay these costs without further reference to CLIENT ;
- 12.1.5 maintain a record of all Goods and Services purchased in respect of a Nominated Vehicle;
- 12.1.6 ensure all eligible warranty claims are lodged and controlled;
- 12.1.7 issue notifications to CLIENT where:
 - 12.1.7.1 a scheduled service is overdue; or
 - 12.1.7.2 a warrant of fitness is due.
- 12.2 Where the use of SUPPLIER's accredited repairer network for repair and maintenance services has been selected, SUPPLIER will:
 - 12.2.1 upon request, supply CLIENT with a list of all of SUPPLIER's accredited repairers and provide any updates when there are changes; and
 - 12.2.2 ensure all relevant accredited repairers' discounts are applied to the Nominated Vehicle repairs as may be applicable at the time of service.
- 12.3 SUPPLIER is not responsible for the quality or appropriateness of the Goods and Services supplied by a Merchant. SUPPLIER will provide CLIENT with commercially reasonable assistance in regard to resolving any dispute CLIENT may have relating to Goods and Services purchased from a Merchant. However, SUPPLIER is not liable for the outcome of any dispute.
- 12.4 CLIENT will be responsible for all costs associated with the repair and maintenance service. SUPPLIER will include on any invoice to CLIENT the costs incurred by SUPPLIER in respect the repair and maintenance service as a Recharge Amount.
- 13 Roadside Assistance Service**
 - 13.1 SUPPLIER will register the Nominated Vehicle for inclusion in the roadside assistance programme nominated by SUPPLIER as soon as reasonably possible after:
 - 13.1.1 CLIENT makes a request to SUPPLIER; or
 - 13.1.2 the expiry of a vehicle manufacturer's roadside assistance programme (if any); or
 - 13.1.3 upon notification by CLIENT to SUPPLIER when a new Nominated Vehicle is delivered to CLIENT .
 - 13.2 Unless it has been agreed in writing that SUPPLIER will bear the costs of membership of the roadside assistance programme, SUPPLIER will include on any invoice to CLIENT any membership costs as a Recharge Amount. In addition, SUPPLIER will include on the invoice any additional costs incurred by SUPPLIER in respect the roadside assistance service as a Recharge Amount.
- 14 Vehicle Acquisition Service**
 - 14.1 If CLIENT acquires a vehicle through SUPPLIER's vehicle acquisition service that vehicle will be a Nominated Vehicle for the purposes of this Agreement.
 - 14.2 CLIENT agrees that any request in relation to SUPPLIER's vehicle acquisition service is irrevocable.
 - 14.3 SUPPLIER will:
 - 14.3.1 acquire vehicles for delivery anywhere within the United Kingdom and according to the specifications provided by CLIENT ;
 - 14.3.2 ensure all relevant dealer and manufacturer rebates and discounts are applied to the vehicle acquisitions as may be applicable at the time of purchase; and

14.3.3 ensure that CLIENT and its Drivers are kept informed of the progress of acquisitions.

14.4 SUPPLIER is not liable for any delay in delivery of the vehicle that is beyond SUPPLIER's reasonable control.

14.5 CLIENT acknowledges that it has not relied on SUPPLIER's skill, judgment or advice in determining whether the vehicle is fit for any purpose for which CLIENT requires.

14.6 CLIENT is responsible for paying the costs of acquiring the vehicle directly to the dealer prior to delivery unless CLIENT has made alternative arrangements with the dealer.

14.7 Subject to clause 14.6, SUPPLIER will include on any invoice to CLIENT the costs incurred by SUPPLIER in respect the vehicle acquisition service as a Recharge Amount.

15 Vehicle Registration and Renewals Service

15.1 SUPPLIER will perform all tasks relating to the processing, payment and administration of a Nominated Vehicle's registration. In order to act as a central point for all Nominated Vehicle re-registrations, CLIENT authorise SUPPLIER to link all Nominated Vehicles to a single DVLA Fleet Code.

15.2 CLIENT will be responsible for:

15.2.1 ensuring each Nominated Vehicle has a valid warrant of fitness prior to its registration expiry date. For the avoidance of doubt, the registration renewal cannot be processed by SUPPLIER without such validation;

15.2.2 affixing the relevant registration label to each vehicle;

15.2.3 performing all functions related to obtaining replacement registration plates;

15.2.4 advising SUPPLIER in writing of any Nominated Vehicle registration detail changes and supplying SUPPLIER with the new registration details.

15.3 SUPPLIER will include on any invoice to CLIENT the costs incurred by SUPPLIER in respect the vehicle registration and renewal service including all costs associated with the linking and de-linking of the DVLA Fleet Code as a Recharge Amount.

16 Traffic Infringements Management Service

16.1 Subject to clause 16.2, SUPPLIER will provide reporting of all traffic infringements received in respect of Nominated Vehicles.

16.2 CLIENT must make available to SUPPLIER all the data necessary to record and update any traffic infringements in respect of the Nominated Vehicles and Drivers.

16.3 SUPPLIER will not be responsible for the payment of and costs associated with the traffic infringement management service, including but not limited to the cost of fines or penalties related to any traffic infringements.

16.4 SUPPLIER will include on any invoice to CLIENT the costs incurred by SUPPLIER in respect of the traffic infringements management service as a Recharge Amount.

16.5 CLIENT acknowledges that infringements by Drivers in relation to speeding, driving in a designated bus lane, poor and illegal parking fines will be sent directly to CLIENT's nominated transport manager [REDACTED] is e [REDACTED] infringement.

17 Accident Management Service

17.1 SUPPLIER will appoint a Merchant for all Nominated Vehicles involved in an accident, who can provide:

17.1.1 at scene assistance when the Nominated Vehicle is in an accident;

17.1.2 claims management assistance; and

17.1.3 accident management reporting th [REDACTED] k.

17.2 Subject to the provisions of clause 17.4, where SUPPLIER is providing claims management assistance, if a claim arises under an insurance policy, SUPPLIER will do all things necessary to make and progress that claim to payment in accordance with the requirements and procedures of the relevant insurance policy and the insurer, including without limitation:

17.2.1 lodging the claim with the insurer within the time limit required under the insurance policy; and

17.2.2 complying with all reasonable requests for information by the insurer under the insurance policy.

17.3 SUPPLIER will refer all disputed claims under an insurance policy to CLIENT and comply with reasonable instructions as to the manner in which the dispute is to be handled.

17.4 CLIENT :

17.4.1 must make available all the data necessary to establish, maintain and update the Nominated Vehicles and Drivers on SUPPLIER's accident management service in a format that SUPPLIER advises;

17.4.2 will be responsible for all costs of Goods and Services supplied in respect of the accident management service. These costs include but are not limited to:

17.4.2.1 the cost of relief vehicles;

17.4.2.2 insurance excesses;

17.4.2.3 any repair costs less than CLIENT 's insurance excess; and

17.4.2.4 third party recovery costs (specified in Item 5 of the Order).

17.5 SUPPLIER will include in any invoice to CLIENT the costs incurred by SUPPLIER in respect of the accident management service as a Recharge Amount.

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of any report. It is CLIENT's responsibility to ensure that the information provided to SUPPLIER is complete, true and accurate.

19 Daily Rental Management Service

19.1 Subject to clause 19.2, SUPPLIER will make available one daily rental vehicle for use by CLIENT and will

confirm the booking of a Nominated Vehicle with a Merchant by contacting the Driver to provide a reference/reservation

- number for that booking.
- 19.2 Each time a Driver wishes to make use of a vehicle under this clause he/she shall issue a request for a vehicle to SUPPLIER by:
- 19.2.1 completing the hire car request form from time to time provided by SUPPLIER and emailing that form to the email address provided from time to time nominated by SUPPLIER; or
 - 19.2.2 by telephoning SUPPLIER using the telephone number from time to time nominated by SUPPLIER and providing all of the necessary information SUPPLIER requires to complete the hire car request.
- 19.3 Each time CLIENT or the Driver request or operate a Nominated Vehicle under this Selected Fleet Management Service CLIENT warrants that:
- 19.3.1 CLIENT and the Driver have agreed to and will comply with the Service Specifications and the terms and conditions set out in any Merchant agreement provided by SUPPLIER or the Merchant; and
 - 19.3.2 the Driver:
 - (a) holds a current full (not provisional) United Kingdom driving licence and will make that licence available for inspection on request by SUPPLIER or the Merchant;
 - (b) has held the driving licence referred to in clause 19.3.2(a)) for a period of at least twelve months prior to the date on which a Nominated Vehicle is made available to him/her;
 - (c) is fit and able (and will remain fit and able) to operate the Nominated Vehicle provided to him/her;
 - (d) will operate the Nominated Vehicle in accordance with all applicable requirements of this Agreement and all applicable laws and regulations;
 - (e) must not use the Nominated Vehicle for any illegal or unlawful purpose;
 - (f) will comply with any instructions or documents issued with the Nominated Vehicle by SUPPLIER or the Merchant;
 - (g) will not allow any other person to operate the Nominated Vehicle.
- 19.4 CLIENT must have in place a policy of insurance in respect of each Nominated Vehicle rented pursuant to this clause 19 with an insurer of good repute noting SUPPLIER's interest on each such policy or ensure that the policy contains a clause providing for indemnity to principals. CLIENT must provide SUPPLIER upon request with details of all relevant insurance policies/cover notes and with evidence reasonably satisfactory to SUPPLIER as to the terms of such insurance and that the premium has been paid.
- 19.5 In the event of any loss or damage to any Nominated Vehicle CLIENT shall indemnify SUPPLIER in full on demand for the costs of repairing that loss or damage or, if the Nominated Vehicle is considered a write off or unrecoverable, the cost of replacing that Nominated Vehicle on a new for old basis.
- 19.6 CLIENT's obligation to indemnify SUPPLIER in full under clause 19.5 shall not be negated to any extent by:
- 19.6.1 any failure by CLIENT to maintain insurance in accordance with clause 19.4;
 - 19.6.2 any excess which may be payable by CLIENT under the insurance maintained in accordance with clause 19.4;
 - 19.6.3 any act or omission of any Driver (regardless of whether or not such act or omission caused any insurance maintained by CLIENT to be invalidated); and/or
 - 19.6.4 the amount of any pay-out from the insurance maintained by CLIENT being less than the value of the amount for which CLIENT is obliged to indemnify SUPPLIER under clause 19.5.
- 19.7 At no point shall ownership of any Nominated Vehicles pass to CLIENT or to any Driver and CLIENT shall ensure that, together with each Driver, CLIENT does not (whether by act or omission) do anything which is inconsistent with the Merchant's ownership of the Nominated Vehicles. In particular, but without limitation, CLIENT will not remove any notices or markings from any Nominated Vehicles which identify who is the owner

of the Nominated

Vehicle in question.

- 19.8 SUPPLIER will charge CLIENT a fee for the daily rental service. The amount of this fee is specified in Item 5 of the Order. In addition, SUPPLIER will include in any invoice to CLIENT all additional charges or costs incurred in respect of the daily rental management service (including the rentals payable to the Merchant) as a Recharge Amount.

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calculate the booking fee.

21 Driver Licence Checking

- 21.1 This clause 21 only applies if Driver licence checking service as a Selected Fleet Management Service has been selected.

21.2 CLIENT must:

- 21.2.1 advise the Drivers of the requirement for them to be involved in the Driver licence checking service for the purpose of checking driver entitlement under the Road Traffic Act and validating their entitlement to drive and SUPPLIER's involvement in the provision of the Driver licence checking services; and
- 21.2.2 make available the data necessary to establish the Drivers on SUPPLIER's Driver licence checking services in a format that SUPPLIER advises. SUPPLIER will not be responsible for validating the accuracy of the information provided by the Driver.

21.3 SUPPLIER will:

- 21.3.1 on receipt of the Driver contact details, provide such Drivers with a driver licence mandate form as required by the Driver Vehicle Licensing Agency (**DVLA**) (**DVLA Consent Mandate**) for the Driver to complete and sign for the purpose of checking and validating Driver entitlement to drive under the Road Traffic Act;
- 21.3.2 on receipt of each completed and signed DVLA Consent Mandate, obtain the Driver licence check from DVLA and enter all resulting information into SUPPLIER's system; and
- 21.3.3 provide CLIENT with a report containing the results of Driver licence checks. SUPPLIER does not warrant the accuracy of these results as it has no control over the accuracy of information held on DVLA's database or provided by the Drivers in the DVLA Consent Mandate.

- 21.4 Each DVLA Consent Mandate will be valid for a period of one year from the date of signature, or until the Driver concerned ceases their employment with CLIENT (whichever occurs soonest). SUPPLIER will retain each original DVLA Consent Mandate for a minimum period of six years after which it will be deleted by SUPPLIER.

22 Driver Risk Management

- 22.1 This clause 22 only applies if SUPPLIER's Driver Risk Management service as a Selected Fleet Management Service has been selected.

22.2 CLIENT may select any one or a combination of the following modules:

22.2.1 driver training (online);

22.2.2 in-vehicle driver training; and

22.2.3 any other modules SUPPLIER makes available from time to time.

SUPPLIER may appoint a Merchant to provide these modules.

22.3 In respect of modules listed at clause 22.2, SUPPLIER will agree with CLIENT to the scope of the Driver Risk Management service to be provided. For in-vehicle driver training modules, training is conducted on-site in the Driver's usual vehicle or pool car.

22.4 Each Driver must consent to the use of or participation in the Driver Risk Management service and the Internet Service. SUPPLIER will not be responsible for validating the accuracy of the information provided by the Driver.

22.5 CLIENT must:

22.5.1 make available all the data necessary to establish the Drivers on SUPPLIER's Driver Risk Management service in the format that SUPPLIER advises;

22.5.2 advise the Drivers of CLIENT's requirement for them be involved in the Driver Risk Management service and SUPPLIER's involvement in the provision of the Driver Risk Management service; and

22.5.3 ensure that CLIENT's motor vehicle insurance adequately covers this use of the vehicle(s).

22.6 Where fees are determined on the number of Drivers nominated for participation in the Driver Risk Management service, they will be payable for each nominated Driver whether or not the Driver participates in or consents to use the Driver Risk Management service.

22.7 SUPPLIER will include in its invoices as a Recharge Amount, the fees specified in Item 5 of the Order and in accordance with clause 22.6. In addition, SUPPLIER will include in its invoices as a Recharge Amount the costs incurred by SUPPLIER in respect of the Driver Risk Management service. These costs may include but are not limited to travel and accommodation.

23 Rental Vehicle

SUPPLIER will provide one non-chargeable rental vehicle to CLIENT during the Term for use when any Nominated Vehicle is off-road for servicing or repairs.

Part D - Payment Arrangements

24 Payments

24.1 SUPPLIER will submit its invoices each calendar month.

24.2 The total amount owing specified in each invoice must be received by SUPPLIER by the Payment Date.

24.3 Each Invoice will include:

24.3.1 Recharge Amounts for the preceding calendar month;

24.3.2 the amount specified in Item 5 of the Order in consideration for SUPPLIER's performance of each of the Selected Fleet Management Services that SUPPLIER provides for each Nominated Vehicle (other than those Nominated Vehicles the subject of the Daily Rental Management Service) during the preceding calendar month;

24.3.3 any other fees in respect of the Selected Fleet Management Services as may be agreed between SUPPLIER and CLIENT in writing from time to time; and

24.3.4 any other fees and charges in accordance with the terms of this Agreement.

24.4 CLIENT must pay SUPPLIER on or before the date of this Agreement a non-refundable establishment fee in the amount (if any) specified Item 5 of the Order. SUPPLIER will provide a separate invoice for this fee.

24.5 CLIENT must pay SUPPLIER by direct debit in accordance with clause 26 unless SUPPLIER agrees another payment method in accordance with clause 27.

- 24.6 Time shall be of the essence in respect of each Payment Date and any dates which may be substituted for them by agreement in writing between SUPPLIER and CLIENT .
- 24.7 No payment will be deemed to have been received until SUPPLIER has received Payment in full in cleared funds.
- 24.8 All sums payable to SUPPLIER under this Agreement will become due immediately upon termination of this Agreement.
- 24.9 All payments to be made by CLIENT under this Agreement will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless CLIENT is required by law to make any such deduction or withholding.
- 24.10 SUPPLIER may appropriate any payment made by CLIENT to SUPPLIER to such of the invoices for the Selected Fleet Management Services as SUPPLIER thinks fit, despite any purported appropriation by CLIENT .

25 If CLIENT 's payment method fails

- 25.1 If any payment method CLIENT uses to pay SUPPLIER fails, CLIENT :
- 25.1.1 may be charged a fee and/or interest by SUPPLIER's financial institution;
 - 25.1.2 may incur fees or charges imposed or incurred by SUPPLIER; and
 - 25.1.3 must arrange for the invoice to be paid by some other method or arrange for sufficient clear funds to be in SUPPLIER's account by an agreed time so that SUPPLIER can process the invoice payment.
- 25.2 [REDACTED] have been received by SUPPLIER from CLIENT .

26 Paying by direct debit

- 26.1 If CLIENT elects to pay SUPPLIER from its account, CLIENT must sign the direct debit authority and return it to SUPPLIER. by signing the direct debit authority CLIENT authorises SUPPLIER to arrange for funds to be debited from CLIENT 's account on the relevant Payment Date. Where the Payment Date is not a Business Day the funds will be debited from CLIENT 's account on the next Business Day.
- 26.2 SUPPLIER will only arrange for funds to be debited from CLIENT 's account as authorised in the direct debit authority. SUPPLIER will notify CLIENT 14 days in advance of making any changes to the direct debit arrangements.
- 26.3 CLIENT should check its account statement to verify that the amounts debited from its account are correct and CLIENT must notify SUPPLIER in writing within 14 days of the transaction if it believes there has been an error in debiting its account. CLIENT 's notification must include details of the incorrect payment and the reasons for the dispute. SUPPLIER will investigate and, if it is found that the disputed amount has been debited in error, SUPPLIER will refund CLIENT as appropriate within 15 Business Days. Where it is found that the disputed amount has been debited correctly, SUPPLIER will notify CLIENT of that outcome in writing. Disputes may also be directed to CLIENT 's financial institution.
- 26.4 If CLIENT wants to:
- 26.4.1 stop or defer a debit payment; or
 - 24.4.1 cancel its authority for SUPPLIER to debit CLIENT 's account; or
 - 24.4.1 change the arrangements under a direct debit request,

CLIENT must notify SUPPLIER in writing. Please allow 14 days for the amendments to take effect. Stops and cancellations of CLIENT 's direct debit payments can be directed to SUPPLIER or to CLIENT 's own financial

institution. SUPPLIER is not responsible for any loss that CLIENT suffers where CLIENT fails to give SUPPLIER 14 days prior written notice in respect of changes to CLIENT 's direct debit arrangements.

26.5 For all matters relating to direct debit arrangements, CLIENT may contact SUPPLIER by:

26.5.1 calling its account manager or SUPPLIER's customer service number which SUPPLIER will notify to CLIENT from time to time; or

26.5.2 sending written correspondence outlining the request or issue to SUPPLIER's business address as advised from time to time. SUPPLIER will notify CLIENT if this address changes.

Please allow 14 days for response or amendments as appropriate to take effect.

26.6 It is CLIENT 's responsibility to ensure that sufficient cleared funds are in its account when the payments are to be drawn and to advise SUPPLIER in writing if CLIENT 's account is transferred, closed or any other account details change.

26.7 All records and account details will be kept private and confidential by SUPPLIER and will only be disclosed:

26.7.1 at CLIENT 's request; or

26.7.2 to CLIENT 's financial institution in connection with the investigation of a claim regarding an alleged incorrect or wrong debit; or

26.7.3 if such disclosure is required by law.

27 Paying SUPPLIER in other ways

27.1 If SUPPLIER agrees to a payment method other than direct debit, the total amount shown in any invoice must be paid no later than the Payment Date.

27.2 SUPPLIER may charge an administration fee for payments made by a method other than direct debit. The amount of this fee is specified in Item 5 of the Order.

Part E - Termination

28 termination of this Agreement

28.1 Either party may terminate this Agreement by giving the other party ten Business Days' notice in writing if the other party:

28.1.1 commits a material breach of this Agreement which cannot be remedied; or

28.1.2 commits a material breach of this Agreement which can be remedied but the other party fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied;

28.1.3 indicates by conduct or otherwise that it no longer intends to be bound by this Agreement;

28.1.4 makes a false, inaccurate or misleading statement, representation or warranty (or deemed warranty) in connection with this Agreement;

28.1.5 repudiates or is in default under any other agreement that party has with the other party;

28.1.6 undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

28.2 SUPPLIER may terminate this Agreement by giving not less than five Business Days written notice to that effect if CLIENT fails to make any payment due to SUPPLIER under this Agreement within 14 days of the relevant Payment Date.

28.3 Either party may terminate this Agreement immediately if the other party becomes Insolvent.

28.4 Despite any other provision of this Agreement, either party may give notice terminating this Agreement if any authorisation which is necessary for:

28.4.1 the observance or performance of the other party's obligations under this Agreement; or

28.4.2 the validity or enforceability of this Agreement and the transactions contemplated by this Agreement against the other party,

D [REDACTED]

are repealed, revoked, terminated or expire or are materially modified in any way which adversely affects the transactions under this Agreement and are not immediately replaced by other sufficient authorisations.

28.5 SUPPLIER may terminate this Agreement on notice at SUPPLIER's choice by giving not less than six months' written notice to that effect to CLIENT .

28.6 CLIENT may terminate this Agreement by giving SUPPLIER six months' notice in writing of its intention to terminate. If CLIENT terminates under this clause 28.6 SUPPLIER will devise an exit strategy during the notice period to ensure a smooth transition in respect of CLIENT 's Drivers.

29 What happens if this Agreement is terminated?

29.1 If this Agreement is terminated, the parties agree to discuss and agree the Termination Amount. SUPPLIER agrees to provide evidence of its losses and CLIENT , acting reasonably, agrees to accept a reasonable Termination Amount as a true reflection of such losses. CLIENT must pay SUPPLIER the following within five Business Days of termination:

29.1.1 any amount owing in respect of any invoice SUPPLIER has issued to CLIENT ; and

29.1.2 the Termination Amount, which it is acknowledged by CLIENT is a genuine estimate of the amount of SUPPLIER's loss suffered as a result of this Agreement being terminated.

29.2 If this Agreement is terminated, SUPPLIER will as soon as possible:

29.2.1 deliver to CLIENT any Nominated Vehicles in SUPPLIER's possession or under SUPPLIER's control, together with all invoices, books, records, files, documents and other instruments relating to any Nominated Vehicles;

29.2.2 cease providing Selected Fleet Management Services in respect of the Vehicle Fleet.

29.3 Following expiry or termination of this Agreement:

29.3.1 clause 7 shall continue in force, together with any other clauses which expressly or impliedly continue to have effect after expiry or termination of this Agreement; and

29.3.2 all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

30 Exclusion of liability and indemnity

30.1 Subject to clause 30.2, in the event of any breach of SUPPLIER's express obligations under this Agreement, CLIENT 's remedies will be limited to damages up to a maximum of 12 months of SUPPLIER's management fees for providing the Selected Fleet Management Services specified in Item 5 of the Order.

30.2 SUPPLIER does not exclude its liability (if any) to CLIENT :

30.2.1 for breach of SUPPLIER's obligations arising under section 2 Sale and Supply of Goods and Services Act 1982;

30.2.2 for personal injury or death resulting from the SUPPLIER's negligence;

30.2.3 for any matter for which it would be illegal for SUPPLIER to exclude or to attempt to exclude SUPPLIER's liability; or

30.2.4 for fraud.

30.3 Except as provided in clauses 30.1 and 30.2 above, SUPPLIER will be under no liability to CLIENT whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

30.3.1 any of the Selected Fleet Management Services;

- 30.3.2 any breach by SUPPLIER of any of the express or implied terms of this Agreement; or
- 30.3.3 any statement made or not made, or advice given or not given, by or on behalf of SUPPLIER.
- 30.4 Subject to clause 30.2, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from this Agreement.
- 30.5 Each of SUPPLIER's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in clauses 30.1, 30.3 and 30.4 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the words Adept Vehicle Solutions Ltd, SUPPLIER or we wherever it appears in those clauses.
- 30.6 CLIENT acknowledges that the above provisions of this clause 30 are reasonable and reflected in the fees charged, which would be higher without those provisions, and CLIENT will accept such risk and/or insure accordingly.
- 30.7 CLIENT agrees to indemnify, keep indemnified and hold SUPPLIER harmless from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect and consequential loss (all of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which SUPPLIER incurs or suffers as a consequence of any direct or indirect breach or negligent performance or failure in performance by CLIENT, CLIENT's Drivers or third party financiers of the terms of this Agreement.

31 Force Majeure

- 31.1 SUPPLIER shall not be in breach of this Agreement or otherwise liable to CLIENT for any failure to perform or delay in performing SUPPLIER's obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event.
- 31.2 If a Force Majeure Event occurs:
- 31.2.1 SUPPLIER shall, as soon as reasonably practicable after becoming aware of the Force Majeure Event, notify CLIENT that the Force Majeure Event has occurred; and
- 31.2.2 SUPPLIER shall use reasonable endeavors, without being required to incur additional expenditure, to mitigate the effects of the Force Majeure Event.
- 31.3 Subject to clause 31.4, CLIENT shall not be in breach of this Agreement or otherwise liable to SUPPLIER for any failure to perform or delay in performing CLIENT's obligations under this Agreement to the extent that this is due to a Force Majeure Event affecting SUPPLIER.
- 31.4 CLIENT shall continue to pay the fees for any Selected Fleet Management Services which SUPPLIER continues to supply notwithstanding the occurrence of the Force Majeure Event.
- 31.5 If a Force Majeure Event which affects the performance of a material part of SUPPLIER's obligations under this Agreement and which gives rise to relief from liability under clause 31.1 continues for a period of 90 days or more, either party shall be entitled to terminate this Agreement by giving not less than 14 days written notice to that effect to the other Party.

Part F - General Conditions

32 Miscellaneous

- 32.1 Time shall be of the essence in respect of all dates, periods and timescales with which CLIENT is required to comply under this Agreement and any dates, periods and timescales which may be substituted for them by agreement in writing of the parties.
- 32.2 SUPPLIER's rights and remedies set out in this Agreement are in addition to and not exclusive of any rights and remedies provided by law.
- 32.3 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.
- 32.4 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement shall

not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the

single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

- 32.5 CLIENT shall not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement or any of its obligations under this Agreement without SUPPLIER's prior written consent (which will not be unreasonably withheld).
- 32.6 SUPPLIER shall be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under this Agreement and to sub-contract any of its obligations under this Agreement by giving CLIENT three months' notice in writing and provided any such person passes CLIENT's financial and insurance checks.
- 32.7 Save as provided for elsewhere in this Agreement, the parties do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.
- 32.8 Except to the extent provided in clause **Error! Reference source not found.**, this Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 32.8.1 neither party has entered into this Agreement in reliance upon, and shall have no remedy in respect of, any representation or statement which is not expressly set out in this Agreement;
 - 32.8.2 the only remedies available for breach of any representation or statement which was made prior to entry into the Agreement, and which is set out in this Agreement shall be for breach of contract; and
 - 32.8.3 nothing in this clause 32.8 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

33 Notices

- 33.1 Notices must be in writing and either:
- 33.1.1 left at the relevant party's address appearing in the Order, or the address last notified; or
 - 33.1.2 sent by prepaid first class post to the relevant party at its address in the Order, or the address last notified. The notice will be taken to be received on the second Business Day after the date of posting.
- 33.2 If any notice is deemed to have been duly given or made to the address set out in the Order after 4:00 p.m. in the place to which such communication is addressed or on a day which is not a Business Day, it will be deemed to have been duly given or made at 8:00 a.m. on the next Business Day.

34 Waiver and variation

- 34.1 SUPPLIER may vary a term of this Agreement, where it reasonably considers such variation is necessary to ensure that the services to be provided under this Agreement are provided in accordance with all relevant laws and industry codes. SUPPLIER will give CLIENT notice of any such variation in writing.
- 34.2 Notwithstanding clause 34.1, SUPPLIER may vary Parts C and D of this Agreement by giving six months' written notice to CLIENT. If CLIENT continues to utilise the Selected Fleet Management Services in respect of any Nominated Vehicle after such notice, CLIENT accepts the variation and CLIENT is bound by it.
- 34.3 Other than for a variation under this clause 34, a term of this Agreement or a right created under it may not be waived or varied except in writing signed by CLIENT and SUPPLIER.

35 Governing law and jurisdiction

- 35.1 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 35.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

36 Information requirements and other obligations

36.1 CLIENT must:

- 36.1.1 give SUPPLIER any information SUPPLIER asks for relating to CLIENT 's business or financial position and copies of all financial statements, reports and accounts SUPPLIER reasonably requires;
- 36.1.2 ensure that CLIENT and any person who provides a security interest does not become Insolvent.
- 36.1.3 ensure there is no change in CLIENT 's business, assets or financial position which materially adversely affects its ability to meet the obligations under this Agreement; and
- 36.1.4 inform SUPPLIER if CLIENT is about to undergo a change of control (within the meaning of section 124 of the Corporation Tax Act 2010).

37 Authority to provide information and Data Protection

37.1 For the purposes of this clause 37.1 and this Agreement:

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Process” shall bear the respective meanings given to them in the Data Protection Legislation (as amended, updated, replaced or superseded from time to time) (and **“Processes”** and **“Processing”** shall be construed accordingly).

“Data Protection Laws” means the Data Protection Act 2018, the General Data Protection Regulation 2016 (**“GDPR”**), the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications Regulations 2003 and any laws that replace or amend any of these.

“Data Subject Requests” means a request by a Data Subject to exercise any of their rights set out in the Data Protection Laws, including but not limited to, requests for access, rectification, erasure or blocking of their Personal Data.

“Personal Data” means all Personal Data which is owned, controlled or processed by a party (**“Disclosing Party”**) and which is provided by or on behalf of the Disclosing Party or any of its affiliates or which comes into the possession of the other party (**“Receiving Party”**) as a result of or in connection with the provision of the Services.

37.2 The parties hereby acknowledge that the Disclosing Party will act as Data Controller in respect of the Personal Data relating to the Services.

37.3 In processing Personal Data in accordance with the Agreement, the Receiving Party:

- 37.3.1 will only Process the Personal Data for the exercising of its rights under the Agreement or as otherwise notified in writing by the Disclosing Party from time to time and for no other purpose whatsoever;
- 37.3.2 will not retain or Process the Personal Data for longer than is necessary to carry out the exercising its rights under the Agreement or as otherwise notified in writing by the Disclosing Party from time to time;
- 37.3.3 has not and will not do anything that causes or is likely to cause the Disclosing Party to be in breach of the Data Protection Law (in relation to the purpose for which the Receiving Party Processes the Personal Data);
- 37.3.4 will not disclose or transfer the Personal Data to a third party located outside of the United Kingdom unless it complies with the provisions of all applicable Data Protection Legislation;
- 37.3.5 will have in place appropriate technical and organisational security measures in order to prevent unauthorised or unlawful Processing of the Personal Data or the accidental loss or destruction of, or damage to, the Personal Data, and to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected;
- 37.3.6 will notify the Disclosing Party of any suspected, potential or actual breaches of Data Protection Law (including loss of the Personal Data and any breaches of security which may compromise the security of the Personal Data) as soon as possible and, in any event, within one Business Day of identification to enable the parties to consider what action is required in order to resolve the issue in accordance with the Data Protection Laws; and

37.4 When a data subject access request or other request exercising the Data Subject's rights under Data Protection

[REDACTED]

Laws (right to erasure, rectification, restriction or objection) is received for Personal Data processed under the terms of this Agreement or where the Disclosing Party is required to respond to any investigation conducted by the Information Commissioner as a result, then the Receiving Party will notify the Disclosing Party within two Business Days and co-operate to enable compliance with any obligations which may arise from such investigation or request. Each party shall ensure that it will Process the Personal Data fairly and lawfully and in accordance with all applicable Data Protection Laws.

37.5 In providing Personal Data to the Receiving Party, the Disclosing Party warrants and undertakes that:

- 37.5.1 all such Personal Data has been collected and is Processed in compliance with the Data Protection Law;
- 37.5.2 it may lawfully disclose the Personal Data to the Receiving Party and, accordingly, it has obtained appropriate authority from all Data Subjects to whom it relates, or has notified those Data Subjects of the relevant legal basis upon which it relies, to pass their Personal Data to the Receiving Party for the purposes for which the Receiving party intends to use it for the purpose of in this Agreement or as otherwise notified in writing to the Disclosing Party from time to time;
- 37.5.3 it has not done anything and will not do anything that cause or is likely to cause the Receiving Party to be in breach of the Data Protection Law (in relation to the purpose for which the Receiving Party Processes the Personal Data);
- 37.5.4 it has not received any notice, letter or complaint alleging a breach by it of the provisions of the Data Protection Law regarding any Personal Data and there are no circumstances that may give rise to such a notice, letter or complaint and where there are any notices, letters or complaints of any nature under Data Protection Law served upon the Disclosing Party in respect of any such Personal Data, the Disclosing Party shall notify the Receiving Party immediately (and in any event within two Business Days);
- 37.5.5 it will notify the Receiving Party if applicable of any suspected, potential or actual breaches of Data Protection Law (including loss of the Personal Data and any breaches of security which may compromise the security of the Personal Data) as soon as possible and, in any event, within 2 days of identification to enable the parties to consider what action is required in order to resolve the issue in accordance with the Data Protection Laws;
- 37.5.6 it shall not by any act or omission infringe the rights of any Data Subject;
- 37.5.7 all Personal Data is accurate, up-to-date and, on the date of any transfer to the Receiving Party, there are no outstanding Data Subject Requests or any complaint or objection to Processing, where the Receiving Party is acting as a controller; and
- 37.5.8 there are no outstanding claims for compensation for breach of the Data Protection Law with respect to any Personal Data and where any new claims for compensation with respect to any Personal Data are made, the Disclosing Party shall notify the Provider promptly.

37.6 The parties acknowledge and agree that they shall each have responsibility, as Data Controller, for any Data Subject Requests they receive but, in addition, each party shall:

- 37.6.1 provide reasonable assistance and co-operation (including the provision of consent withdrawals) to the other party as it may deem necessary to enable it to comply with any such Data Subject Requests; and
- 37.6.2 respond to any other queries or complaints from Data Subjects relating to the Personal Data received from time to time.

Data Protection Requirements: Processing of Data

37.7 To the extent that a party ("**Processor**") Processes Personal Data on behalf of the other party ("**Controller**") in connection with the Services, the Controller is the data controller and the Processor is data processor in relation to such Personal Data. The details of the Personal Data and its processing are set out in Schedule 1 of this Agreement.

37.8 The Processor agrees that it shall:

- 37.8.1 act only on the written instructions of the Controller when processing Personal Data; only process such Personal Data to the extent necessary to perform its obligations under this Agreement, and not use

such Personal Data for any other purpose;

- 37.8.2 will notify the Disclosing Party of any suspected, potential or actual breaches of Data Protection Law (including loss of the Personal Data and any breaches of security which may compromise the security of the Personal Data) as soon as possible and, in any event, within one Business Day of identification to enable the parties to consider what action is required in order to resolve the issue in accordance with the Data Protection Laws; and
 - 37.8.3 notify the Controller without undue delay if it becomes aware of a breach of security of Personal Data, and as soon as reasonably practicable thereafter, notify the Controller of full and complete details relating to such breach;
 - 37.8.4 when a data subject access request or other request exercising the Data Subject's rights under Data Protection Laws (right to erasure, rectification, restriction or objection) is received for Personal Data processed under the terms of this Agreement or where Disclosing Party is required to respond to any investigation conducted by the Information Commissioner as a result, then Receiving Party will notify the Disclosing Party within 2 working days and co-operate to enable compliance with any obligations which may arise from such investigation or request. delete or return to the Controller all Personal Data upon its request or on termination or expiry of this Agreement within 30 Business Days, unless otherwise required by applicable laws or where such information is contained in the party's back-up system and cannot readily be deleted;
 - 37.8.5 ensure that persons authorised to access the Personal Data are subject to confidentiality obligations whether contractual or statutory; and
 - 37.8.6 not sub-contract any aspect of the processing of Personal Data other than with the prior written authorisation of the Controller, (such authorisation not to be unreasonably withheld or delayed) provided that any such sub-processor agrees in writing to comply with obligations at least equivalent to those obligations imposed on the Processor in this Agreement that relate to the requirements laid down in Article 28(3) of the GDPR.
- 37.9 The Processor shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data Processed by it, including (inter alia) where appropriate:
- 37.9.1 the pseudonymisation and encryption of Personal Data;
 - 37.9.2 guaranteeing the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 37.9.3 restoring the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
 - 37.9.4 regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
- The Processor shall provide to the Controller at any time on request a detailed written description of such technical and organisational measures in place.
- 37.10 The Processor shall permit the Controller (and any of SUPPLIER's authorised representatives) and the Information Commissioner (or its authorised representatives), to access to any of its premises, personnel, IT systems and relevant records (and those of any authorised sub-processor) as may be reasonably required by the Controller upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Processor's compliance with this clause 37 and Data Protection Laws.
- 37.11 CLIENT warrants to SUPPLIER that it has made all necessary registrations of its particulars in accordance with the Data Protection Laws and will supply on request to SUPPLIER a copy of such registrations, together with any amended particulars that may be filed from time to time.
- 37.12 Either party may contact the other with information about their services, subject to a lawful basis under Data Protection Law. Either party may opt in to receive such communications and may withdraw consent or object at any time in accordance with Article 21 of UK GDPR by notifying the other party in writing. By signing this Agreement, CLIENT authorises SUPPLIER to:
- 37.12.1 give credit information to credit reporting agencies;

- 37.12.2 obtain a credit report containing personal information about CLIENT from credit reporting agencies;
- 37.12.3 obtain a report containing information about CLIENT 's commercial activities or commercial creditworthiness from a business which provides such information;
- 37.12.4 use the information above to:
- 37.12.4.1 assess an application for credit in relation to CLIENT ;
 - 37.12.4.2 assist SUPPLIER in avoiding default on CLIENT 's obligations;
 - 37.12.4.3 notify other credit providers of a default by CLIENT ; and
 - 37.12.4.4 assess CLIENT 's creditworthiness;
- 37.12.5 give personal information to SUPPLIER's external service providers (which may be located overseas) that provide services for the purposes of SUPPLIER's use, on a confidential basis, for example, SUPPLIER's advisors and debt collection agents; such transfers will only occur where lawful mechanisms are in place and, where required, with written consent from the Controller or data subject.
- 37.12.6 give personal information to other third parties (such as a motor vehicle dealer or an insurer) as reasonably required to provide the Selected Fleet Management Services to CLIENT under this Agreement;
- 37.12.7 give personal information to a third party in connection with the sale or proposed sale of the whole or any part of SUPPLIER's business;
- 37.12.8 give personal information to government authorities in connection with SUPPLIER's interest in relation to any Nominated Vehicle (for example, to register the interest) or in relation to a traffic or road related infringement;
- 37.12.9 give personal information about CLIENT to SUPPLIER's related entities, whether in the United Kingdom or overseas; such transfers will only occur where lawful mechanisms are in place and, where required, with written consent from the Controller or data subject and
- 37.12.10 obtain information about CLIENT from SUPPLIER's related entities.
- 37.13 CLIENT must notify SUPPLIER of any changes to any personal information held by SUPPLIER about CLIENT or its Drivers. CLIENT may request access at any time to personal information held by SUPPLIER about CLIENT or a Driver and ask SUPPLIER to correct it if CLIENT believes it is incorrect or out of date.
- 37.14 CLIENT must ensure that it obtains consent from Drivers for SUPPLIER to use or disclose Driver personal information for any purpose relevant to this Agreement (including informed Driver consent to obtain and report traffic or road related infringements to any government or local authorities).
- 37.15 CLIENT must provide the following information about SUPPLIER to all Drivers:
- 37.15.1 SUPPLIER's name and contact details;
 - 37.15.2 the fact that the personal information of Drivers may be collected by SUPPLIER for any purpose relevant to this Agreement (including to report traffic or road related infringements to any government or local authorities); and
 - 37.15.3 the fact that Drivers may obtain access to their personal information held by SUPPLIER.
- 37.16 CLIENT will indemnify SUPPLIER for any claims made against SUPPLIER or losses, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) arising out of or in connection with SUPPLIER holding Personal Data and for any breach of the provisions of this clause 37.

Name

Signature

Signed for and on behalf of
**CLIENT Housing
Limited**
DIRECTOR

[Redacted]
.....

Signed by:
4 [Redacted]
.....

Signed for and on behalf of
Adept Vehicle Solutions Limited
DIRECTOR

...N [Redacted]
.....

[Redacted]
.....

SCHEDULE 1 - Daily Rental Service Specifications

1 RENTAL PERIOD AND LATE RETURNS

- 1.1 Nominated Vehicles are rented at a daily rate according to the agreed charge, one day being defined as any period of 24 hours from the time of commencement of the rental agreement (a **"Rental Day"**).
- 1.2 A grace period of 29 minutes is allowed after the end of a Rental Day. After this time a day's charge will be made for each Rental Day or part thereof for which the Nominated Vehicle is retained beyond the original return date.
- 1.3 Rental Period is defined as the time from commencement of the rental to the time of termination of the rental.

2 CANCELLATIONS

- 2.1 If CLIENT or a Driver wishes to cancel a booking request prior to delivery of the Nominated Vehicle, CLIENT must inform SUPPLIER as soon as possible in writing. No fee will be payable for cancellations made at least two Business Days prior to the start of the applicable Rental Period. Cancellations made with fewer than two Business Days' notice are accepted subject to CLIENT paying the applicable cancellation charge.

3 COLLECTIONS

- 3.1 Other than in respect of Nominated Vehicle collections from airports, a date, time and location for the Driver to collect the Nominated Vehicle shall be agreed. Subject to the other relevant provisions of this Agreement, SUPPLIER shall arrange for the Nominated Vehicle to be made available at the agreed date, time and location and the Driver shall ensure that he/she is available at that agreed date, time and location to collect the Nominated Vehicle.
- 3.2 In the case of Nominated Vehicle collections from airports, the relevant collection location shall be the reservation desk of the applicable Merchant and the Driver shall present himself/herself at such desk.
- 3.3 Prior to making a Nominated Vehicle available for collection, the Merchant will ensure that the Nominated Vehicle in question is inspected to identify any obvious or serious damage or issues with that Nominated Vehicle. The Merchant will not make available for collection any vehicles which have failed such an inspection.
- 3.4 Upon collection of a Nominated Vehicle, the Driver and the Merchant's representative shall inspect the Nominated Vehicle for damage and the results of that inspection shall be noted on the delivery paperwork which must be signed by the Driver prior to the Nominated Vehicle keys being released to the Driver. Such signed form shall be deemed to be conclusive proof of any damage to the Nominated Vehicle present upon collection and CLIENT acknowledges and agree that CLIENT will be liable for any damage to the Nominated Vehicle occasioned during the Rental Period unless that damage is noted on the signed collection form. CLIENT confirms that it shall not use the refusal or failure by any Driver to sign a collection form to dispute any damage to a Nominated Vehicle which is identified when that Nominated Vehicle is returned.
- 3.5 Where a Driver is not available to inspect a Nominated Vehicle at collection then, where the place of collection is a place of business, the Merchant may agree to leave the keys for that Nominated Vehicle at reception. In any event, in such circumstances, the Driver shall either arrange for the Nominated Vehicle to be inspected for damage on his/her behalf or, where no person is available to conduct such inspection on the behalf of the Driver, the Driver shall fully inspect the Nominated Vehicle himself/herself prior to driving and, should any damage to the Nominated Vehicle be identified as a result of that inspection then the Driver must not drive the Nominated Vehicle until SUPPLIER has been contacted to give guidance. Should the Driver elect to drive the Nominated Vehicle following such inspection without contacting SUPPLIER the Nominated Vehicle shall be deemed to have been provided in an undamaged condition.

4 EXCESS MILEAGE AND ROUTINE SERVICE

- 4.1 CLIENT or the Driver shall inform SUPPLIER as soon as CLIENT becomes aware that the mileage limit specified at the time of rental for the Nominated Vehicle is likely to be exceeded or should the mileage level at which a routine service is due (as advised by the Merchant or SUPPLIER) will be reached. Following receipt of such notification, SUPPLIER or the Merchant shall arrange with that Driver a convenient date, time and place to collect that Nominated Vehicle and provide a replacement and the relevant provisions of this Agreement relating to the collection and return of Nominated Vehicles shall apply to that replacement.

5 EXTENSION TO RENTAL PERIOD

- 5.1 If CLIENT or a Driver wish to extend the Rental Period for any Nominated Vehicle beyond that which CLIENT originally advised, then CLIENT shall inform SUPPLIER as soon as possible. If CLIENT or a Driver provide notice fewer than two Business Days before the end of the Rental Period originally advised and a driver has

already been dispatched to collect the Nominated Vehicle in question then the requested extension is accepted subject to

CLIENT paying the failed collection charge as detailed.

6 RETURNING THE VEHICLE

- 6.1 The Driver shall return the Nominated Vehicle to the agreed collection point at the end of the Rental Period. The Driver shall ensure that the Nominated Vehicle is legally parked at the agreed collection point and locked and alarmed (if applicable). If parking charges are payable at the agreed collection point then the Driver shall advise SUPPLIER of that fact and shall ensure that such charges are paid in full.
- 6.2 In the case of Nominated Vehicle returns to airports, the applicable collection point shall be the airport vehicle return facility provided by the Merchant.
- 6.3 In the event that a Driver fails to return the Nominated Vehicle to the agreed collection point at the end of the Rental Period then CLIENT shall continue to pay the applicable daily hire charge for the Nominated Vehicle for each day (or part thereof) that the Driver has failed to return the Nominated Vehicle together with the applicable failed collection charge. Should any Nominated Vehicle not be returned within five Business Days of the end of the applicable Rental Period then SUPPLIER reserves the right to take such action as it deems necessary to recover that Nominated Vehicle, which may include, but is not limited to, reporting that Nominated Vehicle as stolen.

7 FUEL

- 7.1 CLIENT is solely responsible for the cost of fuel used by each Nominated Vehicle (including for the delivery and collection of each Nominated Vehicle) and each Driver shall return the Nominated Vehicle with a full tank of fuel. In the event that any Nominated Vehicle is returned by a Driver other than with a full tank of fuel then CLIENT shall pay for the applicable shortfall at the rate advised from time to time.

8 BREAKDOWN

- 8.1 As part of the daily rental management service within mainland United Kingdom, SUPPLIER shall ensure that each Nominated Vehicle is covered by an appropriate "24/7" breakdown service. In the event of a Nominated Vehicle breaking down, the Driver shall contact that breakdown service, the details of which will be provided on the reverse of the tax disc displayed in the Nominated Vehicle. The Driver shall not continue to use a Nominated Vehicle once he/she has become aware that to do so would be unsafe either to themselves, to other road users and/or to pedestrians or would cause further damage to the Nominated Vehicle.
- 8.2 If SUPPLIER or the Merchant consent to the removal of any Nominated Vehicle from mainland United Kingdom, then CLIENT shall pay the additional charge for the provision of a breakdown service outside of this area.

9 ACCIDENTS

- 9.1 In the event of a Nominated Vehicle being involved in an accident, the Driver shall seek to obtain the details and insurance details of the drivers of all other vehicles involved in the accident and of any other injured parties and witnesses. SUPPLIER or the merchant shall provide CLIENT with contact details for reporting of accidents, and CLIENT shall ensure that those details are provided to all Drivers. The Driver shall immediately inform SUPPLIER of any accident and shall not continue to use a Nominated Vehicle after the accident if he/she is aware that to do so would be unsafe either to themselves, to other road users and/or to pedestrians or would cause further damage to the Nominated Vehicle.
- 9.2 In the event of any accident, the Driver shall provide such information and complete such forms and other documents as may be requested by SUPPLIER as soon as reasonably possible.
- 9.3 To the extent that CLIENT or any Driver wish to pursue any claim against any third party involved in any accident with the Nominated Vehicle then such claim shall be solely a matter between CLIENT or the Driver (as applicable) and the third party in question and SUPPLIER shall not be obliged to become involved in the bringing of that claim.

10 REPAIRS AND CLAIMS HANDLING

- 10.1 Regardless of the cause, the Driver shall report any loss or damage to the Nominated Vehicle to Us as soon as possible and shall not continue to use a Nominated Vehicle after becoming aware of any loss or damage if he/she is aware that to do so would be unsafe either to themselves, to other road users and/or to pedestrians or would cause further damage to the Nominated Vehicle.
- 10.2 SUPPLIER shall be solely responsible for arranging any repair work to be carried out to any Nominated Vehicle although, for the avoidance of doubt, CLIENT shall be obliged to indemnify SUPPLIER for the cost of

that repair work.

11 USE OF THE VEHICLE

- 11.1 Unless authorised by SUPPLIER in advance in writing (such authorisation not to be unreasonably withheld or delayed), the Driver shall not remove any Nominated Vehicle from mainland United Kingdom. SUPPLIER's consent to the removal of any Nominated Vehicle from mainland United Kingdom shall be subject to CLIENT paying additional fees in advance.
- 11.2 If a Driver requests SUPPLIER's consent to remove a Nominated Vehicle from mainland United Kingdom, then the Driver will execute a completed VE103 form.
- 11.3 CLIENT shall:
- (a) not use the Nominated Vehicle as a taxi or hire car, nor for racing or rallying purposes;
 - (b) not use the Nominated Vehicle for driver training, nor let the Nominated Vehicle be driven by any person who does not hold a current full UK driving licence (not provisional);
 - (c) ensure that no accessories are fitted to the Nominated Vehicle;
 - (d) not alter the specifications of a Nominated Vehicle or alter the appearance of the Nominated Vehicle in any way. This includes the replacement of any accessories or non-standard parts and the application of logos;
 - (e) ensure that manufacturers' recommendations are adhered to in respect of oil, coolant, antifreeze levels and tyre pressure;
 - (f) upon SUPPLIER's request, allow SUPPLIER or the Merchant to inspect the Nominated Vehicle;
 - (g) ensure that all Drivers conform with all legal and insurance requirements;
 - (h) ensure that the Nominated Vehicle is kept locked when not in use and any alarm is switched on. Any reasonable security measures that are available should be taken including but not limited to removal of radio, closing and securing of all windows and doors, removing items from view.

SCHEDULE 2 – Data Protection

Subject-matter of the Processing

The processing may cover any of the following services under the Agreement:

- Traffic Infringements Management Service
- Accident Management Service
- Daily Rental Management Service
- Driver Licence Checking Service
- Driver Risk Management Service
- Fuel Card Management Service
- Management of Grey Fleet Drivers Service

Duration of the Processing

Not to exceed the term of this Agreement.

Nature and purpose of the Processing

The Processor may receive, access or download Personal Data from the Controller in writing, via email, through a secure file share application, or may access or download from its own server. The Processor shall then record, organise, maintain, store, process and disclose the Controller's personal data and that of its drivers as required for implementation of the Services.

Type of Personal Data

The personal data transferred may include but is not limited to identification data including.

- name, address, phone number, email address and other contact details, date of birth, gender and marital status
- employment related information such as profession, occupation or job title, employer
- financial information and supporting documentation
- identification information (including information regarding Drivers' driving licences);
- vehicle-related information such as the Drivers' licences, driving speeds, patterns and locations, fuel fills and purposes of travel,

and such other data that may be transferred from the Controller to the Processor for processing services.

Special categories of data (if relevant) ¹.

- any health condition or disability; and
- any driving offences, fines or fixed penalty notices.

Categories of data subjects

The Processor may Process personal data about the following categories of data subjects:

Drivers, employees of company, temporary hire, personal or personal lease vehicles.²

¹ Please confirm if any sensitive personal data will be accessed or Adept Vehicle Solutions Ltd by the supplier. If so, please change this statement accordingly.

² May include categories such as cAdept Vehicle Solutions Ltd customers, prospective Adept Vehicle Solutions Ltd customer, employees of clients, etc, depending on the nature of the services.

SCHEDULE 3 – KPIs



SCHEDULE 4 – PRICING