



**WEST YORKSHIRE
POLICE**



West
Yorkshire
Combined
Authority

Tracy
Brabin
Mayor of
West Yorkshire

FORM OF CONTRACT

VEHICLE RECOVERY SERVICES FOR WEST YORKSHIRE POLICE

LOT 5: KIRKLEES

- **Unit 1 Recovery Limited**

Ref. 069-POL-24

01/12/2025 to 30/11/2029
(with the option to extend for 24 months)

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Section One: Form of Contract

THIS CONTRACT is made on 01 December 2025 between;

West Yorkshire Combined Authority, Wellington House, 40-50 Wellington St, Leeds LS1 2DE (“the Authority”) as the contracting authority for West Yorkshire Police

and

Unit 1 Recovery Ltd, Colne Bridge Works, Bridge Road, Huddersfield, HD5 0RH (the “Supplier”)

BACKGROUND

The Authority completed an Open Tender in compliance with the Procurement Act 2023 (UK4: Tender Notice: 2025/S 000-034753, published 24 June 2025) for the provision of Vehicle Recovery Services for West Yorkshire Police. The Supplier achieved the highest tender score for the geographical area **Kirklees (Lot 5)**.

The Authority has accepted a Tender by the Supplier for the Contract.

IT IS AGREED:

1. In this Contract words and expressions shall have the meanings assigned to them in the General Terms and Conditions referred to in Section Two.
2. The Contract shall take effect on 01 December 2025 and shall expire upon 30 November 2029, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause 3 below.
3. The Authority may extend the duration of the Contract beyond 30 November 2029 pursuant to clause 4 below. The provisions of the Contract will apply throughout any such extended period.
4. For the purposes of clause 3, the Authority may extend the duration of the Contract beyond 30 November 2029 for a further period of up to 24 months on giving reasonable written notice to the Supplier prior to 30 November 2029.
5. The following documents (“the Contract Documents”) shall be deemed to form and be construed as part of the Contract:
 - a. Tender Response including Tender Clarifications
 - b. The Invitation to Tender documents
 - c. The Sections annexed to this Contract
 - d. Any Purchase Order generated in accordance with the Contract
 - e. Any signed Change Control Notice

6. In the event of any conflict between the provisions they shall be read in the following order:
 - a. The Specification / Statement of Requirements (including all appendices) in Section Four
 - b. Any signed Change Control Notice
 - c. Contract Management KPIs set out in Section Seven
 - d. Special Conditions set out in Section Three
 - e. The General Terms and Conditions set out in Section Two
 - f. The relevant Purchase Order
 - g. The Tender Response and Tender Clarifications set out in Section Nine
7. The parties to this Contract acknowledge that the Authority is the contracting entity for the Chief Constable of West Yorkshire which is the legal entity for the operational delivery of the police force and the Data Controller (as defined in the General Terms and Conditions).
8. In consideration of the payments to be made by the Authority to the Supplier and by the Supplier to the Authority as provided in the Contract Documents the Supplier agrees with the Authority to provide to the entire satisfaction of the Authority the Services in accordance with this Contract.
9. The Authority agrees with the Supplier to pay the Supplier in consideration of the provision of the Services such sums as are provided at the times and in the manner provided for by the Contract Documents.
10. A contract let prior to vetting being completed, will be **subject to satisfactory vetting** and any work which takes place will be at the supplier's risk, with no compensation being provided if vetting is unsatisfactory.


Signed
(Authorised)
ASYKES
.....
(Print Name)
on behalf of the Supplier

Director
.....
(Position)
13/11/2025
.....
(Date of Signature)


Signed
(Authorised)
L VENN
.....
(Print Name)
on behalf of the Authority

Legal Corporate Service Lead
.....
(Position)
21/11/2025
.....
(Date of Signature)

Section Two: General Term and Conditions

GENERAL TERMS AND CONDITIONS: Services (with Pensions) October 24 v2-00

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1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

“Acceptance” means that an Authorised Person has accepted that the Services as meeting the requirements of the Contract.

“Acceptance Date” means the date on which the Authorised Person has accepted the Services in accordance with clause 5.2.

“Administering Authority” means the body notified to the Supplier by the Authority to act in its capacity as the administering authority of the Authority’s pension fund for the purpose of the LGPS Regulations.

“Admission Agreement” means an admission agreement entered into in accordance with Part 3 of Schedule 2 of the LGPS Regulations by the Administering Authority and the Supplier.

“Admission Body” means an admission body for the purposes of Part 3 of Schedule 2 of the LGPS Regulations.

“Affected Person” means the Party seeking to claim relief in respect of a Force Majeure Event.

“Auditor” means:

- a) the Authority’s internal and external auditors;
- b) the Authority’s statutory or regulatory auditors;
- c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office
- d) HM Treasury or the Cabinet Office
- e) any party formally appointed by the Authority to carry out audit or similar review functions; and
- f) successors or assigns of any of the above;

“Authorised” means signed by an Authorised Person.

“Authorised Person” means the Authority’s employee or the Chief Constable’s employee or a police officer if applicable authorised either generally or specifically by the Authority to enter into the Contract and act on behalf of the Authority in relation to the Contract.

“Authority” means the contracting Authority referred to in the Contract or any successor organisation responsible for the tendering, award and overall management (including the issue of any variations and modifications to Contract) of the Contract on behalf of that contracting Authority and where that Authority is a Mayoral Authority or PCC then it is entering into this Contract on behalf of itself and the Chief Constable and all the Conditions will apply to both legal entities.

“Benchmarker” means the person appointed by the Authority to conduct the Benchmark Review.

“Benchmark Report” means the report prepared by the Benchmarker following the Benchmark Review.

“Benchmark Review” means the process of comparing the Services against other provision as set out in the Specification or as subsequently agreed between the Parties.

“Business Continuity Event” means any incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services or any material interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“CDM Regulations” means the Construction (Design and Management) Regulations 2015.

“CEDR” means the Centre for Effective Dispute Resolution

“Cessation Date” means any date on which the Supplier ceases to be an Admission Body as referred to in clause 33.1 other than as a result of the termination of this Contract or because it ceases to employ any Eligible Employees.

“Chief Constable” means the Chief Constable of the same relevant policing area as the Authority.

“Commencement Date” means the start date from which the Contract takes effect in accordance with the Contract.

“Conditions” means the terms and conditions (including any attached schedules) set out in the Contract and this document from time to time.

“Confidential Information” means any and all:

- (a) information whether technical, operational commercial, financial or otherwise (including without limitation data, know how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, records, business plans, consumer research, analysis or experience) of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means (including on electromagnetic or CD media or via telephone lines or radio or microwave) and whether stored electronically or otherwise which relates to a person’s business, operations, products, developments, services, trade secrets, know-how, personnel, supplies, customers, victims, employees, police officers or the Services;
- (b) notes, reports, analysis and reviews of, and any other information derived from, any information referred to in clause (a) above or which contains or is based in whole or in part upon such information;
- (c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such; and
- (d) all materials belonging to another person in respect of which the Parties owe obligations of confidentiality.

“Contract” means this contract between the Authority and the Supplier for the supply of Services in accordance with these Conditions as set out in clause 2.

“Contract Change Notice” means a notice in the form as the template change control notice attached to this Contract.

“Contract Finder” means the Government’s publishing portal for public sector procurement opportunities.

“Contract Manager” shall have the meaning as set out in clause 3.

“Contract Period” means the term of the Contract from the Commencement Date until the Expiry Date.

“Data Controller” has the meaning set out in the Data Protection Legislation.

“Data Controller’s Data” means any Personal Data, any special categories of personal data as referred to in Article 9(1) of the GDPR and any Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR belonging to either the Authority or the Chief Constable if applicable.

“Data Processor” has the meaning set out in the Data Protection Legislation.

“Data Processing Details” means the description of the data Processing being carried out under the Contract, the details of which are set out in the data processing agreement with the relevant Data Controller.

“Data Protection Legislation” means the DPA 2018, the GDPR, the applied GDPR (as applied by the DPA 2018), regulations made under the DPA 2018, regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or Law Enforcement Directive (Directive (EU) 2016/680) and any replacement or supplementary legislation coming into effect from time to time.

“Data Subject” has the meaning set out in the Data Protection Legislation.

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Deliverables” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data specification and reports.

“DPA 2018” means the Data Protection Act 2018.

“Eligible Employees” means the Transferring Employees who are active members of or eligible to join the LGPS on the Commencement Date for so long as they are employed in connection with the Services.

“Expiry Date” means the end date of the Contract or, if this Contract is terminated before the date specified in the Contract, the earlier date of termination of the Contract.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the

Supplier or the Supplier's employees or any other failure in the Supplier's or a Sub-contractor's supply chain.

"Force Majeure Notice" means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679).

"Good Industry Practice" means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Supplier engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract.

"Intellectual Property Rights" means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

"Key Personnel" means those individuals nominated by the Authority as being of importance to the completion or delivery of the Services.

"Laws" means any law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body or any approval of any local authority or statutory undertaker having jurisdiction in relation to the Services or with whose systems the Services are, or are to be, connected, including, for the avoidance of doubt, the CDM Regulations, in each case from time to time.

"LGPS" means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers conferred by sections 7 and 12 of, and Schedule 3 to the Superannuation Act 1972 (as amended from time to time).

"LGPS Regulations" means the Local Government Pension Scheme Regulations 2013 (as amended from time to time).

"Material Breach" means a breach or an anticipatory breach that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

- (a) a substantial portion of this Contract; or
- (b) any of the obligations or warranties set out in this Contract,

for the remainder of the Contract.

"Mayoral Authority" means the relevant Authority which has transferred policing and crime functions a PCC by way a relevant order made under the Local Democracy, Economic Development and Construction Act 2009.

"Party/Parties" means the party or parties to this Contract.

"PCC" means the Police and Crime Commissioner(s) referred to in the Contract.

“Persistent Breach” means repeated breaches of any of the terms of this Contract in such a manner as to reasonably justify the Authority’s opinion that the Supplier’s conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

“Personal Data” has the meaning set out in the Data Protection Legislation.

“Process” has the meaning set out in the Data Protection Legislation.

“Premises” means the location(s) owned by the Authority where the Services are to be performed.

“Purchase Order” means an official purchase order raised by the Authority.

“Purchase Order Amendment” means an issued and Authorised Purchase Order Amendment from the Authority or series of Purchase Order Amendments.

“Rectification Plan” means a plan agreed in accordance with clause 10 for the resolution of a Service Failure.

“Request” has the meaning set out in the Freedom Of Information Act 2000 (FOIA), and the Environmental Information Regulations 2004 (EIR).

“Services” means the services, including without limitation any Deliverables, installation, and consequential connection, testing, commissioning or training to be provided by the Supplier under the Contract as set out in the Specification.

“Service Credits” means the sum attributable to a Service Failure as set out in the Specification.

“Service Failure” means a failure by the Supplier to deliver any part of the Services in accordance with the Service Levels.

“Service Levels” means those levels of performance set out in the Specification or any service level agreement attached to the Contract.

“Service Variation” means a variation to all or part the Services in accordance with clause 8.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

“Specification” means the description or specification for the Services that is set out by the Authority to the Supplier as attached to the Contract.

“Special Conditions” means the special conditions attached to this Contract if any.

“Supplier” means the supplier referred to in the Contract.

“Sub-Contract” means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide:

- a) the Services or any part thereof; or
- b) facilities and/or, services necessary for the provision of the Services or any part thereof; or
- c) is responsible for the management, direction or control of the provision of the Services or any part thereof

“Sub-Contractor” means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the supplier related to this Contract.

“Transferring Employee” means an employee whose employment compulsorily transfers to the Supplier by the operation of TUPE or for any other reason, as a result of the award of this Contract.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

1.2 Construction.

- (a) In this Contract unless the context otherwise requires, capitalised expressions shall have the meanings set out in clause 1.1 or the relevant Special Conditions in which that capitalised expression appears.
- (b) If a capitalised expression does not have an interpretation in clause 1.1 or relevant Special Conditions, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In these Conditions:

- (a) the masculine gender includes the feminine and neuter and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) references to persons include bodies corporate, unincorporated associations and partnerships;
- (d) the schedules if any form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the schedules;
- (e) references to clauses and schedules are to clauses and schedules of this Contract;
- (f) the headings of clauses are for convenience only and shall be disregarded in construing this Contract;
- (g) any reference to a statute or statutory provision includes a reference to any modification, consolidation or re-enactment of the provision for in force from time to time and all and any subordinate legislation in force from time to time made under it;
- (h) any obligation in this Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
- (i) general words shall not be given a restrictive interpretation by reasons of their being preceded or followed by words indicating a particular class of acts, matters or thing;

(j) a reference to writing or writing does not include email or fax.

2. BASIS OF CONTRACT

2.1 The Authority appoints the Supplier on a non-exclusive and independent contractor basis to provide the Services in accordance with the terms and conditions of this Contract.

2.2 The Contract shall commence on the Commencement Date and the term of the Contract shall be the Contract Period.

2.1 All Purchase Orders issued by the Authority to the Supplier in relation to the Contract shall be fulfilled in accordance with the terms set out in the Contract.

2.3 The Supplier acknowledges that where it has submitted a tender submission prior to the award of this Contract, the Authority has relied on all information provided in writing in such submission and warrants that it is accurate and valid and will notify the Authority of any matters which may arise during the term of the Contract that would cause the Supplier's responses to change. Any failure to notify the Authority in regard to the obligation in this clause shall constitute a Material Breach and the Authority reserves the right to terminate this Contract if the change in circumstances notified to the Authority under the terms of this Contract are of such a significant gravity that in the Authority's reasonable opinion the Contract would not have been awarded and/or the current status of the Supplier is such that the Authority is unable to continue the contractual relationship.

2.4 If there is any ambiguity or inconsistency in or between these terms and conditions of the Contract and the Special Conditions, the Special Conditions will prevail.

3. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

3.1 The Supplier shall nominate a Contract Manager who shall have sufficient authority to ensure that required Service Levels are met, to ensure sufficient resources are allocated to the Contract and any Purchase Order, and to maintain performance to the Specification, to pro-actively co-ordinate and communicate relevant purchase orders and to provide comprehensive support and links between the Authority and the Supplier, including sales support, information and advice on the Services. The Contract Manager shall be the prime contact between the Supplier and the Authority and any notice, communication, information or instruction given or made to or by the Contract Manager shall be deemed given to or received by the Supplier. It shall be the responsibility of the Contract Manager to ensure all staff involved in the Contract or any Purchase Order are fully aware of their obligations.

3.2 Where applicable, the Supplier shall, at no charge to the Authority, submit complete and accurate management information in connection with the Contract at such reasonable times as the Authority may request in such form as may be agreed between the Parties at the Commencement Date and as varied from time to time throughout the duration of the Contract and the Supplier shall:

(a) operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver the agreed management information to the Authority; and

(b) permit the Authority to share such management information with any other crown bodies or third parties in connection with their normal operational business.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Supplier acknowledges that Authority has entered into this Contract in reliance upon the Supplier's expertise in selecting and supplying the Specification fit to meet Authority's business requirements.
- 4.2 Each Party represents and warranties that:
- (a) it has full capacity and authority to enter into and to perform this Contract;
 - (b) this Contract is executed by its duly authorised representative;
 - (c) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract; and
 - (d) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).
- 4.3 The Supplier represents and warrants that:
- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - (b) it has all necessary consents and regulatory approvals to enter into this Contract;
 - (c) the Services will conform in all material aspects to the Specification and be free from defects;
 - (d) its execution, delivery and performance of its obligations under this Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a default under any agreement by which it is bound;
 - (e) as at the Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its tender submitted to the Authority and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract;
 - (f) it has and shall continue to have all necessary rights in any Intellectual Property Rights which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Services by the Authority;
 - (g) it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority;

- (h) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- (i) it is not affected by any proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- (j) for the Contract Period and for a period of twelve (12) months after the termination or expiry of this Contract, the Supplier shall not employ or offer employment to any staff of the Authority which have been associated with the provision of the Services without written approval or the prior written consent of the Authority, which shall not be unreasonably withheld. However this clause 4.3(j) shall not preclude the Supplier's rights to (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency), (ii) hire any employee of the Authority who approaches the Supplier on an unsolicited basis; or (iii) solicit for employment or hire any such employee who ceases to be employed by the Authority.

4.4 Each of the representations and warranties set out in clauses 4.1 and 4.3 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Contract.

4.5 If at any time a Party becomes aware that a representation or warranty given by it under clauses 4.1 and 4.3 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

4.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier which constitutes a Material Breach.

5. ACCEPTANCE

5.1 The Authority shall have the right to reject the Services in whole or in part whether or not paid for in full or in part within a reasonable time of performance (notwithstanding the commencement by the Authority enjoying the benefit of the Services) if they do not conform to the requirements of the Contract.

5.2 Subject to clause 5.1, acceptance shall be deemed to have occurred after the reasonable time of performance referred to above unless the Authorised Person notifies the Supplier in writing of the rejection of the Services.

6. HEALTH AND SAFETY

6.1 If the Services contain any element which is notifiable for the purposes of the CDM Regulations then the Supplier shall be the principal contractor under the CDM Regulations in respect of those Services and shall perform all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

- 6.2 The Supplier shall promptly notify the Authority of any health and safety hazards, which may arise in connection with the performance of the Contract. The Authority shall promptly notify the Supplier of any health and safety hazards that may exist or arise at the Premises and that may affect the Supplier in the performance of the Contract.
- 6.3 While on the Premises, the Supplier shall comply with any health and safety measures implemented by or on behalf of the Authority in respect of employees, Sub-contractors and agents of the Supplier and other persons working or present on those Premises.
- 6.4 The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of the Contract on the Premises where that incident causes any personal injury or damage to property or the creation of a risk that could give rise to personal injury.
- 6.5 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees, Sub-contractors and agents of the Supplier and other persons working on the Premises in the performance of the Contract.
- 6.6 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the Authority in accordance with the terms of this Contract.
- 7.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Authority.
- 7.3 In providing the Services, the Supplier shall:
- (a) co-operate with the Authority in all matters relating to the Services, and comply with all reasonable instructions of the Authority;
 - (b) perform the Services with the best care, skill and diligence in accordance with Good Industry Practice;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) replace promptly any of its employees who, the Authority shall have reasonably decided have failed to carry out their duties with reasonable skill and care with another person with the necessary training and skills to meet the requirements of the Contract;
 - (e) ensure the Services and the Deliverables will conform with all descriptions and specifications set out in the Specification and shall be fit for any purpose expressly or impliedly made known to the Supplier by the Authority;
 - (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- (g) use the best quality goods, materials, standards and techniques and ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to the Authority will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all necessary licences and consents and comply with all applicable Laws;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Authority to the Supplier (“the Authority’s Materials”) in safe custody at its own risk, maintain the Authority’s Materials in good condition until returned to the Authority and not dispose of or use the Authority’s Materials other than in accordance with the Authority’s written instructions or authorisation;
- (j) not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Authority may rely or act on the Services; and
- (k) provide the Services via the Key Personnel (if any) who shall not be released from providing the Services to the Authority, except for reason of sickness, maternity leave, paternity leave, termination of employment or because the Authority has requested they be removed, or the element of the Service in respect of which the individual was engaged has been completed to the Authority’s satisfaction or other extenuating circumstances explained to the Authority. Any replacements for the Key Personnel shall be subject to the agreement of the Authority and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Supplier.

7.4 The Supplier shall provide general advice free of charge, in so far as telephone or e-mail can provide this quickly and easily. If detailed consideration is required then an additional charge may be agreed with the Authority.

8. SERVICE VARIATION

8.1 Subject to the provisions of this clause 8, either Party may request a Service Variation.

8.2 Where the Authority requests a Service Variation it shall notify the Supplier in writing (by way of Contract Change Notice if appropriate) and give the Supplier sufficient information to assess the extent and effect of the Service Variation, as follows:

- (a) where the request relates to an increase in the price to be paid by the Authority the Supplier shall respond within 15 Business Days demonstrating the necessity for any change to the price for those services.
- (b) when the request relates to a decrease in the Services or the price to be paid by the Authority the Supplier will respond within 15 Business Days showing the effect of the reduction along with such supporting evidence that the Authority shall require.

- 8.3 Where the Supplier requests a Service Variation it shall provide the Authority with sufficient information to assess the extent and effect of the Service Variation including demonstrating the necessity for any change to the price to be paid by the Authority for those services.
- 8.4 Once the other Party has had the reasonable period as requested by the requesting Party to consider the Service Variation requested each shall notify the others of their decision to accept or reject the Service Variation request.
- 8.5 If the Parties agree any Service Variation they shall confirm the same in writing and amend the Contract accordingly by way of Contract Change Notice if appropriate.
- 8.6 In the event that the Parties are unable to agree any Service Variation or the Supplier has not responded to the Authority's request for a Service Variation within the reasonable period referred to in clause 8.4, the Authority may;
- (a) allow the Supplier to fulfil its obligations under the Contract without the variation; or
 - (b) terminate all or part of the Service with immediate effect if the Authority reasonably considers the Service Variation to be critical to delivery of the Contract.

9. SERVICE LEVELS AND CREDITS

- 9.1 The Supplier shall ensure that the Services meet or exceed the Service Levels at all times.
- 9.2 The Supplier shall provide the Authority with a monthly report detailing its performance in respect of each of the Service Levels if requested by the Authority.
- 9.3 If there is a Service Failure, the Supplier shall:
- (a) notify the Authority immediately of the Service Failure;
 - (b) provide the Authority with a Rectification Plan in accordance with clause 10;
 - (c) deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and
 - (d) carry out the actions identified in the Rectification Plan in accordance with its terms.
- 9.4 The Supplier shall automatically credit the Authority with the applicable Service Credits as set out in the Specification if any. Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within 20 Business Days of issue of the credit note. The Parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.
- 9.5 The Authority and the Supplier shall review the Service Levels every 3 months throughout the duration of the Contract and make any changes in accordance with any agreed variation to the Contract in accordance with clause 8 to reflect changes in the Service Levels.

10. RECTIFICATION PLAN

- 10.1 If the Supplier commits a Service Failure, the Authority may serve a rectification notice to the Supplier which shall specify the Service Failure in outline and the actions the Supplier needs to take with respect to remedying the Service Failure (“Rectification Notice”).
- 10.2 The Authority shall be under no obligation to initiate this rectification process if it has issued a notice of termination pursuant to clause 20.3 or 20.4.
- 10.3 Within the time frame specified in the Rectification Notice, the Supplier shall either:
 - (a) submit a draft Rectification Plan, even if it disputes that it is responsible for the matters which are the subject of the Rectification Notice; or
 - (b) inform the Authority that it does not intend to submit a Rectification Plan, in which event the Authority shall be entitled to terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the Authority.
- 10.4 The Authority shall either approve the draft Rectification Plan within 10 Business Days of its receipt or as soon as reasonably practicable, or it shall inform the Supplier why it cannot accept the draft Rectification Plan. In such circumstances, the Supplier shall address all such concerns in a revised Rectification Plan, which it shall submit to the Authority within 5 Business Days of its receipt of the Authority's comments or by such date as stipulated by the Authority.
- 10.5 Once agreed, the Supplier shall immediately start work on the actions set out in the Rectification Plan.
- 10.6 If, despite the measures taken under clause 10.4, the revised Rectification Plan cannot be agreed within 10 Business Days or as soon as reasonably practicable then the Authority may elect to end the Rectification Plan process set out above and terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the Authority.
- 10.7 If a Rectification Plan is agreed between the Parties, but the Supplier fails to implement or successfully complete the Rectification Plan by the required Rectification Plan completion date, the Authority may:
 - (a) terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the Authority, without the requirement of undertaking the Dispute Resolution Procedure; or
 - (b) give the Supplier a further opportunity to resume full implementation of the Rectification Plan; or
 - (c) escalate any issues arising out of the failure to implement the remediation plan under the dispute resolution procedure set out in clause 36.
- 10.8 If, despite the measures taken under clause 10.7 (b), the Supplier fails to implement the Rectification Plan in accordance with its terms, the Authority may elect to end the rectification plan process and refer the matter for resolution by the dispute resolution procedure set out in clause 36 or terminate the Contract immediately or upon the expiry of a notice period specified in the termination notice.

10.9 The Authority shall not be obliged to follow this rectification process if there is a repetition of substantially the same Service Failure as had previously been addressed in a Rectification Plan within a reasonable period following the conclusion of such previous Rectification Plan. In such event, the Authority may terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the Authority.

11. PROGRESS AND INSPECTION

11.1 The Supplier shall at its expense provide any programmes for the provision of the Services delivery that the Authority may reasonably require. Such programmes shall be agreed with the Authority.

11.2 The Supplier shall notify the Authority, in writing, without delay if manufacturing or production progress falls behind or may fall behind any of these programmes.

11.3 The Authority shall have the right to check progress at the Supplier's manufacturing facilities or offices (including home working) or the offices (including home working) of the Supplier's Sub-contractors at all reasonable times to inspect and to reject the Services that do not comply with the Contract. The Supplier's Sub-contracts shall reserve such rights for the Authority.

11.4 Any inspection or approval shall not relieve the Supplier from its obligations under the Contract.

12. BENCHMARK

12.1 The Authority may, by written notice, require a Benchmark Review of any or the entire price paid by the Authority for the Specification and for the Service Levels.

12.2 Subject to clause 12.3 if any Benchmark Review determines that any or all of the price paid by the Authority for the Services and/or the Service Levels are not comparable to, or better than, the terms offered by the Supplier to any of its similarly situated commercial customers of equal or lesser size for comparable products or services, the Authority may require the Supplier to reduce the price and/or implement improvements to the Services or the Service Levels in accordance with the relevant Benchmark Report within 3 months of receipt of the Benchmark Report.

12.3 Any amendment to price for the Services and/or the Service Levels in accordance with the Benchmark Report shall be deemed agreed in accordance with the terms of clause 8 without cost to the Authority.

12.4 The Authority shall be notified of the Benchmark Report and any amendment to the Price of the Services in accordance with this Contract.

13. PRICE AND PAYMENT

13.1 Subject to any applicable Service Credits and any Benchmark Review (conducted in accordance with this Contract or by the Authority in accordance with any framework agreement under which this Contract was awarded to the Supplier) the price of the Services shall be set out in the Purchase Order or determined in accordance with the Contract, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the charges shall include

every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 13.2 Where appropriate, the price shall include the cost of instructing and training the Authority's personnel in the use, operation and exploitation of the Services. All instructions and training shall be provided in accordance with this Contract.
- 13.3 The Supplier shall invoice the Authority as agreed in writing between the Parties. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 13.4 Invoices to the Authority must be sent or emailed to the contact details given in the Purchase Order and must be correctly addressed with the full Purchase Order number quoted.
- 13.5 The Authority shall pay correctly rendered and undisputed invoices within 30 days of receipt of the invoice ("the Due Date"). Payment shall be made to the UK bank account held in the name of the Supplier and nominated in writing by the Supplier, such payment system to support or interact electronic security payment systems if any.
- 13.6 All amounts payable by the Authority under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Authority, the Authority shall on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 13.7 If a Party fails to make any payment due to the other under the Contract by the Due Date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.
- 13.8 The Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract providing that the Authority shall give the Supplier not less than 30 days' notice of any such set off.
- 13.9 Whenever, under the Contract any sums of money shall be recoverable from or payable by the Supplier the same may be deducted from any sums then due, or which at any time, thereafter may become due to the Supplier under this Contract or under any other agreement or contract with the Authority or with any other department within the Authority.

14. WORK ON THE PREMISES

- 14.1 If the Contract involves any Services which the Supplier performs on the Premises then the following clauses shall apply:

- (a) the Supplier shall ensure that the Supplier and their employees, Sub-contractors and their employees and any other persons associated with the Supplier will adhere in every respect to all applicable Laws;
 - (b) the Supplier shall ensure that the Supplier and their employees, Sub-contractors and their employees and any other person associated with the Supplier will comply with any regulations or the Authority's reasonable policies that the Authority may notify to the Supplier in writing including any health and safety policies and security arrangements; and
 - (c) when required, the Supplier and their employees, Sub-contractors and their employees shall comply with any security requirements including a right to search when entering or leaving the Premises and being escorted in certain areas. The Authority reserves the right to remove from the Premises anyone not complying with the Authority's security arrangements or suspected of being under the influence of alcohol, or any other substance which has the effect of impairing performance.
- 14.2 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the Authority's prior written consent.
- 14.3 Access to the Premises shall not be exclusive to the Supplier any only such as shall enable the performance of the Contract concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Authority may reasonably require.
- 14.4 The Authority shall have the power at any time during the progress of the Contract to order in writing:
- (a) the removal from the Premises of any materials which in the Authority's reasonable opinion are either hazardous or not in accordance with or in breach of the Contract; and
 - (b) the substitution of proper and suitable materials; and
 - (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work or the Services which, in respect of material or workmanship, is not in the Authority's reasonable opinion in accordance with the Contract.
- 14.5 On completion or termination of the Contract the Supplier shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Contract and leave the Premises in a neat and tidy condition within the timescales instructed to the Supplier by the Authority and make good any damage caused to the reasonable satisfaction of the Authority.
- 14.6 The Supplier shall ensure that their employees, Sub-contractors and their employees and any other persons associated with Supplier shall be dressed appropriately where applicable. The Authority reserves the right to remove from the Premises anyone who is, in the Authority's absolute discretion, not complying with this requirement.
- 14.7 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract shall be made available to the Supplier on a non-exclusive

basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligation under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

- 14.8 The Supplier shall limit access to the land or Premises to such personnel as is necessary to enable it to perform its obligations under the Contract.
- 14.9 The Supplier agrees that there is no intention on the Authority's part to create a tenancy of any nature whatsoever in favour of the Supplier or its personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use any Premises owned or occupied by the Authority in any manner it sees fit.
- 14.10 The Authority's decision as to whether any person is to be refused access to any Premises occupied by or on behalf of the Authority shall be final and conclusive and the Supplier shall replace promptly any such person to ensure that its requirements under the Contract are met.
- 14.11 The Supplier shall bear the cost of or costs arising from any notice, instructions or decision of the Authority under this clause 14.

15. COMPLIANCE WITH APPLICABLE LAWS

- 15.1 The Supplier shall (at no additional cost to the Authority) at all times carry out and provide the Services in compliance with all Laws. The Supplier shall maintain such records as are necessary pursuant to such Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).
- 15.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of the Contract nor be entitled to an increase in the price as the result of any modifications to the Laws.
- 15.3 Without prejudice to clause 15.2, the Supplier shall monitor and shall keep the Authority informed in writing of any changes in the Laws which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
- 15.4 The Supplier shall consult with the Authority (and wherever possible agree with the Authority) on the manner, form and timing of changes it proposes to make to meet any changes in Laws where they would impact the Services. The Supplier shall not implement any change, without the Authority's prior written agreement, which would have an adverse effect on the Supplier's ability to provide the Services in accordance with the Specification.
- 15.5 Without prejudice to the rest of this clause 15, the Supplier shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this clause 15.

16. SERVICE IMPROVEMENT AND TECHNOLOGY REFRESH

- 16.1 The Contract Manager and an Authorised Person shall have regular meetings as agreed to monitor and review the performance of this Contract, the achievement of the Service Levels

and the provision of the Services. Such meetings shall be minuted by the Authorised Person where appropriate and copies of any such minutes shall be circulated to and approved by both Parties.

- 16.2 Prior to each meeting, the Authorised Person shall notify the Contract Manager, and vice versa, of any issues relating to the provision of the Services for discussion at the meeting. At the meeting, the Parties shall agree a plan to address such issues. In the event of any issue being unresolved, or a failure to agree on the plan, the procedures set out in clause 10 shall apply. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 16.3 The Supplier shall, at its own cost, submit and promptly inform the Authority of any new and evolving relevant technologies and processes which could improve the Services. Such report shall be provided in sufficient detail to enable the Authority to evaluate properly the benefits of the new technology or process and, at the Authority's request, the Supplier shall make available to the Authority the new Services on the terms on which they are generally made available to the Supplier's customers by the Supplier.
- 16.4 If the Authority wishes to incorporate any improvement identified by the Supplier pursuant to clause 16.3, the Parties shall discuss the implementation of the associated change provided always that if the Supplier's costs in providing the Services as a result of any such change implemented by the Authority are reduced, a reasonable proportion as agreed of the cost savings shall be passed on to the Authority by way of a consequential and immediate reduction in the price for the Services.

17. REMEDIES AND INSURANCE

- 17.1 If the Supplier fails to perform the Services by the applicable date(s), or if the Services do not comply with the warranties and obligations set out in clauses 4 and 6 or the terms of the Contract, then, without limiting any of its other rights or remedies, the Authority shall have the right to any one or more of the following remedies:
- (a) to terminate or suspend the Contract in whole or in part in accordance with clause 20;
 - (b) to require re-performance of the Services;
 - (c) to refuse to accept any subsequent performance of the Services (or part thereof) from the Supplier;
 - (d) to recover from the Supplier any reasonable costs properly incurred by the Authority in obtaining substitute services from a third party; and/or
 - (e) to claim damages for any other costs, loss or expenses incurred by the Authority which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 17.2 The Supplier shall keep the Authority and the Chief Constable if applicable indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Authority and the Chief Constable if applicable as a result of or in connection with:

- (a) any claim made against the Authority and/or the Chief Constable if applicable for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services;
- (b) any claim made against the Authority and/or the Chief Constable if applicable by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or Sub-contractors;
- (c) any claim made against the Authority and/or the Chief Constable if applicable by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or Sub-contractors;
- (d) the provision of the Services, including advice and recommendations made and accepted by the Authority and/or the Chief Constable if applicable, not being in accordance with the Specification;
- (e) any installation and/or any Services and/or advice given or anything done or omitted to be done under, or in connection with the Contract by the Supplier; and
- (f) any damage by the Supplier to the Authority's property or Premises (including any materials, tools or patterns sent to the Supplier for any purpose) by the Authority.

This clause 17.2 shall survive termination of the Contract.

- 17.3 The Authority's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law and any equitable remedy.
- 17.4 The Supplier must take out and maintain insurance adequate to cover the risks set out in the Contract and in any event shall take out and maintain the following insurance coverages:
- (a) Professional Indemnity Insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise; and
 - (b) Public Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or series of claims that may arise; and
 - (c) Employer Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or a series of claims that may arise;
 - (d) Any other insurance coverage which is set out in the Special Conditions.
- 17.5 The Supplier will take out and maintain such insurances as set out in this clause 17 with a reputable insurance company and shall at the Authority's request provide evidence of the insurance policy or policies and of payment of the premiums. The Supplier's failure to maintain such insurances or satisfy the Authority, acting reasonably, that such insurances have been maintained, shall be treated as a Material Breach and shall give the Authority the right to terminate the Contract in accordance with clause 20.

18. LIABILITY

- 18.1 Neither Party excludes or limits its liability for:
- (a) death or personal injury caused by its negligence or that of its employees, agents or Sub-contractors (as applicable);
 - (b) fraud or fraudulent misrepresentation by it or its employees;
 - (c) the wilful abandonment by the Supplier of its obligations in relation to the provision of the Services; or
 - (d) breach of any obligations as to title implied by section 2 of the Supply of Goods and Services Act 1982.

- 18.2 Subject to clause 18.1, neither Party will be liable to the other Party for:

- (a) indirect loss or damage;
- (b) special loss or damage;
- (c) consequential loss or damage;
- (d) loss of profits (whether direct or indirect);
- (e) loss of turnover (whether direct or indirect);
- (f) loss of business opportunity (whether direct or indirect); and/or
- (g) damage to goodwill (whether direct or indirect),

and in each case, even if that Party was aware of the possibility of such loss or damage to the other.

- 18.3 Subject to clauses 18.1, the provisions of clause 18.2 shall not be taken as limiting the right of the Authority to, amongst other things, recover from the Supplier as a direct loss:

- (a) any additional operational and/or administrative costs and expenses; and/or
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority; and/or
- (c) damage due to the loss of data if any, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from any act or omission of the Supplier.

- 18.4 If any limitation or provision contained or expressly referred to in this clause 18 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 18.

- 18.5 Nothing in this clause 18 shall affect a Party's general duty to mitigate its loss.

19. SUSPENSION

- 19.1 Without limiting its other rights or remedies the Authority may suspend the Contract in whole or in part by giving written notice of such suspension to the Supplier if the Supplier or any of their employees or agents are or become;
- (a) subject to a criminal investigation in respect of allegations arising out of or relating to their professional practice whether in respect of work undertaken in performance of the Contract or otherwise; or
 - (b) subject to a criminal investigation relating to an allegation, which if substantiated, would constitute a breach of the terms of this Contract; or
 - (c) subject to any allegation of professional negligence; or
 - (d) in the reasonable opinion of the Authority, involved in any fraudulent activities or misapplication of funds (whether involving the Contract or not); or
 - (e) subject to investigation by a relevant regulatory body in respect of any alleged breach of a relevant code of practice.
- 19.2 The Supplier must inform the Authority immediately upon becoming aware of any of the matters set out above.
- 19.3 The Authority shall have no liability to accept performance of the Services during the period of suspension and the sums payable by the Authority under the Contract shall be reduced during the period of suspension by an amount equivalent to the value of the Services suspended for the duration of such suspension and the Authority shall have no liability whatsoever to make any payment to the Supplier of any sums withheld during the period of suspension.
- 19.4 For the avoidance of doubt the Authority will be entitled during any period of suspension to engage other Supplier to provide the Services which the Supplier is unable to provide by reason of the suspension.
- 19.5 Following a suspension pursuant to clause 19.1 above the Authority shall keep the matter under review and should the reasons for the suspension be resolved to the satisfaction of the Authority then the Authority may give written notice lifting suspension of the Contract.
- 19.6 For the avoidance of doubt, if the investigations or allegations at clause 19.1 are substantiated this will constitute a Material Breach for which the Authority reserves the right to terminate the Contract under clause 20 below.

20. TERMINATION

- 20.1 Without limiting its other rights or remedies, the Authority may terminate the Contract in respect of the supply of the Services or part of such supply by giving the Supplier 6 months' written notice.
- 20.2 The Authority may terminate this Contract in the circumstances provided for under clauses 10.3, 10.8 or 10.9.
- 20.3 The Authority may immediately terminate this Contract where:

- (a) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Section 74 of the Procurement Act 2023; or
- (b) the Supplier has, at the time of contract award, been in one of the situations referred to in Section 57(1) of the Procurement Act 2023, including as a result of the application of Section 57(3) of the Procurement Act 2023, and should therefore have been excluded from the procurement procedure; or
- (c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaty on European Union and the Public Contracts Directive 2014/24 or the Treaty on the Functioning of the European Union that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

20.4 The Authority may immediately terminate or suspend this Contract, either in whole or in part to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances where:

- (a) the Supplier commits a Material or Persistent Breach of the Contract and (if such breach is remediable) fails to remedy that breach to the satisfaction of the Authority within the reasonable timescale as specified by the Authority, after issue of a written notice specifying the breach and requesting it to be remedied;
- (b) in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or credit rating of the Supplier which adversely impacts on the Supplier's ability to supply the Services under the Contract or could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under the Contract;
- (c) the Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (f) (being an individual) the Supplier is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- (h) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;
- (i) (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;
- (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.4(c) to clause 19.4(j) inclusive;
- (l) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (m) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (n) there is a change of control of the Supplier (within the meaning of section 1124 of the Companies Tax Act 2010).

21. CONSEQUENCES OF TERMINATION

21.1 Where the Authority terminates (in whole or in part) the Contract for any reason (except for under clause 20.1) then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period provided that Authority shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.

21.2 Upon termination of the Contract whether by expiration of the Contract Period or otherwise, the Supplier agrees and hereby guarantees that it will co-operate fully with the Authority to transfer to the Authority (including but not limited to) any plans, drawings, specifications, technical and legacy data, copies of records (electronic or otherwise), copies of reports (electronic or otherwise), information (howsoever stored), test results, samples relating to this Contract which are in the possession of the Supplier or any third party, provided always that:

- (a) the Supplier shall not be required to transfer to the Authority any patent design or other Intellectual Property Right owned by the Supplier and valid at the time the Contract was originally tendered or the Purchase Order was accepted, in any of the specifications, drawings or plans etc, and which has not already transferred under this Contract to the Authority; and

- (b) any charges applicable for any samples or drawings, which were made known to (and agreed by) the Authority prior to the signing of this Contract, will be made to the Supplier if outstanding at the time of termination.
- 21.3 All items shall be delivered to the Authority within 14 days of termination of the Contract or upon a request being made to the Supplier by the Authority). Any request by the Authority shall detail the reasonable location of delivery, method of delivery, format of any data or information and the medium to be used for its migration. Unless otherwise agreed, the language that any drawings, data, reports or information etc shall be written and presented in shall be modern British English.
- 21.4 Other than the prices agreed at clause 21.1(b), the Supplier shall make no other charge for the return of any item listed at clause 21.2.
- 21.5 All items shall be returned to the Authority in the original condition they were in when presented to the Supplier. Samples should be in the condition or state they were in at the time of acceptance or approval by the Authority as being in compliance with the design or specification detailed within the Contract, subject to any subsequent agreed testing or reasonable wear and tear.
- 21.6 The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 21.7 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

22. REPUTATION

- 22.1 The Supplier shall not, and shall procure that its employees and Sub-contractors shall not:
 - (a) do any act or make any omission that has or could reasonably be expected to have an adverse impact upon the security of the business, operations, systems or properties or Premises of the Authority;
 - (b) take any action which might or shall:
 - (i) harm or be prejudicial to the public confidence in the Authority and/or the Chief Constable if applicable or to its public image(s); or
 - (ii) bring the Authority and/or the Chief Constable if applicable into disrepute.
- 22.2 Without limiting clause 22.1, the Supplier shall comply with the provisions of the reasonable standards, policies, procedures and regulations provided from time to time to the Supplier by the Authority.

23. CONFIDENTIAL INFORMATION

- 23.1 If the Authority has required the Supplier or its Sub-contractors to sign a mutual confidentiality agreement with it or the Chief Constable if applicable prior to signing or during the term of this Contract, the Supplier shall comply at all times with its obligations under that mutual confidentiality agreement.

- 23.2 The Supplier shall, upon the reasonable request at any time by the Authority, obtain signed individual confidentiality undertakings from any employees or Sub-contractors in a form approved by the Authority.
- 23.3 A Party is entitled to disclose the whole or any part of the other's Confidential Information:
- (a) to its directors, officers, employees, servants, Sub-contractors, agents or professional advisers to the extent necessary to enable the performance or enforcement of its rights or obligations under this Contract subject to any such persons signing confidentiality undertakings in a form approved by the Authority if requested to do so;
 - (b) when (and to the extent) required to do so by Laws or pursuant to the rules or any order having the force of law of any court, association or agency of competent jurisdiction or any governmental agency;
 - (c) to the extent that the Confidential Information has, except as a result of breach of obligations of confidentiality, become publicly available or generally known to the public at the time of such disclosure (provided that no Confidential Information shall be deemed to be so publicly available or generally known only because such information is within or part of more general information, or (in the case of a complex body of such information) because one or more elements of it separately comprise publicly available information or information generally known to the public);
 - (d) in the case of disclosure by the Authority:
 - (i) to the extent required for the purpose of the continued provision of the Services (or similar replacement services) in the event of suspension, expiry or termination of particular Services;
 - (ii) in relation to the outcome of a procurement as may be required to be published in the Official Journal of the European Union or elsewhere;
 - (iii) to any department, office or agency of the Government or other entity where required for its proper departmental, parliamentary, governmental, statutory or judicial purposes;
 - (iv) to any consultant, contractor or other person engaged by the Authority in connection with the provision of the Services or the performance of the Supplier's obligations under this Contract, to the extent reasonably necessary to enable that consultant, contractor or other person to carry out their engagement with the Authority;
 - (v) to the extent the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions in accordance with the law; and
 - (vi) subject to clause 30, to the extent the Authority (acting reasonably) deems disclosure necessary or appropriate in order to comply with its obligations and responsibilities under the FOIA or the Environmental Information Regulations.

- 23.4 Notwithstanding clause 23.3, the Supplier shall give the Authority prompt advance notice of any disclosure of the Authority's Confidential Information and shall consult and give the Authority reasonable opportunity to comment on the nature and extent of disclosure, and shall take account of any reasonable comment made by the Authority. Notwithstanding the permitted disclosures under clause 23.3, the Authority shall have the right to prohibit disclosure of the Authority's Confidential Information to any person and the Supplier shall not make such disclosure to any such person so prohibited by the Authority unless subject to a court order or permitted under Freedom of Information legislation.
- 23.5 The Supplier shall:
- (a) use the Authority's, and the Chief Constable's if applicable, Confidential Information solely for this Contract;
 - (b) take all necessary precautions to ensure that all of the Authority's and the Chief Constable's if applicable Confidential Information is held in confidence and treated as proprietary;
 - (c) comply with all instructions and/or guidelines produced by the Authority from time to time for the handling and storage of its and the Chief Constable's if applicable Confidential Information generally or for specific items;
 - (d) inform all staff and Sub-contractors and agents that breach of any of its confidentiality obligations shall result in contractual and/or disciplinary action (and the Supplier shall ensure that such contractual and/or disciplinary actions and proceedings are reported to the Authority and instituted and enforced as required); and
 - (e) forthwith report to the Authority all failures to comply with the obligations set out in this clause 23.5 of which the Supplier is or becomes aware.
- 23.6 Notwithstanding the generality of clause 23.3, Personal Data shall not be released from any of the confidentiality obligations of clause 23, except with the prior consent of the Authority in accordance with the relevant laws.
- 23.7 Without prejudice to any other rights and remedies that the other Party would have, each Party agrees that damages would not be an adequate remedy for any breach of this clause 23 and that the other Party shall be entitled to the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of this clause 23.
- 23.8 The Authority's and the Supplier's obligations under this Contract with respect to Confidential Information shall survive its expiry or termination and shall continue for as long as such information remains confidential.
- 23.9 Nothing in this clause 23 limits, diminishes, waives or releases either Party's obligations and responsibilities under the Official Secrets Acts 1911 to 1989 or in regard to personal data in accordance with the Data Protection Legislation.
- 23.10 The Supplier shall at all times (including after termination or expiry of this Contract) comply with the obligations imposed by the Official Secrets Acts 1911 to 1989.
- 23.11 The Supplier shall:

- (a) take all reasonable steps, by display of notices or by other appropriate means, to ensure that such persons have notice that the Official Secrets Acts 1911 to 1989 applies to them and shall continue so to apply; and
- (b) where requested by the Authority at any time, procure (within 10 Business Days of the request) the signature by all of the persons specified by the Authority of an Official Secrets undertaking in a form specified by the Authority.

23.12 The Supplier shall ensure that a similar obligation to this clause 23 is included in all contracts or agreements the Supplier entered into with a Sub-contractor or agent in connection with the provision of the Services.

23.13 The Authority may terminate this Contract immediately in the event that the Supplier fails to comply with any requirement of this clause 23, including the failure to procure the signature of an Official Secrets undertaking for any person specified by the Authority or any disclosure of the Authority's Confidential Information in breach of this clause 23.

24. PUBLICITY

24.1 Unless expressly permitted in writing by the Authority, the Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Contract.

24.2 This Contract shall not entitle the Supplier or any of their Sub-contractors, agents or employees to endorse its services with any reference to the Authority, the relevant police force or Chief Constable if applicable and the Supplier shall not exhibit for advertising or any other reason any services supplied under the Contract which can be identified with the Authority without the prior written consent of the Authority.

24.3 Clause 24 includes any such reference made in any form of written, pictorial or audible advertising campaign, marketing, sales or promotion campaign.

25. INTELLECTUAL PROPERTY

All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- (a) provided to the Supplier by the Authority and/or Chief Constable if applicable shall remain the Authority's property absolutely;
- (b) prepared by or for the Supplier specifically for the Authority in relation to the performance of the Contract shall belong to the Authority including the Deliverables;
- (c) pre-existing at the Commencement Date and owned or licensed by the Supplier shall be licensed to the Authority insofar as it is necessary for the Authority to exercise its other rights under the Contract. Such a license shall be perpetual, worldwide, irrevocable, royalty-free and capable of sub-license on those terms.

26. ENVIRONMENTAL AND ETHICAL SOURCING

26.1 The Supplier shall perform its obligations under the Contract in accordance with the spirit and objectives of the Authority's environmental policy, if any.

- 26.2 The Supplier shall ensure that workers employed or engaged on the Contract are treated fairly, humanely and equitably.
- 26.3 In so far as the Supplier or any Sub-contractor or its employee dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Supplier's obligations under the Contract, the Supplier shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable EU and UK laws and regulations, including (where applicable) the Environmental Protection Act 1990 and the Waste Electrical and Electronic Equipment Regulations 2013.
- 26.4 If and when requested to do so by the Authority at any time, the Supplier shall provide the Authority with such documents and/or permit representatives of the Authority to have such access to the Supplier's premises and personnel as the Authority may reasonably require for the purposes of verifying compliance on the part of the Supplier with its obligations under this clause 26.
- 26.5 The Supplier shall procure that each of its Sub-contractors (if any) comply with obligations substantially similar to those set out in clauses 26.1 to 26.4 above.
- 26.6 In performing its obligations under this Contract, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - (c) include in contracts with its Subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 26.
 - (d) notify the Authority as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
 - (e) maintain a complete set of records to trace the supply chain of all Services provided to the Authority in connection with this Contract; and permit the Authority and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 26.
- 26.7 The Supplier represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 26.8 The Authority may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 26.

27. EQUALITY AND DIVERSITY

- 27.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant or equivalent Laws from time to time in force (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Supplier or any of its employees or Sub-contractors or its employees), or any statutory modification or re-enactment thereof.
- 27.2 The Supplier shall take all reasonable steps to secure the observance of clause 27.1 by all employees, agents and Sub-contractors.

28. ANTI-BRIBERY AND FRAUD

- 28.1 The Supplier shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act relating to obtaining or the signing of the Contract or any other contract with the Authority or any other public body or showing or refraining from showing favour or disfavour to any person, in relation to the Contract or any other contract with the Authority, or if similar acts have been done by any person employed by the Supplier, or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier).
- 28.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Supplier or any other public body in connection with the Contract.
- 28.3 The Supplier shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 28.3(b), and will enforce them where appropriate;
 - (d) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - (e) immediately notify the Authority if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract); and

- (f) ensure that all persons associated with the Supplier or other persons who are performing services in connection with this Contract comply with this clause 28.
- 28.4 The Supplier shall not engage in any activity practice or conduct which would constitute an offence under the Prevention of Corruption Acts 1889 to 1916 or Fraud Act 2006.
- 28.5 The Supplier shall not receive any fee or reward the receipt of which is offence under the sub-section (2) of Section 117 of the Local Government Act 1972.
- 28.6 Breach of this clause 28 shall entitle the Authority to terminate the Contract with immediate effect.
- 28.7 In the event of any breach of this clause 28 by the Supplier or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Supplier):
- (a) the Supplier shall immediately give the Authority full details of any such breach and shall co operate fully with the Authority in disclosing information and documents which the Authority may request; and/or
 - (b) the Authority shall (without prejudice to any of its rights or remedies under this Contract or otherwise) be entitled by notice in writing to terminate this Contract immediately; and
 - (c) the Supplier shall be liable for and shall indemnify and keep the Authority and the Chief Constable if applicable indemnified in respect of any and all loss resulting from such termination.
- 28.8 In any dispute, difference or question arising in respect of:
- (a) the interpretation of this clause 28; or
 - (b) the right of the Authority to terminate this Contract; or
 - (c) the amount or value of any gift, consideration or commission
- the decision of the Authority shall be final and conclusive.

29. DATA PROTECTION

- 29.1 The Supplier warrants that it will comply with the Data Protection Legislation and this clause is in addition to, and does not relieve, remove or replace the Supplier's obligations under the Data Protection Legislation.
- 29.2 The Supplier agrees that if it acts at any time under this Contract as a Data Processor of the Data Controller's Data, it shall enter into a data processing contract in the relevant Data Controller's standard form, such data processing contract to include the Data Processing Details setting out the scope, nature and purpose of the Processing by the Supplier, the duration of the Processing, the types of the Data Controller's Data and categories of Data Subject involved and the obligations and rights of the Supplier and the Data Controller.
- 29.3 The Supplier shall comply at all times with its obligations under the data processing contract referred to in clause 29.2 above and shall only Process the Data Controller's Data to the extent, and in such a manner, as is necessary for the purposes identified by the Data Controller and in the manner specified by the Data Controller and for no other purpose or in any manner except on the written instructions of the Data Controller or as required by any

Laws. The Supplier shall not determine at any time the purpose or means of the Processing and, if it is so required by any Laws, the Supplier shall promptly notify the Data Controller before Processing the Data Controller's Data unless prohibited by such Laws. The Supplier will keep a record of any Processing of the Data Controller's Data it carries out under the Contract.

- 29.4 In addition to the provisions of any data processing agreement, where the Supplier processes Data Controller's Data on behalf of either the Authority or the Chief Constable if applicable, the following provisions of this clause 29 shall apply.
- 29.5 The Supplier shall notify the Authority immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.
- 29.6 The Supplier shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Data Controller, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 29.7 The Supplier shall Process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Data Processing Details Form and in accordance with the Data Controller's instructions if applicable from time to time and shall not Process the Personal Data for any other purpose. The Supplier will keep a record of any Processing of Personal Data it carries out under this Contract.
- 29.8 The Supplier shall promptly comply with any request from the Data Controller requiring the Supplier to amend, transfer or delete the Personal Data.
- 29.9 The Supplier shall only collect any Personal Data in a form which is fully compliant with the Data Protection Legislation which will contain a data protection notice informing the Data Subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair.
- 29.10 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either Party's compliance with the Data Protection Legislation and the data protection principles set out therein, it shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication.

- 29.11 At the Data Controller's request, the Supplier shall provide to the Data Controller a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Controller.
- 29.12 The Supplier shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Data Controller and in accordance with the Data Protection Legislation.
- 29.13 The Supplier shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Personal Data at its own expense.
- 29.14 The Supplier shall ensure that access to the Personal Data is, in accordance with the Data Protection Legislation, limited to:
- (a) those employees who need access to the Personal Data to meet the Supplier's obligations under this Contract; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 29.15 The Supplier shall ensure that all employees:
- (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the Data Protection Legislation relating to handling Personal Data; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under the Laws, the Data Protection Legislation and this Contract.
- 29.16 The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data including any vetting status required.
- 29.17 The Supplier shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
- 29.18 The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Data Controller or as provided for in this Contract in accordance with the Data Protection Legislation.
- 29.19 The Supplier warrants that:
- (a) it will Process the Personal Data in compliance with the Data Protection Legislation;
 - (b) where applicable, it will comply with all obligations of any data Processing contract the Data Controller requires the Supplier to sign; and
 - (c) it will take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Data Controller's compliance with the seventh data protection principle.
- 29.20 The Supplier shall notify the Data Controller immediately if it:

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- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract; or
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.
- 29.21 The Supplier shall notify the Data Controller immediately if it becomes aware of any unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data.
- 29.22 The Supplier shall, at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 29.23 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Data Controller against all costs, claims, damages or expenses incurred by the Data Controller or for which the Data Controller may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this clause 29.
- 29.24 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
- (a) notify the Data Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Data Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 29 such that they apply to the Sub-processor; and
 - (d) provide the Data Controller with such information regarding the Sub- processor as the Data Controller may reasonably require.
- 29.25 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 29.26 The Supplier shall comply with the Authority's or the Chief Constable's baseline security requirements as updated from time to time by the relevant body and notified to the Supplier.
- 29.27 If requested by the Authority, the Supplier to enter into a Security Standards Agreement ("SSA") with the relevant force if applicable and the Supplier shall comply with that the protocols set out in that SSA. In the event the Supplier fails to adhere to the SSA protocols, the Authority shall have the right to terminate this Contract and to recover from the Supplier the amount of any loss resulting from any such termination.

30. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- 30.1 The Supplier acknowledges that the Authority and the Chief Constable if applicable are subject to the requirements of the Freedom Of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Supplier agrees to assist and cooperate with the Authority and the Chief Constable if applicable (at the Supplier's expense) as mandated by the Authority or Chief Constable if applicable in relation to these laws.
- 30.2 Any Requests received by the Supplier shall be forwarded to the Authority or Chief Constable immediately.
- 30.3 The provisions of clause 30 shall extend to Sub-contractors and the Supplier shall ensure compliance with this requirement.
- 30.4 The Supplier acknowledges that the Authority and the Chief Constable if applicable may, acting in accordance with the FOIA, or the EIR be obliged to disclose information relating to the Contract:
- (a) without consulting with the Supplier; or
 - (b) following consultation with the Supplier and having taken the Supplier's views into account: or
 - (c) in accordance with legislation and procedural transparency requirements.
- 30.5 Where it is necessary for the Supplier to provide information to the Authority which it believes to be information falling into the exemptions set out in the FOIA ("Exempt Information"), it shall state in writing to the Authority the nature of the information and the relevant exemption. The Authority will use reasonable endeavours to consult with the Supplier before disclosing such information under the FOIA. The Supplier acknowledges that the final decision whether to disclose such information will rest with the Authority and not with the Supplier. Nothing contained in this Contract or any documents or negotiations relating to this Contract shall prevent the Authority from disclosing any information which (in the Authority's reasonable opinion or in accordance with any recommendation, notice or decision of a competent Authority) it is required to disclose under the FOIA.
- 30.6 The Supplier shall observe the Authority's Retention and Destruction Policy (details of which shall be provided by the Authority to the Supplier upon request) and shall not destroy information other than in accordance with this policy. If the Authority notifies the Supplier of a request for information held by the Supplier, which is due for destruction the Supplier shall immediately suspend destruction of that information to allow disclosure to take place. Upon the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Supplier retain control of the information this clause 30 shall remain in force beyond the termination of this Contract.
- 30.7 The Supplier shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 30.8 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority directly incurs due to the Supplier's or any Sub-contractor breach of this clause 30 or any part of it.

31. RE-TENDERING AND HANDOVER

- 31.1 Within twenty eight (28) days of being so requested by the Authority, the Supplier shall provide, all the information necessary to enable the Authority to issue invitations to tender for the future provision of the Services including (but not limited to) the information relating to employees who will or may transfer as detailed in clause 31.2 below, and the Supplier hereby agrees to the use of such information for these express and any implied purposes. For the avoidance of any doubt all or any such information can be requested by the Authority at any time whether in relation to an intention to issue such an invitation or otherwise.
- 31.2 Where, in the opinion of the Authority, TUPE may apply to the Contract on its termination or expiration, the information to be provided by the Supplier under clause 31.1 shall include, as applicable, accurate information relating to the employees (whether of the Supplier or any Sub-contractor or other organisation) whose employment would or may be transferred pursuant to TUPE, including in particular but not limited to:
- (a) the number of employees who would be transferred and their job titles, but with no obligation on the Supplier to specify their names save as permitted by TUPE;
 - (b) sufficient details of the work undertaken by each of the employees who will or may transfer under TUPE to enable the Authority and/or any replacement supplier to take their own informed view as to whether TUPE will or could apply (including sufficient details, particulars and breakdown of working time as is reasonably required or requested);
 - (c) their dates of birth, sex, salary, length of service, hours of work, salary and/or pay rates, and any other factors affecting their redundancy entitlement, any specific terms applicable to those employees individually whether during their employment or on its termination;
 - (d) details of any disciplinary action taken within the previous two years in respect of the employees;
 - (e) details of any grievances brought by the employees in the previous two years;
 - (f) details of any outstanding claims arising from the employees' employment or its termination including any claims which the Supplier believes those employees might bring; and
 - (g) the terms and conditions of employment applicable to those employees, including but not limited to probationary periods, information relating to pension entitlements or provision, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave (and details of how pay for annual leave is calculated), sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any relevant collective agreements, facility time arrangements and additional employment benefits.
- 31.3 The Supplier shall comply with its obligations under TUPE where applicable (including without limitation its duties to inform and consult under Regulation 13 of TUPE) pursuant to this Contract and shall indemnify the Authority and the Chief Constable if applicable and any replacement supplier against any claims sustained as a result of any breach of this clause or

any award of compensation under Regulation 15 save where such failure arises from the failure of the Authority and/or the Chief Constable if applicable or any replacement supplier to comply with its or their duties under Regulation 13 of TUPE.

- 31.4 The Supplier shall indemnify the Authority and the Chief Constable if applicable against any claim made against the Authority or the Chief Constable or any replacement supplier at any time by any person in respect of the liability incurred by the Authority and/or the Chief Constable if applicable or any replacement supplier arising from any deficiency or inaccuracy in information, which the Supplier is required to provide under clauses 31.1, 31.2 and/or TUPE.
- 31.5 The Supplier shall co-operate fully with the Authority and/or the Chief Constable if applicable during the handover arising from the completion or earlier termination of this Contract. This co-operation, during the setting up operations period of the replacement Supplier (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition and if required, access to the Supplier's employees including those who the Supplier considers will transfer pursuant to TUPE to the Authority and/or the Chief Constable if applicable or a replacement supplier on the termination of this Contract.
- 31.6 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority and/or the Chief Constable if applicable, any replacement supplier and/or any replacement sub-contractor to ensure the smooth transfer of any employees who transfer under TUPE on the termination of this Contract including providing sufficient information in advance of the transfer date to ensure that all necessary payroll arrangements can be made to enable the transferring employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Business Days following the transfer date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority and/or the Chief Constable if applicable or, at the direction of the Authority and/or the Chief Constable if applicable, to any replacement supplier and/or any replacement sub-contractor (as appropriate), in respect of each transferring employee:
- (a) the most recent month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.
- 31.7 Where TUPE does not apply to the Contract on its termination or expiration, the Supplier shall retain all responsibility for outgoings in respect of its employees after the end of the Contract including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions, redundancy costs and otherwise and shall indemnify the Authority and the Chief Constable if applicable and any replacement supplier against any claims sustained as a result of any breach of this clause.

32. EMPLOYEES AND TUPE

- 32.1 If TUPE applies to a number of staff engaged in the provision of services equivalent to the Services (or some of them) prior to the start of the Contract Period, the contracts of employment (together with any collective agreement) of such staff (subject to Regulation 4(7) of TUPE) will be from the Commencement Date as if they were originally made between the relevant staff member and the Supplier.
- 32.2 The Supplier shall take all necessary steps including those required by law to ensure that all employees, servants or agents of the Supplier and any Sub-contractors, their employees, servants or agents, employed in the execution of the Contract have the right to work in the United Kingdom, have complied and will in the future comply with any restrictions in force concerning their right to work in the United Kingdom (including but not limited to any restrictions on their hours of work) and are not claiming any benefit payable to jobseekers.
- 32.3 During the Term the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or to the Chief Constable if applicable any information they may reasonably require relating to the manner in which the Services are organised, which shall include, but is not limited to, the following:
- (a) the numbers of employees engaged in providing the Services;
 - (b) the percentage of time spent by each employee engaged in providing the Services; and
 - (c) a description of the nature of the work undertaken by each employee by location.
- 32.4 The Supplier shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against any loss incurred by the Authority and/or the Chief Constable or any replacement supplier connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the Authority and/or the Chief Constable if applicable or any replacement supplier in respect of any or all of the Supplier's staff or employees or any other employee of the Supplier or its Sub-contractors and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.
- 32.5 The Supplier shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against any claim demand or loss incurred by the Authority and/or the Chief Constable if applicable or any replacement supplier at any time whether connected with or arising from the employment of or any policy applicable to, or any collective agreement in respect of any of the Supplier's staff or any other person at any time employed by (or engaged by) the Supplier or its Sub-contractors or otherwise including but not limited to any claims for: breach of contract; breach of policy; unfair dismissal; a redundancy payment; pay including a claim for unlawful deductions from wages and/or any claim in relation to holiday pay entitlement; discrimination; equal pay; industrial or personal injury; a claim for failure to consult, claims arising by virtue of custom and practice, any claims or demand from HMRC or any other statutory authority which relates to financial obligations but not limited to PAYE, and primary and secondary national insurance contributions; or otherwise relating to their employment by the Supplier save to the extent that the liability arises from any wrongful act by the Authority and/or the Chief Constable if applicable or its employees.

- 32.6 The Supplier shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Supplier's staff or any other employee of the Supplier or its Sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to this Contract and in respect of any loss incurred by the Authority and/or the Chief Constable if applicable or any replacement supplier arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.
- 32.7 Except with the prior written consent of the Authority, the Supplier shall not at any time after the Authority has served notice of the termination of the Contract, within twelve months of the date upon which the Contract will terminate in accordance with its provisions, or after the Supplier shall have otherwise become aware of the proposed termination or re-tendering of this Contract, any Contract or the provision by it of the Services in respect of any employee employed by or assigned by the Supplier or its Sub-contractors to the discharge of the Contract:
- (a) vary any terms and conditions of employment of any employee or any policy or collective agreement applicable to any employee (provided always that this provision shall not affect the right of the Supplier to give effect to any pre-existing contractual obligation to any such employee);
 - (b) remove or replace any particular employee or significantly alter the proportion of work which such employee undertakes on work arising from the provision of the Services under this cContract (unless requested by such employee or upon the resignation of such employee in which case the Supplier shall replace such person with another person of similar skills, qualifications and experience);
 - (c) increase or decrease the number of employees or Sub-contractors engaged in the discharge of the Contract.
- 32.8 The Supplier shall indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable and any replacement supplier from and against all liabilities whatsoever (to include legal expenses on a full indemnity basis) (and including but without limitation any claim by or liability to a Sub-contractor or any employee, agent or independent contractor of such Sub-contractor or any other person whatsoever) arising out of any breach by the Supplier or any of its Sub-contractors of clause 32.7.
- 32.9 The Authority and Supplier shall continue to monitor the performance and objectives of the Contract throughout its duration and to make any amendments or changes necessary to the Contract, or its performance or objectives in order further to promote equality, diversity and equal opportunity.
- 32.10 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it in relation to equality, diversity or equal opportunity whether under the Act or otherwise.
- 32.11 Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceedings are instituted following such an investigation against the Supplier or against the Authority either in connection with any contract awarded to the Supplier or generally, the Supplier shall, without charge:

- (a) provide any information requested by or on behalf of the Authority in the timescale allotted;
 - (b) attend and permit its employees, workers, agents, consultants and Sub-contractors to attend any meetings as required;
 - (c) allow the Authority access to and investigation of any information, documents or data deemed to be relevant to the investigation;
 - (d) allow itself and any of its employees, workers, agents, consultants and Sub-contractors to appear as witnesses in any proceedings; and
 - (e) co-operate fully with the person or body conducting the investigation.
- 32.12 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Supplier, its staff, employees, workers, consultants, agents or Sub-contractors and where there is a finding against the Supplier in any such investigation or proceedings, the Supplier shall indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable with respect to all costs, charges and expenses (including legal and administrative expenses on an indemnity basis) incurred by the Authority and the Chief Constable if applicable during or in connection with any such investigation or proceedings and further indemnify and keep indemnified and hold harmless the Authority and the Chief Constable if applicable from and against all and any compensation, damages, costs, losses, fines, penalties or other award (including any interest) the Authority or the Chief Constable may be ordered or required to pay.
- 32.13 If a finding of unlawful discrimination or breach of equal opportunities legislation (including but not limited to the Act) is made against the Supplier or against the Authority arising from the conduct of the Supplier or any of its employees, workers, consultants, agents or Sub-contractors, the Supplier shall take immediate remedial steps to prevent further recurrences and shall advise the Authority of the steps taken.
- 32.14 If the Supplier enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations and terms on its Sub-contractors which are identical to those imposed on it by this clause 32. The Authority expects that the Supplier will not Sub-contract to any person, organisation, business, service or group which has a poor history in regard to acts of unlawful discrimination. Any breach of this clause will be considered by the Authority as a fundamental breach of the Contract between the Authority and the Supplier.
- 32.15 Without prejudice to its remedies set out above, the Authority may terminate the Contract if notice has been given to the Supplier of a substantial or persistent breach of this section providing that in the case of persistent breach the Supplier has been given a reasonable period to rectify the breach and the Supplier has failed to do so.
- 32.16 The Supplier shall comply with the Authority's policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.
- 32.17 The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees, workers, consultants and/or Sub-contractors are fully trained on matters relating to the prevention of unlawful discrimination and the promotion of

equality and diversity and shall comply with the Authority's policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.

33. PENSIONS

33.1 Where the Supplier employs any Eligible Employees from the Commencement Date the Supplier shall procure that it shall become an Admission Body. The Supplier shall before the Commencement Date execute an Admission Agreement which will have effect from and including the Commencement Date.

33.2 Without prejudice to the generality of this clause 33, the Supplier hereby indemnifies the Authority and the Chief Constable if applicable and/or any future supplier and, in each case, their Sub-contractors on demand from and against any direct loss suffered or incurred by it or them which arises from any breach by the Supplier of the terms the Admission Agreement to the extent that such liability arises before or as a result of the termination or expiry of this Contract (howsoever caused).

33.3 Without prejudice to the generality of the requirements of this clause 33, the Supplier shall procure that it shall as soon as reasonably practicable obtain any indemnity or bond required in accordance with the Admission Agreement,

33.4 The Authority shall have the right to set off against any payments due to the Supplier under this Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier under the Admission Agreement.

33.5 If the Supplier employs any Eligible Employees from the Commencement Date and:

- (a) the Authority, and the Supplier are both of the opinion that it is not possible for the Supplier to become an Admission Body; or
- (b) if for any reason after the Commencement Date the Supplier ceases to be an Admission Body other than on the date of termination or expiry of this Contract or because it ceases to employ any Eligible Employees;

then the provisions of clauses 33.1 to 33.4 (inclusive) shall not apply and the provisions of clause 33.6 shall apply.

33.6 Where this clause 33.6 applies pursuant to clause 33.5, the following shall apply:

- (a) The Supplier shall not later than the Commencement Date or the Cessation date (as the case may be) nominate to the Authority in writing an occupational pension scheme which it proposes shall be "the Supplier Scheme" for the purposes of this clause 33. Such pension scheme must be
 - (i) established within three (3) months or as soon as reasonably practicable of the Commencement Date or Cessation Date (as the case may be);
 - (ii) reasonably acceptable to the Authority (such acceptance not to be unreasonably withheld or delayed);
 - (iii) registered under section 153 of the Finance Act 2004; and

- (iv) certified by the Government Actuary's Department or an actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the LGPS.
- (b) The Supplier undertakes to the Authority (for the benefit of the Authority itself and the Chief Constable if applicable and for the Authority as agent and trustee for the benefit of the Eligible Employees) that it shall procure that:
 - (i) the Eligible Employees shall by three (3) months before the Commencement Date or the Cessation Date (as the case may be) or, alternatively, by such date as is agreed between the parties acting reasonably, be offered membership of the Supplier Scheme with effect from and including the Commencement Date or Cessation Date (as the case may be);
 - (ii) the Supplier Scheme shall provide benefits in respect of the Eligible Employees' periods of service on or after the Commencement Date or Cessation Date (as the case may be) which the Government Actuary's Department or an actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department shall certify to be broadly comparable to the benefits which the Eligible Employees would have been entitled to under the LGPS had they continued in membership of the LGPS;
 - (iii) if the Supplier Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those Eligible Employees who are still employed by the Supplier. The replacement scheme must comply with this clause 33.6 as if it were the Supplier Scheme;
 - (iv) before the Commencement Date or Cessation Date (as the case maybe) the Supplier shall use its best endeavours to ensure that the trustees of the Supplier Scheme shall comply with the provisions of clauses 33.6(a) to 33.6(b)(iii) (inclusive), clause 33.7(a) 33.7(c) and 33.7(d); and
 - (v) where the Supplier Scheme has not been established at the Commencement Date or Cessation Date (as the case may be), the Eligible Employees shall be provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the LGPS immediately before the Commencement Date or Cessation Date (as the case may be). Such benefits will continue to be provided until death-in-service benefits are provided by the Supplier Scheme.
- (c) Where this clause 33.6 applies, as soon as reasonably practicable and in any event no later than 20 working days after the establishment of the Supplier Scheme or the commencement of membership of the Eligible Employees in the Supplier Scheme, the Supplier must provide the Eligible Employees with the option to transfer their accrued LGPS benefits to the Supplier Scheme on terms to be provided by the Authority. Such terms will also apply to any subsequent bulk transfers on termination or expiry of this contract.

- 33.7 The Supplier undertakes to the Authority (for the benefit of the Authority itself and the Chief Constable if applicable and for the Authority as agent and trustee for the benefit of the Eligible Employees) that:
- (a) all information which the Authority or the Administering Authority or their respective professional advisers may reasonably request from the Supplier for the administration of the LGPS or concerning any other matters raised in clauses 33.5 to 33.6 (inclusive) or this clause 33.7 shall be supplied to them as expeditiously as possible;
 - (b) it shall not without the consent in writing of the Authority (which shall only be given subject to the payment by the Supplier of such reasonable costs as the Authority or the Administering Authority may require) consent to instigate, encourage or assist any event which could impose on the LGPS a cost in respect of any Eligible Employee greater than the cost which would have been payable in respect of that Eligible Employee had that consent, instigation, encouragement or assistance not been given;
 - (c) until the Commencement Date, it shall not issue any announcements (whether in writing or not) to the Eligible Employees concerning the matters stated in clauses 33.1 to 33.4 (inclusive) without the consent in writing of the Authority and the Administering Authority (not to be unreasonably withheld or delayed); and
 - (d) it shall not take or omit to take any action which would materially affect the benefits under the LGPS or under the Supplier Scheme of any Eligible Employees who are or will be employed in connection with the Services without the prior written agreement of the Authority (not to be unreasonably withheld or delayed) provided that the Supplier will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Employees.
- 33.8 Where the Supplier is an Admission Body, the Supplier shall award benefits (where permitted) to the Eligible Employees under the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by their former Scheme employer (as defined in the LGPS Regulations).
- 33.9 Where the award of benefits in clause 33.8 is not permitted under the LGPS or the Supplier is not an Admission Body, the Supplier shall award benefits to the Eligible Employees which are identical to the benefits the Eligible Employees would have received under the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by their former Scheme employer (as defined in the LGPS Regulations).
- 33.10 Under clauses 33.8 and 33.9, where such benefits are of a discretionary nature, they shall be awarded on the basis of the former Scheme employer's (as defined in the LGPS Regulations) written policy in relation to such benefits at the time of the Commencement Date (which the Authority shall provide on request). Where the payment of such benefits is not, for whatever reason, possible, the Supplier shall compensate the Eligible Employees in a manner which is broadly comparable or equivalent in cash terms.
- 33.11 The Supplier hereby indemnifies the Authority and the Chief Constable if applicable and/or successor supplier and, in each case, their Sub-contractors from and against any losses suffered or incurred by it or them which arises from claims by Eligible Employees of the

Supplier and any Sub-contractors or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which losses:

- (a) relate to pension rights in respect of periods of employment on and after the Commencement Date until the termination or expiry of this Contract; or
- (b) arise out of the failure of the Supplier to comply with the provisions of this clause 33 (Pensions) before the date of termination or expiry of this Contract.

33.12 Save on expiry or termination of this Contract, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE or otherwise) the Supplier shall:

- (a) consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and
- (b) procure that the employer to which the Eligible Employees are transferred (the "New Employer") complies with the provisions of this clause 33 provided that references to the "Supplier" will become references to the New Employer, references to "Commencement Date" will become references to the date of the transfer to the New Employer and references to "Eligible Employees" will become reference to the Eligible Employees so transferred to the New Employer.

33.13 Where a Sub-contractor employs any Transferring Employees, the Supplier shall procure that the Sub-contractor shall deal with the provision of pension benefits in accordance with this clause 33 (Pensions) as though references in this clause 33 to the Supplier were references to the Sub-contractor and references to the "Commencement Date" were references to the date of transfer to the Sub-contractor. The Supplier shall indemnify and keep indemnified the Authority and the Chief Constable if applicable against breach by the Supplier or Sub-contractor of this clause 33.13.

33.14 The Supplier shall:

- (a) maintain such documents and information as will be reasonably required to manage the pension aspects relating to the Admission Agreement and the Supplier Scheme during the term of the Contract and the onward transfer of any person engaged or employed by the Supplier in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);
- (b) promptly (not exceeding one calendar month) provide the Authority with such documents and information mentioned in clause 33.14(a) which the Authority may reasonably request during the term of and in advance of the expiry or termination of this Contract; and
- (c) fully co-operate (and procure that the trustees of the Supplier's Scheme shall fully co-operate) with the reasonable requests of the Authority relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier in the provision of the Services on the expiry or termination of this Contract.

- 33.15 The provisions of this clause 33 may be directly enforced by an Eligible Employee against the Supplier and the parties agree that the Contracts (Rights of Third Parties) Act 1999 will apply to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to him or her by the Supplier under this clause 33 in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 33.16 Further, the Supplier must ensure that the Contracts (Rights of Third Parties) Act 1999 will apply to any sub-contract to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to them by the Sub-Contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

34. VETTING

- 34.1 The Authority may request any such employees of the Supplier, or any Sub-contractor, who are involved in performing the Services, that it deems necessary to undergo a security vetting procedure or have the Authority's approval and secure vetting to the appropriate level prior to commencing any work on this Contract.
- 34.2 To facilitate the relevant vetting when so requested by the Authority, the Supplier shall provide a list of the names and addresses of all persons (if any) who it is expected will be engaged in the provision of the Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably require to permit appropriate security checking. This may include the requirement for the individuals concerned to provide personal details about family members and financial circumstances and make a personal declaration as to the accuracy of the information provided.
- 34.3 For the avoidance of doubt, where the Authority has requested employees to undergo security vetting, only employees who have completed the vetting process and/or received written confirmation of their successful application can work on this Contract.
- 34.4 If requested by the Authority, the Supplier will be responsible for the vetting costs of all employees, or any Sub-contractor, who are required to be vetted under clause 34.1 above.
- 34.5 The Authority does not accept liability for delays relating to the period between vetting forms being submitted to the Authority and confirmation to the Supplier of the vetting application outcome.
- 34.6 The outcome of vetting and the decision from the Authority is final and binding. Employees who have not received vetting clearance by the Authority are not permitted to work on this Contract and the Supplier shall replace any of its employees who, the Authority shall have decided in its absolute discretion, have failed the appropriate security checking. The Authority shall not have to disclose why an employee has failed security checking. Following the removal of any of the Supplier's employees for failing vetting, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.
- 34.7 The Supplier is responsible for ensuring all personnel supporting the Contract, including but not limited to, Sub-contractors employees are successfully vetted in line with any vetting requested by the Authority and shall ensure throughout the term of the Contract that they are at all times compliant with the vetting requirements of the Authority

- 34.8 It is the Supplier's responsibility to ensure all staff working on this Contract, who need to be vetted in accordance with clause 34.1 above, submit completed forms and supply any information required by the Authority's vetting unit and any changes in circumstances that occur after vetting has taken place during the term of the Contract are notified to the Authority. Any delay in the performance of the Contract resulting from the Supplier's employees or Sub-contractor employees not submitting fully and accurately completed forms and submitting any further information required or from declined vetting applications shall be the responsibility of the Supplier.
- 34.9 The Supplier shall keep an accurate and up to date record of their vetted employees and Sub-contractors employees and must ensure that vetting remains current for any individual involved in the delivery of this Contract.

35. INDEPENDENT OFFICE FOR POLICE CONDUCT

The Supplier must ensure that their staff are made aware of the ability of the Independent Office for Police Conduct (IOPC) to investigate any matters reported to them under the Police and Crime Act 2017 including but not limited to the conduct of the Supplier and their staff.

36. DISPUTE RESOLUTION PROCEDURE

- 36.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Dispute") then except as expressly provided in the Contract, the Parties shall follow the procedure set out in this clause:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Person and the Contract Manager shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Person and the Contract Manager are for any reason unable to resolve the Dispute within the reasonable timescale set out in the Dispute Notice, the Dispute shall be referred to the appropriate senior member of procurement staff of the Authority and a similarly suitable employee of the Supplier who shall attempt in good faith to resolve it; and
 - (c) if the appropriate employees referred to in clause 36.1(b) are for any reason unable to resolve the Dispute within a reasonable time of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("ADR Notice") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than the date set out in the ADR Notice.
- 36.2 Subject to clause 36.3 below, no Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute until the mediation has taken place, provided that the right to issue proceedings is not prejudiced by a delay.
- 36.3 If the Dispute is not resolved at mediation or either Party fails to participate or to continue to participate in the mediation, the Dispute may be finally resolved by the courts of England and Wales in accordance with clause 45.10 in this Contract.

37. TRANSPARENCY

- 37.1 Following the publication of the Statutory Instrument 2012 – Amendment 2479 (<http://www.legislation.gov.uk/uksi/2012/2479/made>), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.
- 37.2 As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:
- (a) All new contracts over the value of £10,000 to be published in full online;
 - (b) All items of spending over £500 per month to be published online.
- 37.3 To meet this requirement the Authority intends to publish all contracts over a value exceeding £10,000 on the Freedom of Information (FOI) page of the Bluelight Procurement Database.
- 37.4 The full list of criteria for which redactions may be permitted as set out as follows:
- (a) Exemptions (absolute or qualified) provided for by the Freedom of Information Act 2000, regarding the disclosure of information;
 - (b) Provisions provided for in the of the Procurement Act 2023, regarding the disclosure of confidential information;
 - (c) Protection of personal privacy as required under the Data Protection Act;
 - (d) The protection of Intellectual Property Rights (IPR);
 - (e) Third party confidential information e.g. contracts with foster carers and child minders.
- 37.5 Information and guidance on understanding exemptions and other FOI matters can be accessed from the Information Commissioner’s Office www.ico.gov.uk.

38. BUSINESS CONTINUITY

- 38.1 The Supplier shall ensure that it implements and maintains at all times a Business Continuity plan.
- 38.2 Where a Business Continuity Event affects the Authority, the Supplier shall comply with instructions from the Authority where applicable as to the order of priority in which the services should be restored.
- 38.3 The Supplier shall undertake regular risk assessments in relation to the provision of the Services not less than once every six (6) months (or such other period as the Parties agree in writing) (commencing from the start of the Contract) and shall provide the results of, and any recommendations in relation to, those risk assessments to the Authority promptly in writing following each review.
- 38.4 The Supplier shall establish, maintain and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how

such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.

39. BARRED LIST

- 39.1 This clause 39 shall apply where the Services being provided under the Contract include functions of a public nature which relate to policing and law enforcement.
- 39.2 In accordance with the Part 4A of the Police Act 1996, no employees of the Supplier, or any Sub-contractor, are permitted to be involved in the provision of the Services if they are on the police barred list published from time to time by the College of Policing (“Barred List”).
- 39.3 The Supplier is responsible for ensuring all personnel supporting the Contract, including but not limited to, Sub-contractors employees are not on the Barred List and shall ensure throughout the term of the Contract that they are at all times compliant with the requirements of clause 39.2 above.
- 39.4 To enable the Authority to comply with its duties under Part 4A of the Police Act 1996, when so requested by the Authority, the Supplier shall provide a list of the names of all persons who it is expected will be engaged in the performance of the Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably require to permit the Barred List and the Police Advisory List to be checked.
- 39.5 The outcome of any check made pursuant to clause 39.4 above and the decision from the Authority in respect of the same is final and binding. Employees who are found by the Authority or notified to the Authority as being on the Barred List are not permitted to work on this Contract and the Supplier shall replace any of its employees or Sub-contractor’s employees who are on the Barred List.
- 39.6 Following the removal of any of the Supplier’s or Sub-contractor’s employees in accordance with clause 39.5 above, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.

40. IMPROVING VISIBILITY OF SUBCONTRACT OPPORTUNITIES AVAILABLE TO SMES AND VCSES IN THE SUPPLY CHAIN

- 40.1 This clause 40 and clause 41 shall apply where the advertised contract value for the Contract was valued above £5 million per annum,
- 40.2 The Supplier shall:
- (a) subject to clause 40.4, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the term of the Contract;
 - (b) within 90 days of awarding a subcontract to a sub-contractor, update the notice on Contracts Finder with details of the successful sub-contractor;
 - (c) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the term of the Contract;

- (d) provide reports on the information at clause 40.2(c) to a Authority in the format and frequency as reasonably specified by the Authority; and
 - (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 40.3 Each advert referred to at clause 40.2(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 40.4 The obligation at clause 40.2(a) shall only apply in respect of subcontract opportunities arising after the contract award date.
- 40.5 Notwithstanding clause 40.2, the Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

41. MANAGEMENT CHARGES AND INFORMATION

- 41.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Authority which incorporate the data described in the MI Reporting template which is:
- (a) the total contract revenue received directly on a specific contract;
 - (b) the total value of sub-contracted revenues under the contract(including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 41.2 The SME Management Information Reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Supplier shall use the initial MI Reporting Template which is set out in the Annex to Public Procurement Policy Note 01/18: Supply Chain Visibility Action and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 41.3 The Supplier further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

42. FORCE MAJEURE

- 42.1 Subject to the remaining provisions of this clause 42 (and, in relation to the Supplier, subject to its compliance with its obligations in clause 38), a Party may claim relief under this clause 42 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

- 42.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 42.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this clause 42 to the extent that consequences of the relevant Force Majeure Event:
- (i) are capable of being mitigated by any of the Services but the Supplier has failed to do so; and/or
 - (ii) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.
- 42.4 Subject to clause 42.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 42.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 42.6 Provided the Affected Party has complied with the clauses above, it shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations which is as a result of a Force Majeure Event and the time for performance of such obligations shall be extended accordingly.
- 42.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- 42.8 Relief from liability for the Affected Party under this Clause 42 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under clause 42.7.
- 42.9 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

43. SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Sub-contractors

- 43.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
- (a) manage any Sub-contractors in accordance with Good Industry Practice;

- (b) comply with its obligations under this Contract in the delivery of the Services; and
 - (c) assign, novate or otherwise transfer to the Authority or any replacement supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.
- 43.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Authority in writing of:
- (a) the proposed Sub-contractor's name, registered office and company registration number;
 - (b) the scope of any Services to be provided by the proposed Sub-contractor; and
 - (c) where the proposed Sub-contractor is connected to the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm's-length" terms.
- 43.3 If requested by the Authority within 10 Working Days of receipt of the Supplier's notice issued pursuant to clause 43.2, the Supplier shall also provide:
- (a) a copy of the proposed Sub-contract; and
 - (b) any further information reasonably requested by the Authority.
- 43.4 The Authority may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to clause 43.2 (or, if later, receipt of any further information requested pursuant to clause 43.3), object to the appointment of the relevant Sub-contractor if it considers that:
- (a) the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;
 - (b) the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;
 - (c) the proposed Sub-contractor employs unfit persons; and/or
 - (d) the proposed Sub-contractor should be excluded in accordance with clause 43.12;
- in which case, the Supplier shall not proceed with the proposed appointment.
- 43.5 If the Authority has not notified the Supplier that it objects to the proposed Sub-contractor's appointment by the later of 10 Working Days of receipt of:
- (i) the Supplier's notice issued pursuant to clause 43.2; and
 - (ii) any further information requested by the Authority pursuant to clause 43.3;
- the Supplier may proceed with the proposed appointment.
- 43.6 Except where the Authority has given its prior written consent, the Supplier shall ensure that each Sub-contract shall include:
- (a) provisions which will enable the Supplier to discharge its obligations under this Contract;

- (b) a right under Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce any provisions under the Sub-contract which are capable of conferring a benefit upon the Authority;
- (c) a provision enabling the Authority to enforce the Sub-contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority;
- (e) obligations no less onerous on the Sub-contractor than those imposed on the Supplier under this Contract in respect of:
 - (i) data protection requirements set out in clause 30 (Data Protection);
 - (ii) FOIA requirements set out in clause 31 (Freedom of Information and environmental information regulations);
 - (iii) vetting requirements set out in clause 34 (Vetting); and
 - (iv) the keeping of records in respect of the services being provided under the Sub-contract in accordance with clause 44 (Records and Audits access);
- (f) provisions enabling the Supplier to terminate the Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under this Contract;

43.7 The Supplier shall not terminate or materially amend the terms of any Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

Supply chain protection

- 43.8 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions:
- (a) giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;
 - (b) requiring the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - (c) that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-clause (b), the invoice shall be regarded as valid and undisputed for the purpose of sub-clause (d) after a reasonable time has passed;
 - (d) requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed;

- (e) giving the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) requiring the Sub-contractor to include a clause to the same effect as this clause in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract

43.9 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within 30 days of verifying that the invoice is valid and undisputed;

Termination of Sub-contracts

43.10 The Authority may require the Supplier to terminate a Sub-contract where:

- (a) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to clause 20 (Termination);
- (b) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law;
- (c) there is a Change of Control of the relevant Sub-contractor, unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

Retention of Legal Obligations

43.11 Notwithstanding the Supplier's right to sub-contract pursuant to this clause 43, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by the Supplier and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that employees of the Supplier and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

Exclusion of Sub-contractors

43.12 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Section 28 of the of the Procurement Act 2023, then:

- (a) if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;
- (b) if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

44. RECORDS AND AUDIT ACCESS

- 44.1 The Supplier shall keep and maintain for seven (7) years after the Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Authority.
- 44.2 The Supplier shall keep the records and accounts referred to in clause 44.1 in accordance with Good Industry Practice and all Laws.
- 44.3 the Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditors is outside of the control of the Authority.
- 44.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
- (a) all information within the scope of the audit requested by the Auditor;
 - (b) reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - (c) access to the Supplier's personnel.
- 44.5 If an audit reveals that the Supplier has overpaid any charges due in respect of any one year then, without prejudice to the Authority's other rights under this Contract, the Supplier shall reimburse the Authority such overpaid charges and its reasonable costs incurred in relation to the audit.
- 44.6 If an audit reveals that a Material Breach has been committed by the Supplier, the Authority shall be entitled to terminate this Contract.
- 44.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the audit.

45. GENERAL

45.1 Assignment and subcontracting

- (a) The Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract in the event of a change in the legal status of the Authority by reason of any statute.
- (b) The Supplier must not assign, transfer or sub-let the Contract or any part, share or interest in it either directly or indirectly to any person and shall not sub-contract except in accordance with this Contract.
- (c) The Supplier will be liable under this Contract irrespective of any sub-contracting.
- (d) If there is a breach of the provisions of this condition, the Authority shall be entitled to cancel the Contract immediately and clause 20 will apply.

45.2 Notices

- (a) Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to the that Party at its registered office (if it is a company) or its principal place of business or such other address as either Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 45.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

45.3 Severance

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

45.4 Variation

Subject to clause 8, no variation of this Contract, any Purchase Order, Purchase Order Amendment or any document referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties (save for any documents referred to in this Contract which may expressly or implicitly vary from time to time). In the case of the Authority this must be by an Authorised Person.

45.5 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

45.6 Third party rights

- (a) Except as expressly provided in clause 45.6(b) below, a person who is not party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- (b) The Chief Constable also has the benefit of this Contract and is able to enforce all the Supplier's obligations set out in the Contract.

- (c) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to any other party.

45.7 Counterparts

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

45.8 Entire Agreement

- (a) This Contract, and any documents referred within it, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

45.9 Status

- (a) The relationship of the Supplier (and the Supplier's employees) to the Authority will be that of independent contractor and nothing in this Contract shall render it (nor the Supplier's personnel) an employee, worker, agent or partner of the Authority or the Chief Constable if applicable and the Supplier shall not hold itself out as such and shall procure that the Supplier's employees shall not hold themselves out as such.
- (b) Neither the Supplier nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority in the performance, variation, release or discharge of any obligation.
- (c) This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the Authority and the Chief Constable if applicable for and in respect of:
 - (i) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Supplier's employees in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the Employer and the Chief Constable if applicable against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority or the Chief Constable in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
 - (ii) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the

Supplier's employees against the Authority or the Chief Constable arising out of or in connection with the provision of the Services.

- (d) The Authority may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.
- (e) The Supplier warrants that it is not nor will it prior to the cessation of this Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

45.10 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, laws of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Section Three: Special Conditions

1. The Supplier must take out and maintain insurance adequate to cover the risks set out in the Contract and in any event shall take out and maintain the following insurance coverages:
 - a) Public Liability – minimum £5million cover
 - b) Employer’s Liability – minimum £5million cover
 - c) Motor Traders Policy / Vehicle Accumulation Insurance – minimum £10million cover

Section Four: Specification / Statement of Requirements



STATEMENT OF REQUIREMENTS

FOR THE PROVISION OF:

VEHICLE RECOVERY SERVICES FOR WEST YORKSHIRE POLICE

CONTRACT REF: 069-POL-24

Estimated Contract Dates: 01/12/2025 – 31/11/2029
(with the option to extend for a further 24 months)

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1. Introduction

1.1. This Invitation to Tender (ITT) was issued by the West Yorkshire Combined Authority (the "Contracting Authority" (CA)) in connection with a competitive procurement for the provision of Vehicle Recovery Services on behalf of West Yorkshire Police (WYP). The procurement was conducted in accordance with the Open Procedure under the Procurement Act 2023.

1.2. The Vehicle Recovery Service requirement was tendered in eight (8) geographical Lots across the West Yorkshire Police Force area as detailed below. Maps are available for each geographical Lot at **Appendix 2: Geographical Lots / Maps**.

Lot 1 - Leeds North West
Lot 2 - Leeds North East
Lot 3 - Leeds South
Lot 4 - Wakefield / Pontefract
Lot 5 - Kirklees
Lot 6 - Calderdale
Lot 7 - Bradford South
Lot 8 - Bradford North

1.3. Vehicle Recovery Operators were able to bid for either one or multiple Lots but could only be awarded a maximum of three Lots, hence had to state clearly their order of preference for the Lots if bidding for multiple Lots.

1.4. Vehicle Recovery Operators had to complete one (x 1) **Tender Response Document - Section 2 and Section 3** for each Lot they bid for.

1.5. Vehicle Recovery Operators bidding for multiple Lots had to demonstrate their capacity to deliver the service in terms of staff, premises, storage requirements and recovery vehicles for all such Lots.

1.6. The intention is to award the resulting contracts for a period of four (4) years with an extension option of two (2) further years.

1.7. The Transfer of Undertakings (Protection of Employment) Regulation 2006 (SI 2006/246) (TUPE) potentially applied in respect of the award of any Contract and that for the purposes of the Regulations it was advised that the undertaking shall transfer to the Contractor on the commencement of any Contract.

1.8. The incumbent Vehicle Recovery Operators for Lot 4: Wakefield / Pontefract, Lot 5: Kirklees, Lot 6: Calderdale and Lot 7: Bradford South identified staff that they believed were subject to TUPE. Stage One General Employment Information (anonymised) was available to tenderers upon request via the submission of the signed Non-Disclosure Agreement (see **Appendix 17: TUPE – Non-Disclosure Agreement**) through the Correspondence area for this Tender of the Bluelight E-Tendering Portal (<https://sell2.in-tend.co.uk/blpd/home>).

1.9. Tenderers were advised to seek their own legal advice regarding TUPE.

2. Background

2.1. Multiple contracts are required for the provision of vehicle recovery services, plus the recovery of other items on behalf of West Yorkshire Police (WYP).

2.2. It is intended that a Contract will be awarded in respect of each of the eight (8) geographical Lots split across the WYP Force area as detailed below (**see Appendix 2: Geographical Lots / Maps**):

- Lot 1 - Leeds North West
- Lot 2 - Leeds North East
- Lot 3 - Leeds South
- Lot 4 - Wakefield / Pontefract
- Lot 5 - Kirklees
- Lot 6 - Calderdale
- Lot 7 - Bradford South
- Lot 8 - Bradford North

2.3. The contracts are anticipated to commence on the 1st December 2025 and expire on the 30th November 2029, with an option to extend for two (2) further years.

2.4. Approximately 21,715 vehicles including Police vehicles and other items are recovered per annum across the WYP Force area described in this specification.

2.5. The number of recoveries are based on historical data as described in the specification **but are not guaranteed in regard to future volumes and business**. Bidders must carefully consider their commercial position in the event that actual recoveries are fewer than the recent data indicates. Vehicle Recovery Operators shall not be entitled to any compensation in the event of a shortfall against the historical data provided.

2.6. For more information on West Yorkshire Police Force please visit: <http://www.justiceinspectorates.gov.uk/hmic/west-yorkshire/>

3. Scope and Specification

3.1. WYP intends to award contracts to multiple Vehicle Recovery Operators across the eight (8) geographical Lots.

3.2. Based on the total volume of recoveries during the calendar year 2024 it is estimated that WYP recover approximately 21,715 vehicles per annum. These recoveries include but are not limited to:

3.2.1. Light Vehicles up to 3,500kg

- 3.2.2. Heavy Vehicles over 3,500 kg
- 3.2.3. Two Wheeled Vehicles
- 3.2.4. Hybrid/Electric Vehicles
- 3.2.5. Police Vehicles
- 3.2.6. Vehicle Parts
- 3.2.7. Palletised Goods

3.3. Previously there has been a requirement to recover other items such as ATMs, boats, wardrobes, tyres and plant machinery, hence confirming that this list is not exhaustive.

3.4. The table below provides potential tenderers with indicative volumes for each of the WYP Lots broken down into types:

Area	Motorcycles	Cars	Heavy Vehicles	Other Items	Totals
LOT 1 Leeds North West	295	2282	8	19	2604
LOT 2 Leeds North East	223	2040	5	10	2278
LOT 3 Leeds South	204	1891	7	11	2113
LOT 4 Wakefield/Pontefract	313	2327	17	9	2666
LOT 5 Kirklees	295	3442	15	9	3761
LOT 6 Calderdale	167	1965	19	24	2175
LOT 7 Bradford South	153	3998	16	4	4171
LOT 8 Bradford North	301	1640	3	3	1947
Totals	1951	19585	90	89	21715

3.5. The table below provides potential tenderers with indicative volumes for all WYP lots broken down into reasons:

OFFICIAL SENSITIVE - COMMERCIAL

REASON	NUMBER RECOVERED
AAMV	3090
Owners Request	87
BOMV	234
DVLA	497
DVLA (FRV)	10
OBST	219
OPL / Traffic Offences	155
Police Vehicles	808
RTC	3980
RTC (Life Altering)	190
S59	212
Stolen	2804
Uninsured (S165)	7042
Unlicenced (S165)	982
Used in Crime	1405
TOTAL	21715

- 3.6. Please note that the resulting Contracts and these indicative volumes do not guarantee future volumes and business. Vehicle Recovery Operators shall not be entitled to any compensation in the event of a shortfall against the historical data provided in this Statement of Requirements.
- 3.7. The recoveries can be on or off-road and can occasionally be difficult to access. In addition, vehicles may be damaged and/or burnt out.
- 3.8. In the event of a significant or major incident involving multiple vehicles requiring further resource the Vehicle Recovery Operator may utilise other Vehicle Recovery Operators as they see fit, acting at all times reasonably and in the best interest of WYP to assist with that particular incident but not further or otherwise.
- 3.9. Vehicle Recovery Operators will need to be able to attend incidents within the Attendance Times shown at **Appendix 14: Contract Management KPIs**.
- 3.10. Legislation empowers the Police to remove, or arrange for the removal of vehicles which are abandoned or appear to have been abandoned, stolen, broken down, damaged, causing an obstruction or danger, being driven in an antisocial manner, used in crime, being driven or believed to have been driven without insurance or the correct driving licence and those, under devolved powers, that have no excise licence and use Vehicle Recovery Operators to assist them in the removal, storage and disposal of these vehicles.

- 3.11. The Police service in general can never transfer or rid themselves of civil liability, but by selecting Vehicle Recovery Operators with quality equipment, trained operatives, set standards and specifications, they will be able to demonstrate reasonable care in selection.
- 3.12. The object of the West Yorkshire Police scheme is for Vehicle Recovery Operators to offer a complete service for the recovery removal and storage of vehicles, vehicle related parts, non -vehicular items, irrespective of make, model, age or condition, which has been involved in an accident, is broken down, uninsured/unlicensed, used in an antisocial manner, abandoned, used in crime, burnt out or in any way interrupting the free passage of the highway. Loads from the highways, footways and any other place to which the Operator has access to in accordance with any other conditions and safety requirements laid down by West Yorkshire Police and any other terms which form part of this agreement.
- 3.13. The administration and management of this contract is via WYP Operational Contracts as per the structure shown at **Appendix 1: Operational Contracts Structure**.
- 3.14. The Vehicle Recovery Operators are required to hold the following minimum liability insurance throughout the duration of this contract:
- 3.14.1. Public Liability – minimum £5million cover
 - 3.14.2. Employer’s Liability – minimum £5million cover
 - 3.14.3. Motor Vehicle Insurance – minimum £5million cover
 - 3.14.4. Motor Traders Insurance – minimum £5million cover
 - 3.14.5. Motor Traders Policy / Vehicle Accumulation Insurance – minimum £10million cover

4. Applicable National Accreditation

- 4.1. All Vehicle Recovery Operators are to be accredited and registered to PAS 43 standard. Your PAS 43 accreditation must be registered to the premises that the service provision will operate from. Any additional operating site/s you intend to use to deliver all or part of this service will have to hold a PAS 43 accreditation. PAS 43 is considered to be a minimum standard whilst operating on the WYP scheme when coupled with ISO 9001. It is expected that the recommendations and requirements of PAS 43 or as subsequently amended are complied with at all times and that registration is continued throughout the duration of the contract including any extension periods. PAS 43 contains the requirements for the management of road with the aim of increasing safety and promoting best practise. During any contract WYP reserves the right to make regular spot checks on these requirements at any

reasonable times. Any changes to the operating location must be discussed and agreed with WYP.

5. Staff

- 5.1. Operators will ensure that all employees are fit and capable to carry out their duties, particularly with regards to dealing with motorist who are vulnerable due to the nature of their situation and in respect of the handling, recording and storage of their property. If WYP notifies the Vehicle Recovery Operator that a particular employee is not acceptable then no further information will be given and such employees shall not be permitted to be used in connection with this scheme.
- 5.2. In order to ensure that all persons responsible for an incident are competent to undertake vehicle recovery they must be PAS 43 compliant. All members of the Vehicle Recovery Operator's team attending each incident must have undergone a nationally accredited course of instruction in vehicle recovery and shall produce certification to that effect, this does not apply in the case of trainees attending with qualified personnel. All persons attending will be at least 18 years of age.
- 5.3. A suitable course shall be the National Highway Sector Scheme (NHSS17) for Vehicle Recovery accredited and administrated by the Institute of Vehicle Recovery (IVR). However, other nationally recognised courses of a similar syllabus may be formulated and may, subject to approval, be accepted.
- 5.4. Every member of a Vehicle Recovery Operator's team will, before working independently on the scheme, have received as a minimum, training in the three core modules of the IVR NHSS or an equivalent qualification. The skills card or "passport" identity document that is provided to successful candidates of this training will be worn conspicuously at all times when attending incidents on behalf of WYP.
- 5.5. In addition, operatives will have successfully completed training to the IVR NHSS in modules relating to any addition equipment that they may reasonably be expected to operate during any recovery.
- 5.6. Any operative attending any incident must have additionally passed the IVR 19 Module in Forensic Awareness or equivalent qualifications.
- 5.7. Each Vehicle Recovery Operator must have a minimum of two employees that have completed the Incident Managers module IVR 21 or equivalent qualification. The incident manager should attend every incident where the Vehicle Recovery Operator has been informed that the incident is fatal or potentially fatal or where it is deemed that there is a need for such a person. These staff must be identified to WYP on request.
- 5.8. All staff that attend the recovery of an Electric/Hybrid vehicle or are involved in dealing with the vehicle once recovered must as a minimum have completed the IVR27b Handling of Electric/Hybrid Vehicles (Industry Specific) or equivalent qualification. An

additional suggested course is the IMI Level 2 Award in Electric/Hybrid Vehicle Hazard Management for Emergency & Recovery Personnel.

- 5.9. All Vehicle Recovery Operator's must take due regard for any additional/new IVR modules that becomes available during the duration of this contract and that are relevant to their area of business.
- 5.10. All employees must have the appropriate driving licence for the class of vehicle that they are to drive, have completed a First Aid module/course, have the appropriate training and be vetted to the relevant standard before they have any involvement with the recovery of vehicles etc. under this contract. These must all be submitted to the Operational Contracts Manager who will approve their use on the scheme. These qualification and licences must always remain relevant and current during the life of this contract.
- 5.11. Where legally required, Vehicle Recovery Operators must have the appropriate Operators licence and ensure that where required drivers hold the required drivers CPC.
- 5.12. All persons attending an incident must wear suitable reflective clothing including reflective over trousers to current BS EN471 or equivalent (class 2/3 garments) at all times during a recovery operation. These garments must be maintained in a clean and serviceable condition so as not to adversely affect their reflective qualities.
- 5.13. Owners, Directors, and Managers will be vetted to Non-Police Personnel Vetting (NPPV) Level 3, office staff who have access to personal details and/or the ELVIS database will be vetted to NPPV Level 2 and all recovery drivers/yard staff will be vetted to NPPV Level 1.
- 5.14. Vetting must be successfully passed prior to the award of the contract and periodically throughout the term of the contract. Annual reviews will also be required for those vetted to NPPV Level 3. Staff that are not vetted must not be used on the contract until such time as the vetting has been completed and you have been notified that all is in order.
- 5.15. WYP should be notified in writing by the Vehicle Recovery Operator of any staff associated with this call-of contract leaving or joining the organisation or any changes in circumstances that may affect the vetting of any individual within a week of being made aware of same.
- 5.16. It is incumbent on the Vehicle Recovery Operator to employ sufficient suitably qualified and trained staff to always allow for the continuity and resilience of this contract and especially at holidays and during absences.
- 5.17. When the Police require a witness statement for any reason the Vehicle Recovery Operator will ensure that their employee will fully cooperate with the request.

6. Premises Standards

- 6.1. The quality of the Vehicle Recovery Operators premises is of paramount importance to this Contract and as such will be monitored throughout the term of the contract in line with the key performance indicators identified at **Appendix 14: Contract Management KPIs**. It is vital that premises meet the standards as set out in **Appendix 6: Premises Requirements (General)** and **Appendix 7: Premises / Equipment Requirements (Examination Areas)**.
- 6.2. The standard and accessibility of the premises must comply with the requirements of all relevant legislation, including health and safety acts and regulations as well as the Equality Act 2010.
- 6.3. The premises must be compliant with all relevant laws and regulations in regard to the building, premises, site and the safe access and egress thereto for members of the public, Police Officers and Police staff.
- 6.4. Due regard should be given to providing a suitable disabled parking bay and access to the site for members of staff and/or visitors.
- 6.5. The Vehicle Recovery Operator shall with due diligence and in a professional manner carry out recovery, parking and storage, using materials and workmanship which comply with the standards, and in accordance with all statutory provisions and conditions of approval regulation this contract, including all appropriate Acts and Regulations.
- 6.6. The Vehicle Recovery Operator will ensure that premises are available for the storage of vehicles which it is anticipated will be kept at the request of WYP pending the outcome of Court proceedings or which are the subject of protracted enquires. Such vehicles will be deemed as 'Long Term' Vehicles. The number of long-term vehicles at any one time is unpredictable and Vehicle Recovery Operators should be able to make additional storage provision if required. For example, by transferring them at no cost to WYP to another Operator on this contract who has capacity to store or at additional premises owned by the Vehicle Recovery Operator and approved by WYP.
- 6.7. The premises must have adequate and suitable facilities to cater for the reasonable comfort and needs of all persons involved in incidents, until they are able to resume their journey. This includes the provision of a clean rest room, hot drinks, the use of a telephone and easily accessible clean toilets with hot and cold running water. Welfare facilities will be monitored on a regular basis, spot checked and must be maintained and cleaned, ensuring hygienic conditions are met.
- 6.8. The requirement for vehicles to be completely dry to allow for fingerprint examination is of the utmost importance. The areas allocated for investigation purposes must remain clean, tidy and free from any obstructions at all times, and should be completely independent of any other workshop or repair activities.
- 6.9. The examination areas must be reserved for the exclusive use of WYP and may not be used for general storage to ensure standards are maintained.

- 6.10. The storage of all recovered vehicle shall be in accordance with all current environmental legislation, In support of this an adequate section of the compound surface shall be on an impermeable material. The ground of the outside storage space upon which the vehicles are to be stored must be level, of hard standing and remain well drained and free from standing water.
- 6.11. Any new premises adopted for use on any Contract must meet the requirements as set out in this specification and will need to first be inspected and approved in writing by WYP before they are used in the performance of WYP's Contract.
- 6.12. The Vehicle Recovery Operator must notify Operational Contracts of any incidents that involve the security of their premises or of any vehicle stored under this service within 24 hours of such incident occurring. The Vehicle Recovery Operator must also notify Operational Contracts of enquiries by, or referrals to, the Traffic Commissioners, the Health & Safety Executive, any other Police Force or the Environment Agency where the incident relates to the business or the activities of one of the vetted employees.
- 6.13. Vehicle Recovery Operators must maintain a written record of visits by Authorised WYP personnel indicating times of arrival and reasons for visit. A record should also be made of visits by any other person i.e. Owner/driver of vehicles recovered, representatives of Insurance companies. This record should be available for inspection by WYP at any reasonable time.

7. Days/Hours of Operation & Accessibility

- 7.1. Vehicle Recovery Operators must provide hours of operation that allow the biggest window of opportunity for accessibility to allow members of the public to collect their vehicles. This should include the ability to collect vehicles at weekends and bank holidays. At the minimum they should be open normal office hours, i.e. between 0900 hours and 1700 hours Monday to Friday and 0900 hours to 1300 hours Saturday.
- 7.2. The Vehicle Recovery Operator shall allow access to the premises for WYP Officers/Staff or persons acting on their behalf in order to examine vehicles during office hours. In some circumstances examinations may be required outside of these hours, e.g. examination and search of vehicles involved in serious incidents. This access must be provided, at no additional cost, ensuring that such persons are fully insured whilst on the premises. Reasonable assistance to the Examining Officers must be provided as requested. Access to vehicles by other persons should be refused until such time as all examinations have taken place, unless instructed by WYP.
- 7.3. Where out of hours access is required by WYP Officers/Staff, the Vehicle Recovery Operators must be contactable on the dedicated phone line provided to arrange this. This will be at no cost to WYP.

8. Recovery Vehicles

- 8.1. The Vehicle Recovery Operator must have the capacity and operational capability to respond to and recover multiple incidents/vehicles at any one time and in accordance with current legislation, including the standards of vehicles used and methods of recovery undertaken. See **Appendix 8: Recovery Vehicle Specification** for the types and number of vehicles required.
- 8.2. The Vehicle Recovery Operator must have the capability to carry out covered recoveries (i.e. a tarpaulin) to hide the identity of the vehicle, or where either the vehicle or items inside need to be hidden from view and/or to protect them from the elements.
- 8.3. The Vehicle Recovery Operator must also have the ability to carry out a full forensic recovery in a covered vehicle (covered recovery) or should have suitable written arrangements with another WYP approved Vehicle Recovery Operator to provide this service by the time any Contract commences. Covered recovery in this context means the use of a recovery vehicle which has a rigid canopy style cover in which to enclose the casualty vehicle i.e. curtain side which can be deployed/fitted over the casualty vehicle but ensuring that no part of the canopy comes into contact with the casualty vehicle at any time.

9. ELVIS System

- 9.1. WYP operates an internet-based system called ELVIS (current version 3.42.0) to deploy, manage and provide a full audit trail for the Vehicle Recovery service. It is a requirement that any Vehicle Recovery Operator that is successful will be able to work with WYP in accordance with the ELVIS system and its required processes. The Vehicle Recovery Operator must maintain a broadband connection and allow an upgrade to the latest version of Microsoft's Internet Explorer/Edge at any point during the Contract period. Full training on this system will be given by WYP prior to commencement of any Contract. Brief details of this system can be found at the following link <https://elvisvr.westyorkshire.police.uk/>
- 9.2. The utilisation of ELVIS and the efficient record keeping via this system has been identified as a key performance indicator for this contract and as such will be monitored throughout the term of the contract in line with the key performance indicators identified at **Appendix 14: Contract Management KPIs**.

10. Call Out

- 10.1. The Vehicle Recovery Operators will receive all recovery requests via the ELVIS system. There will subsequently be a follow up call from the WYP control room. The Vehicle Recovery Operator must provide a dedicated telephone line for WYP's use. This number must be manned 24/7/365(6) and used for calls from WYP in relation to recoveries and should not be given to the general public. Call handling for a Vehicle

Recovery Operator via a third party is not permitted, except with express prior written permission from WYP.

- 10.2. The Force will, wherever possible, provide Vehicle Recovery Operators with sufficient information to enable them to attend with a suitable vehicle at the scene of a recovery within their appointed area.
- 10.3. At the point of a recovery request the appointed Vehicle Recovery Operator must be able to deploy qualified staff with a suitable vehicle to the scene of a recovery within their appointed area in accordance with the Attendance Times set out in **Appendix 14: Contract Management KPIs**. The Vehicle Recovery Operator must inform WYP Control Room immediately if any delay is anticipated or encountered.
- 10.4. Details of all vehicles/items which are removed to a Vehicle Recovery Operator's premises will be recorded on the ELVIS system. All activities in relation to the vehicle (or other item), e.g. inspections, examinations, movement etc., will also be recorded using the ELVIS database and must be kept up to date at all times.

11. Recovery

- 11.1. To avoid the possibility of complaints or claims, accurate and complete records must be maintained. Vehicle Recovery Operators are required to take clear digital photographs at the scene to provide evidence relating to both the correct charging of current statutory fees and the condition of the item at the time of recovery. These photographs should show the front of the vehicle, back of the vehicle, both sides, the windscreen, and if possible the interior dashboard and any existing damage before any recovery takes place. Photographs must be sufficient to show the location of the vehicle/item in relation to the road and where visible must include the Vehicle Identification Number (VIN), to assist with vehicle identification. Once the vehicle is recovered to the premises, where entry is permitted to the vehicle, interior photos should be taken including but not limited to the glove compartment and boot areas, showing any damage/and or property. A photo of the stamped in vin and a clear image of the front or rear number plate should also be taken and all photos uploaded to the ELVIS record.
- 11.2. Police Investigators may be reluctant to allow the taking of photographs at some scenes, e.g. Life Altering/Fatal RTC's. Vehicle Recovery Operators should ask the Senior Investigating Officer (SIO)/Officer in Case (OIC) to permit this to take place and then provide a copy of the photographs to the SIO/OIC if required for the purposes of fulfilling disclosure laws. If permission is not granted this should be noted along with the Officer's collar number on the Elvis record.
- 11.3. Where photography at the scene is not granted or beyond the capability of the camera (weather conditions or location for example), the vehicle/item should be photographed as soon as conditions permit. All photographs must be digitally stored and uploaded onto ELVIS as soon as practicable.

- 11.4. If a Vehicle Recovery Operator receives a recovery request from the WYP Control Room but receives no ELVIS notification, the Vehicle Recovery Operator must notify Operational Contracts immediately. If this is out of normal working hours the Vehicle Recovery Operator should send an email to the Vehicle Recovery Mailbox, providing the log number, log date, time of recovery, make and model of the vehicle and vehicle registration as a minimum. No payments can be made without an ELVIS record.
- 11.5. In the event of a significant or major incident involving multiple vehicles requiring further resources the Vehicle Recovery Operator may utilise other Vehicle Recovery Operators as they see fit acting at all times reasonable and in the best interest of West Yorkshire Police to assist with that particular incident but not further or otherwise.
- 11.6. The deployed Vehicle Recovery Operator will carry out a dynamic risk assessment and co-ordinate all removals, in liaison with and under the direction of the SIO/OIC at the scene. Where additional resources are required, it will be the responsibility of the deployed Vehicle Recovery Operator to arrange these resources in consultation with the SIO/OIC.
- 11.7. Wherever possible the method of recovery, transport, off-loading, storage and access to the vehicle will be agreed with the SIO/OIC at the scene. However, in the absence of such a formal agreement, good practice will necessitate that vehicles are lifted from the scene of an incident using a damage free technique and placed at the Collision Investigation Unit (CIU) or the Vehicle Recovery Operator's designated examination bay in a similar manner. Where this physically cannot be achieved, the SIO/OIC must be informed and advised of any proposed recovery methods and the implications as to the possible loss of evidence or additional damage that may be caused. This must be recorded on ELVIS.
- 11.8. If specialist equipment or facilities are required to complete the task, Vehicle Recovery Operators are responsible for arranging this. Any specialist sub-contractors used are the Vehicle Recovery Operator's responsibility and must work under their instruction and must, except in exceptional circumstances have been vetted by WYP. Exceptional circumstances will be, for example, where there is significant and immediate risk to persons or property, which can only be overcome by the urgent use of specialist sub-contractor(s). Where there is any disagreement between the Vehicle Recovery Operator and WYP in regard to what constitutes exceptional circumstance, WYP's determination in regard to the same, acting reasonably, shall be final and binding. Additionally, the WYP control room may be able to provide assistance where difficulty is experienced with scene clearance, e.g. if fire and rescue services, Highways or the Local Authority is required.
- 11.9. The Vehicle Recovery Operator must ensure that the site of the recovery scene is suitably cleaned up, to ensure the free flow of traffic and the safety of other road users.

- 11.10. If the battery of an Electric Vehicle becomes detached in any way, either during an accident or is in the process of being removed at a chop shop, ADR regulations apply for the movement of the vehicle.
- 11.11. There will be circumstances where WYP require the item/vehicle recovered to be conveyed either to premises within the Force area, other than the Vehicle Recovery Operators' approved premises, or to/from premises outside of the Force area. In addition, WYP may require a vehicle to be recovered back to any Police site within the county of West Yorkshire without incurring any additional costs other than those outlined. WYP may use their own internal arrangements to carry out this requirement.

Vehicles involved in Serious Road Traffic Collisions or Serious Crime

- 11.12. The Vehicle Recovery Operator must liaise with the OIC/CIU at the scene and comply with that Officer's direction, including but not limited to, the delivery of the vehicle(s) to the Collision Investigation Unit (CIU) on Stephenson Way, Wakefield 41 Industrial Estate for further investigation.
- 11.13. All vehicles recovered using covered transporters will need to be on skates or similar when delivered to CIU to facilitate the removal of these vehicle, unless lorry mounted crane removal has been agreed with the OIC/CIU before delivery. When a vehicle is being recovered back to CIU, where appropriate, it will need to be lifted from the vehicle by lorry mounted crane onto wheel dollies.
- 11.14. Operational Contracts will contact the Vehicle Recovery Operator to confirm collection of vehicles from CIU, back to the Vehicle Recovery Operator's premises, providing any recovery and continued storage instructions.
- 11.15. Prior to vehicle collection or delivery to CIU, Vehicle Recovery Operators should ring 01924 294955 to make arrangements.
- 11.16. Vehicle Recovery Operators will be required to store in a secure compound, recovered vehicles/items that have been involved in serious/fatal road traffic collisions and crime, ensuring that preventable deterioration, loss of forensic evidence or any further damage due to movement does not take place during their longer-term storage and on-going investigation and proceedings. In certain circumstances WYP may require a Vehicle Recovery Operator to recover a vehicle/items from another area to ensure there are no cross-contamination issues.
- 11.17. If indoor storage is requested and the Vehicle Recovery Operator has insufficient secure indoor storage space available, they may be asked to transfer the vehicle to another Vehicle Recovery Operator on the scheme at no additional cost to WYP.

Recovery of Police Vehicles

- 11.18. The Vehicle Recovery Operator may be asked to recover police vehicles and store overnight or deliver to a Police site. This will normally be within the county of West Yorkshire and will not incur any additional charges for WYP other than the agreed rate in **Appendix 3: Statutory Fees and Charges**.

- 11.19. Outside the WYP garage opening hours all vehicles are to be delivered direct to Carr Gate, Wakefield, WF2 0QD. This also applies to statutory holiday periods and any date specifically designated as a special holiday. Vehicles should not be recovered to a Police division or other location, excluding Armed Response Vehicles, Glass and tyre repair/removal where instructions will be given. Garage opening hours are Monday to Thursday 07.30 a.m. to 15.30, and Friday 07.30 a.m. to 15.00.
- 11.20. Unless specifically instructed otherwise, where there is major fluid leak, Police vehicles must be recovered back to the Vehicle Recovery Operator's premises ensuring the appropriate environmental precautions are taken. Vehicles will be stored overnight and collected by WYP the next working day. Police vehicles will also be collected from the Vehicle Recovery Operator's premises by WYP's nominated contractor. If Police vehicles are collected by the Vehicle Recovery Operator before 12 noon the nominated contractor will collect these from the Vehicle Recovery Operator the same day. If vehicles are collected after 12 noon the nominated contractor will collect within 24hrs.
- 11.21. The Transport Department may make a recovery request of the Vehicle Recovery Operator to recover police vehicles and convey them to premises within the WYP Force area, other than the Vehicle Recovery Operator's approved premises during normal operational hours. This may include heavily damaged vehicles. Minor or roadside repairs, such as replacement of punctured tyres with spare wheels, may also be requested. In all cases where roadside repair is made by an appointed Vehicle Recovery Operator, a full audit trail is required.
- 11.22. The recovery / delivery of Police Vehicles must not be prioritised over the recovery of all other vehicles required to be recovered under this Contract.

12. Storage

- 12.1. The Vehicle Recovery Operator's nominated base(s) must ensure the secure and safe storage of recovered vehicles and/or items. The nominated base(s) must be in the Vehicle Recovery Operator's legal ownership or they must have a legal right to occupy the nominated base(s) for the term of the contract.
- 12.2. Vehicles and/or items removed from incidents which are to be recovered to the Vehicle Recovery Operator's premises and not elsewhere, e.g. CIU, must be taken to the base that has been allocated for that Lot/location and not to a base that has not been checked and approved.
- 12.3. The Vehicle Recovery Operator's base must be located within the 'Attendance Time' travelling distance of their contracted Lot. This is to ensure prompt recoveries, and although this does not preclude Vehicle Recovery Operators deploying a recovery vehicle from another location where the attendance time can be met for the relevant Lot and suitable vehicles are available (as detailed within other areas of this specification), it also ensures that WYP staff are not taken away from their core policing duties for any longer than necessary, maintaining adequate police presence and availability throughout West Yorkshire. Members of the public must also be able

to reach the base conveniently using public transport to ensure that where they have been the victim of crime, they are not caused any further inconvenience or distress when collecting their vehicle.

- 12.4. Vehicle Recovery Operators will be required to store vehicles in a secure compound which will be the nominated base, or such other base as has been previously inspected and approved in writing by WYP prior to use on the Contract. Where vehicles/items are stored outside they must be protected from ingress of water and preventable deterioration must not take place during their storage. WYP require all vehicles/items to be clearly marked with the ELVIS Identification (EID). Vehicle keys must be kept secure and separately from the vehicle in the Vehicle Recovery Operator's premises in an area not accessible by or visible to the public.
- 12.5. The Vehicle Recovery Operators will follow any special instructions issued by WYP in relation to the recovery and aftercare of vehicles/items that are suspected to have been stolen, used in crime or involved in fatal/serious road traffic collisions. For example, the recovered vehicles/property may need to be totally enclosed for protection from the weather to avoid loss of forensic or other evidence. In certain circumstances the OIC will communicate a requirement for a Vehicle Recovery Operator to store recovered vehicles/items for a prolonged period. All vehicles should be stored away from public view. There may also be a requirement to store vehicles/items indoors for the duration of an investigation.
- 12.6. Where a vehicle is transported to a Vehicle Recovery Operator's premises it must be parked in a secure compound or workshop and Vehicle Recovery Operators must take into account any special request from WYP personnel. Recovered vehicles shall be retained in a secure compound at all times until instructed otherwise by a member of WYP. Any subsequent movement of the vehicle whilst at the Operators premises must be carried out in such a manner as to not cause further damage or loss of evidence to the vehicle or vehicle related parts. All movements should be documented on the ELVIS database.
- 12.7. Where a vehicle has been extensively damaged and/or is required for both forensic and mechanical examination, vehicles must be stored under cover in a safe, dry, dust free environment until instructed otherwise by WYP's representative.
- 12.8. If indoor storage is requested and the Vehicle Recovery Operator has insufficient secure indoor storage space available, they may be asked to transfer the vehicle to another Vehicle Recovery Operator.
- 12.9. The storage of vehicles/items at the Vehicle Recovery Operators site/premises shall be at the request of WYP and WYP shall be under no obligation to use the Vehicle Recovery Operator's site/premises for storage and if so requested by WYP, the Vehicle Recovery Operator shall bring the vehicle/item to an alternative site designated by WYP.
- 12.10. All storage will be at no cost to WYP.

13. Release

13.1. Instructions for release to the appropriate party will be issued by WYP via a release document or ELVIS at the earliest opportunity. The ELVIS database should be checked for release instructions on a regular basis. If release is given direct to yourselves from the Officer in Charge (OIC) this must be in the form of an email and the email must be attached to ELVIS and an ELVIS query sent to Operational Contracts.

13.2. For vehicles released under a statutory recovery a Statutory Notice letter must be sent by the Vehicle Recovery Operator as soon as practical to any person as requested by WYP and in line with the legislation. Once storage charges commence, they may be applied to every day that the vehicle remains in storage.

Note: The Statutory Notice shall be served on the person who appears to be the owner by:

13.2.1 Sending the letter, to them at the address on ELVIS and obtaining a proof of postage.

13.2.2 if the person who appears to be the owner is an incorporated Company or body by delivering it to the Secretary or Clerk of the company or body at their registered or principal office, and obtaining a proof of postage.

13.3 The notice requires that in the case of a first and only notice the owner has 7 days from when the notice was served to remove the vehicle. If that notice returns information that another person is now the owner of the vehicle or the Vehicle Recovery Operator receives the information from any other source, then the Operator should send a notice to that person. That person then has 7 days from when the notice is served in which to remove the vehicle. This procedure may have to be repeated on several occasions if further information is received regarding changes of ownership of the vehicle. When the Vehicle Recovery Operator is satisfied that a person is the owner of the vehicle then upon payment they shall be permitted to remove it within that 7-day period.

13.4 When a person wishes to claim a vehicle the Vehicle Recovery Operator can release it, providing the vehicle is not being held for further investigation/examination, together with any property, provided they are satisfied that the person has a right to it and all monies owed are paid.

13.5 The above applies for all vehicles apart from those recovered under section 165 A-C Road Traffic Act 1988, section 59 Police Reform Act 2002 or those vehicles recovered under DVLA devolved powers.

13.6 Vehicles recovered under Section 165 (no insurance/licence) will only be released on payment by the owner to the Vehicle Recovery Operator of the prescribed sums as contained within the legislation along with the production of a signed and stamped seizure notice/release note, and proof of personal identification, unless otherwise instructed to do so by Operational Contracts.

- 13.7 Vehicles recovered under section 59 Police Reform Act will only be released on payment by the owner to the Vehicle Recovery Operator of the prescribed sums as contained within the legislation along with proof of ownership and personal identification, unless otherwise instructed to do so by Operational Contracts.
- 13.8 Vehicles recovered under DVLA devolved powers for untaxed vehicles, will only be released as per the process set out in **Appendix 5: DVLA Recoveries – No Vehicle Excise Licence**.
- 13.9 If HPI checks carried out by Operational Contracts flag up that the vehicle is on finance, details will be added to ELVIS, then it is the Vehicle Recovery Operator's responsibility to contact the Finance Company in order to resolve the matter before the vehicle can be disposed of.
- 13.10 If MIAFTR checks carried out by Operational Contracts flag up that there is an insurance claim on the vehicle, details will be added to ELVIS, then it is the Vehicle Recovery Operator's responsibility to contact the Insurance Company in order to resolve the matter before the vehicle can be disposed of.
- 13.11 False number plates must be removed before any vehicle is collected by the claimant or Disposal Agent and stored in a container until collection by WYP.

14. Recovered Property

- 14.1 All items recovered and their contents must be recorded on ELVIS as soon as possible by the Vehicle Recovery Operator and the Vehicle Recovery Operator must comply with the following conditions:
 - 14.1.1 Upon returning to the Vehicle Recovery Operator's premises, all vehicles must be checked by a minimum of two authorised persons for items of personal property. Vehicles that are recovered for forensic purposes or in connection with PACE/Crime enquiries or are notified as retained following a fatal or potentially fatal traffic incident, must not be searched until any forensic or mechanical examination has been completed.
 - 14.1.2 The Vehicle Recovery Operator is to visually inspect the vehicle and update ELVIS stating that only a visual inspection has been carried out. Property must not be removed from the recovered vehicle or item until all Forensic investigations are complete unless authorised by Operational Contracts. Any items of property found must be logged onto ELVIS.
- 14.2 Property contained within the vehicle that does not require examination by WYP shall be removed immediately, placed in clear plastic bags and sealed with numbered tags with a list of property printed from the ELVIS record. Bags/tags must be provided by the Vehicle Recovery Operators. Black sacks must not be used for this purpose. The glove compartment and boot must be searched. Where it is not possible to search

any secured area, ELVIS must be updated with a comment on the record. Some items of property may be left in the vehicle but should be recorded on ELVIS.

- 14.3 If upon checking the vehicle for property the Vehicle Recovery Operator discovers items that cannot be legally retained (ie. firearms, drugs, cash, hazardous/noxious substances or items of a suspicious nature, etc.) they must notify WYP immediately to have them removed. ELVIS should be updated and the Audit Trail Document should be endorsed accordingly and, where appropriate, signed by the Officer removing the item(s).
- 14.4 If any item is removed by WYP and taken away from the premises of the Vehicle Recovery Operator, this must be updated on ELVIS by the Vehicle Recovery Operator. The permission and the identity of the WYP employee and the Vehicle Recovery Operator's employee must be recorded on ELVIS.
- 14.5 The Vehicle Recovery Operator must ensure that the property store on its premises is kept locked securely at all times and that the keys themselves are held securely. The Vehicle Recovery Operator will restrict the number of key holders commensurate with the operational demands for access bearing in mind the need to maximise and prioritise security.
- 14.6 Upon collection of the property, the Vehicle Recovery Operator must be satisfied that the person(s) collecting the property has a legal right to the items in question. Owners should be asked to check their belongings against the list from ELVIS. The requisite names, addresses and photographic proof of identification (e.g. driving licence, passport, etc.) must be provided before the property is released. The printed receipt from ELVIS should be signed by the claimant. Copies of all documentation relating to the release shall be retained by the Vehicle Recovery Operator and uploaded to ELVIS.
- 14.7 Where a vehicle is removed from a Vehicle Recovery Operator's premises but property remains, the Vehicle Recovery Operator must take appropriate steps to notify the owner that the property has been retained and should be reclaimed within 28 days. Where 28 days has elapsed from the service of a Torts notice in relation to the property, the Scheme Management will authorise you to destroy that property or it will be collected for secure disposal. No property items will be disposed of without the written authority of WYP. A property process is attached at **Appendix 10: Property Process Map**.

15. Disposal

- 15.1 If, after the required period, following the procedures set out above, there has been no response, disposal of the vehicle must be requested by the Vehicle Recovery Operator via the ELVIS system as soon as is reasonably practicable after the notice period has expired. If permission to dispose of the vehicle is granted then the vehicle

must be disposed of by WYP's approved method. No vehicle shall be disposed of without the authority of WYP.

- 15.2 Disposal of vehicles recovered under section 165 A-C Road Traffic Act 1988 and section 59 Police Reform Act should be requested as soon as the legislative period for collection has lapsed.
- 15.3 Disposal of vehicles recovered under devolved powers will only take place once authority to dispose has been granted by the DVLA.
- 15.4 Any unclaimed vehicle or property items must not be disposed of to a Vehicle Recovery Operator, their employees, relatives of employees, agent(s), servant(s) acting on their behalf, any member or Officer of West Yorkshire Combined Authority (CA), WYP Police Officers or employees or relatives of employees of WYP and the CA.
- 15.5 At the request of WYP, Vehicle Recovery Operators may on occasion be asked to remove and dispose of large property items or waste products from recovered vehicles before collection or disposal of the vehicle. This will be at no cost to WYP.
- 15.6 WYP reserves the right to decide how a vehicle is disposed of and in addition to sale, destruction or salvage, this may include certified destruction, placing before a Court to determine disposal or being passed to WYP for training, administrative or operational purpose.

16. Health and Safety

- 16.1 Safety is paramount when working at the roadside and carrying out recovery of vehicles. Vehicle Recovery Operators are responsible for and must ensure the safety of themselves, employees, customers, Police Officers present and any other road users. Compliance with PAS 43 is considered to be the minimum required standard.
- 16.2 The Institute of Vehicle Recovery have produced protocols and guidance that should be followed for different activities, including the recovery of electric or hybrid vehicles. These protocols (or those achieving an equivalent standard of safety) must be followed
- 16.3 Motorway regulations prohibit recovery vehicles from using the Hard Shoulder to access the scene of an incident. There may be occasions when such use would be advantageous to all parties; such use will only take place with the express consent of the OIC and or under police escort. The contractor must request permission from the Police before the hard shoulder is used.
- 16.4 WYP endorses the advice given by the SURVIVE working group relating to safe working practices on motorways and fast trunk roads. Much of the advice is also applicable to other recoveries and adherence to the standards is expected. Copies of the advice can be obtained at <http://survivegroup.org/pages/publications/best-practice-guidelines>

- 16.5 Safety is equally important within the Vehicle Recovery Operators' premises. Vehicle Recovery Operators must be aware of, conversant with and compliant with all the relevant Health and Safety Acts and Regulations relating to (but not limited to) the activities they carry out, the equipment they provide for WYP and use themselves and their working environment. This includes legal duties relating to their liability as an employer or occupier of the premises.
- 16.6 Vehicle Recovery Operators are reminded that all businesses are obliged to have in place suitable health and safety arrangements, such as management systems. This includes undertaking risk assessments, completing method statements, safe systems of work, permits to work and contingency plans (including those for fire or the control of substances hazardous to health), where necessary. These safety documents and systems must be kept up-to-date and regularly reviewed after the elapse of time (commonly annually) or when changes occur, such as to equipment, premises or activities. Vehicle Recovery Operators should also have an up-to-date statement of health and safety policy. If they employ 5 or more persons, the significant findings of risk assessments, safety policies and other aspects of health and safety management systems must be documented.
- 16.7 Vehicle Recovery Operators should appoint one or more suitably competent persons to enable them to assist in compliance with health and safety requirements. All staff that are carrying out activities for the recovery agent should also be suitably competent. Suitable arrangements should be in place to ensure that the workforce is consulted with on health and safety matters and relevant safety messages are effectively communicated through the organisation.
- 16.8 The overall level of safety performance of Vehicle Recovery Operators should be sufficient to not put their employees, WYP personnel, members of the public or others at risk of harm. Rates of accidents and near misses should be as low as possible. Appropriate measures should be in place, relevant to the business type and size, to monitor, maintain and improve health and safety performance.
- 16.9 Meeting or exceeding the guidance and approved codes of practice produced by the Health and Safety Executive (HSE) would ensure compliance with the requirements of this section. This guidance can be obtained from the HSE at <http://www.hse.gov.uk>
- 16.10 Specifically, this includes the requirements of L24 Workplace (Health, Safety and Welfare) Regulations 1992, Approved Code of Practice (<http://www.hse.gov.uk/pubns/priced/l24.pdf>) and HSG261 Health and Safety in Motor Vehicle repair (<http://www.hse.gov.uk/mvr/>).

17. Information Security

General

- 17.1 For the purpose of data and systems management, the Vehicle Recovery Operators are required to have a level of information management capability that ensures they

can comply with WYP's information management standards as detailed at **Appendix 15: Information Management Standards**.

- 17.2 In order to ensure all aspects of Information Security are fully complied with, the successful Vehicle Recovery Operators will be required to:
- 17.2.1 complete the IT & IA Security Standards document (see **Appendix 16: IT & IA Security Standards**) and allow a premises inspection at room level to identify any issues with regard to security of data and or information.
 - 17.2.2 agree and enter into a separate Data Processing Contract (DPC) with the Chief Constable (see **Appendix 15: Information Management Standards**, paragraph 1.6.1).
 - 17.2.3 agree and sign a Security Standards Agreement (see **Appendix 15: Information Management Standards**, paragraph 1.6.2) which will form part of the DPC.

Photography

- 17.3 Vehicle Recovery Operators must have dedicated company device to take photographic images for use on the WYP Contract; this must not be a personal mobile phone. All images taken at the scene of a recovery must be uploaded to ELVIS as soon as possible, and once uploaded, the images must be deleted from the device and SD card(s) and sanitised appropriately as per the NCSC Guidance with the SSA.
- 8.
- 17.4 When the Vehicle Recovery personnel attend a scene to recover a vehicle, the device and SD card(s) must be transported in a carry case and kept out of visual sight whilst in transit or when the recovery vehicle is stationary until it is returned to the garage where it will be returned to its secure location as per paragraph 16.5 below when not in use.
- 17.5 When devices and SD cards are not in use they must be stored in accordance with the Security Standards Agreement (**Appendix 15: Information Management Standards**, paragraph 1.6.2) Official-Sensitive storage requirements, ie. *held under two different barriers and/or lock and key and access only granted to those with the appropriate employment checks and vetting and 'need to know'. Digital data storage must be protected by infrastructure and a network protected by security in depth as directed by national guidance.*
- 17.6 In the event that a device or its SD card becomes corrupt or needs replacing for any other reason, the redundant equipment must be sanitised and disposed of in accordance with the Security Standards Agreement (**Appendix 15: Information Management Standards**, paragraph 1.6.2). No other device should be used for taking photographs.

- 17.7 Any loss of electronic equipment used to process, store and handle West Yorkshire Police data must be reported to West Yorkshire Police infosec@westyorkshire.police.uk with the completion of the security incident response form (**Appendix 11: Template for a Security Incident**).
- 17.8 Equipment must be disposed of by an approved recycling company that is compliant with the WEEE directive and data destruction. Please contact WYP if you require assistance with identifying compliance.
- 17.9 An inventory must be kept of all equipment that is disposed of and kept securely either by storage on a computer or lockable cabinet.

Physical Paperwork Storage

- 17.10 When the Vehicle Recovery personnel attend a scene to recover a vehicle, all paper documentation must be kept out of sight whilst in transit or when the recovery vehicle is stationary until it is returned to the garage where it will be stored securely in a lockable container (cupboard, filing cabinet, etc.) when not in use.
- 17.11 Paper records and documentation (ie. release note(s) and any other documentation relating to a vehicle and/or person) must be uploaded to ELVIS as soon as practically possible, and once processed, all records and documentation must be destroyed by shredding.
- 17.12 The destruction of paper documents is directly linked to the sensitivity of the data held within the documentation. The police data you will be handling will largely constitute data of an OFFICIAL - SENSITIVE protective marking. OFFICIAL - SENSITIVE data must be destroyed by shredding, using a cross-cutting shredder with a shred size of 4mm x 15mm or less.
- 17.13 Documents must be shredded by an appropriately vetted individual who must be authorised to view and access the content.
- 17.14 Documentation must be kept secure until the point of destruction.

E-mail Accounts

- 17.15 All Vehicle Recovery Operators must have an encrypted secure CJSM e-mail account upon contract commencement and throughout the term of the contract for sending and receiving e-mails from WYP's representatives. A CJSM e-mail account can be obtained free of charge by clicking on the link below:

[CJSM - Login](#)

IT Security

- 17.16 All Vehicle Recovery Operators must comply with the National Cyber Security Centre – Security Principles <https://www.ncsc.gov.uk/guidance/end-user-devices-security-principles>

17.17 There are 12 principles to the end user device security Contract, however, those listed below apply to vehicle recovery:

17.17.1 Data in transit protection – a CJSM account is appropriate to comply with the sending and receiving of emails. Connecting to the ELVIS site is secure with HTTPS.

17.17.2 Authentication – All users of ELVIS will have their own log in account. Computer accounts must have a password protected account and only accessible by authorised users. All accounts must be standard accounts with a password and there must also be one administrator account with a separate password (guidance can be provided). Standard accounts must be used for everyday use.

Password Criteria for ELVIS:

When you log on you will need to change your password, and this will need to follow the criteria below:

- Minimum password length of 12 characters
- Minimum of one upper case characters (A...Z)
- Minimum of one Lower case characters (a...z)
- Minimum of one Numbers (0...9)
- Minimum of one Special characters (e.g.!, @,\$,*)

Your password will expire every 100 days, you will not be able to use the previous 6 passwords and you will be locked out if you try to enter the incorrect password 5 times. If you lock yourself out of ELVIS then please contact Operational Contracts who can reset this for you.

17.17.3 Malicious code detection prevention – any industry standard internet security is sufficient such as McAfee, Symantec, Sophos etc. Ensure that the software is configured to download and install updates every day and set to scan at least twice a week. Follow manufacturer instructions on how to do this.

17.17.4 External Interface Protection – Windows operating system comes with a firewall. Ensure the firewall is turned on (guidance can be provided).

17.17.5 Device update policy – Ensure windows update is configured to download and install updates on a daily basis. Uninstall applications that aren't required (guidance can be provided). Other applications that are installed such as adobe PDF etc.

17.17.6 Incident response – Any incident reported must complete the attached security incident response form. Incidents will range from lost or stolen camera SD cards that have pictures on, Paperwork lost or stolen, viruses detected on the system and email infosec@westyorkshire.police.uk and cyber.security@westyorkshire.police.uk.

Securing the Router

- 17.18 Router(s) must be kept in a secure lockable room. The default Wi-Fi password must be changed following the above password guidance. Vehicle Recovery Operators will be able to contact their internet service provider to be talked through how to do this.

Additional

- 17.19 The supplier must use a vulnerability scanner to check their systems for any vulnerabilities, outdated updates and configuration issues. Vulnerabilities must be remediated within a given time frame depending on severity.

18. Charging, Charges and Fees to Other than WYP

- 18.1 The Removal, Storage, and Disposal of Vehicles (Prescribed Sums and Charges, etc.) (Amendment) Regulations 2023, specify the maximum charges matrix that may be used for the removal and storage of vehicles. These are shown in **Appendix 4: Statutory Charges Matrix** and should be displayed in the Vehicle Recovery Operator's public area where they can be easily seen by members of the public.
- 18.2 Invoices shall be itemised to provide a breakdown of the overall cost into separate components. This enables customers to see how the charges are justified including recovery charges and storage start and finish dates. Customer's receipts will be printed direct from WYP's ELVIS system.
- 18.3 Statutory Charges that are identified as overcharges made to vehicle owners/keepers or Insurance Companies by Vehicle Recovery Operators will be required to be rectified and a refund arranged within 14 days of the complaint or identified overcharge.
- 18.4 Where VAT is applicable to any charges, the Vehicle Recovery Operator will have in place the appropriate administrative procedures for the collection and invoicing of VAT. The Vehicle Recovery Operator will supply WYP with their VAT registration number.
- 18.5 There will be exceptional circumstances under Statute, where the owner of a vehicle will not be liable for the cost of recovery. Authorisation will be provided in writing by WYP to release the vehicle to the owner free of charge.
- 18.6 If a call out is aborted, WYP shall not be liable for any fees where the recovery has not taken place.

19. Administration and Contract Management

- 19.1 The Vehicle Recovery Operator, on a monthly basis, shall email Operational Contracts completed invoices for all vehicles released. All statutory fees, VAT and police contracted rate invoices should be received by the 10th working day of each

month. Monthly invoice deadlines are detailed in **Appendix 12: Management Reports and Invoices**.

- 19.2 For vehicles disposed of by means of scrapping via the End-of-Life Centre, WYP will require a weekly invoice via email from the Vehicle Recovery Operator.
- 19.3 The Vehicle Recovery Operator will identify, implement and demonstrate continuous improvements to the quality of the service as part of contract management. Evidence of action plans, progress monitoring and improvements will be reported to WYP at regular intervals. These will be reviewed as part of the contract management of the service.
- 19.4 A regular Contract review meeting will be organised by WYP at a convenient location with all parties. An agenda will be produced by WYP in conjunction with the Vehicle Recovery Operators and circulated to all parties prior to the meeting. Minutes will be taken by WYP and issued following approval.
- 19.5 In addition to regular Contract review meetings with all parties, WYP Operational Contracts will organise reviews with individual Vehicle Recovery Operators on a regular basis to discuss Vehicle Recovery Operator performance. Site checks will also be undertaken as part of this review as per **Appendix 13: Visit Check Sheets**.
- 19.6 In addition to any other reviews and audits, WYP reserves the right to audit any and all paperwork generated as a result of activity undertaken in the course of the delivery of this Contract.

20. Complaints and Monitoring

- 20.1 A Vehicle Recovery Operator who receives a complaint relating to any aspect of a Police recovery will direct that complaint to Operational Contracts. The complaint will be dealt with in accordance with the statutory requirements.
- 20.2 Any complaint received by WYP about unreasonable charges, conduct or the manner in which a vehicle/property has been stored may result in the Vehicle Recovery Operator's continued involvement with the Contract being reviewed. During such reviews the Vehicle Recovery Operator may be suspended at the discretion of WYP.
- 20.3 Complaints received by WYP relating to the action of the Vehicle Recovery Operator shall be investigated by WYP and WYP's decision in respect of a complaint shall be final.
- 20.4 The Vehicle Recovery Operator will produce feedback on complaints in their management information. All complaints and feedback will be reviewed by WYP as part of an on-going systematic process and monitored during operational and Contract review meetings.
- 20.5 The Vehicle Recovery Operator is expected to recognise any recurring or common complaint(s) and ensure a sustainable long-term solution is found.

- 20.6 WYP may contact some, or all, of the members of the public whose vehicles have been recovered by the Vehicle Recovery Operator for information relating to the quality of service provided by the Vehicle Recovery Operator whilst providing services under any Contract.
- 20.7 In the event that the Vehicle Recovery Operator wants to make a complaint about any aspect of its dealings with Operational Contracts, the following is the escalation procedure that must be followed.
- 20.8 Any complaint must be submitted in writing and addressed as follows:
- 20.8.1 Point of contact – Operational Contracts Manager, details as provided in the Key Contacts of the Contract Document.
- 20.8.2 Point of escalation – WYP Procurement, details as provided in the Key Contacts of the Contract Document.

21. Standards & Customer Care

Behaviour Expected from All Contractors

Introduction

- 21.1 Public confidence in the police service means that all individuals within the police family must demonstrate the highest level of personal professional standards of behaviour. Temporary/agency staff and contractors working for WYP are an important part of that police family, providing services through the various activities that they perform. It is critical that temporary staff and contractors act, and are seen to act, in the best interests of the service at all times, and that they treat everyone that they come into contact with, with dignity and respect.
- 21.2 The standards set out below reflect the expectations that the police service have on how temporary/agency staff and contractors behave. They are not intended to describe every situation but rather to set a framework, which everyone can easily understand.
- 21.3 A breach of these standards may damage confidence in the police service, which is totally unacceptable. Consistent or serious breaches of the standards will lead to appropriate action, which may include suspension or termination of the Contract.

Expected Standards of Professional Behaviour

Honesty and Integrity

- 21.4 Remain honest, act with integrity and do not compromise or abuse their position.

- 21.5 Contractors will act with integrity and remain open and truthful in their dealings with the public, their colleagues and WYP, so that confidence in WYP is secured and maintained.

Authority, Respect and Courtesy

- 21.6 Act with self-control and tolerance, treating members of the public and colleagues with dignity, respect and courtesy.
- 21.7 Individuals should not abuse their powers or authority and respect the rights of all.
- 21.8 Contractors must never abuse their authority or any powers entrusted to them. The public have the right to expect that such powers be used professionally, impartially and with integrity.
- 21.9 Behaviour which is deemed offensive or demeaning in any way, is not acceptable and constitutes a serious breach of the standards.

Equality and Diversity

- 21.10 Act with fairness and impartiality ensuring that they do not discriminate unlawfully or unfairly.
- 21.11 Contractors must pay due regard to the need to eliminate unlawful discrimination and promote equality of opportunity. WYP is determined to ensure that no member of the public or the police family including temporary/agency staff and contractors receives less favourable treatment because of pregnancy and maternity, their gender, marital status, sexual orientation/sexuality, disability, race, age, religion/belief, nationality, ethnic or national origins.

Instructions

- 21.12 Only give and carry out reasonable instructions.
- 21.13 Follow all reasonable instructions and abide by relevant Force policy.
- 21.14 Contractors shall not give or carry out instructions, which an individual would conclude as unreasonable. Temporary/agency staff and contractors must support their colleagues at work and abide by the terms and conditions of employment and /or Framework.

Work and Responsibilities

- 21.15 Individuals should remain diligent in the exercise of their work and responsibilities.
- 21.16 Contractors shall not knowingly neglect their work or responsibilities and will have a responsibility to exercise reasonable care to prevent injury, loss of life or loss/damage to the property of others.

Confidentiality

- 21.17 Treat information with respect and access or disclose it only in the proper course of their work.
- 21.18 Information that comes into the possession of a temporary/agency member of staff and contractors in the course of their work should be treated as confidential and only disclosed to those authorised to receive it. Such information must not be used for personal gain or benefit, or be passed on to others who may use it in this way.

Fitness at Work

- 21.19 When at work all contractor staff must be fit to carry out their duties.
- 21.20 Contractors must not make themselves unfit or impaired for work as a result of drinking alcohol, using a substance for non-medical purposes or intentionally misusing a prescribed drug.
- 21.21 Where an individual becomes aware of any health concerns that may impair their ability to perform their work they should seek guidance from their relevant line manager / supervising officer for contractors and if appropriate reasonable adjustments may be made.

Discreditable Conduct

- 21.22 All individuals to ensure that they behave in a manner, which does not discredit the police service or undermine public confidence in the police service.
- 21.23 Report any caution or conviction against them for a criminal offence.
- 21.24 The behaviour of Contractors on duty reflects on the image of WYP and therefore they should not engage in any activities, which could bring discredit upon the police service.
- 21.25 Standards of individual dress are important in presenting a professional image amongst the public and colleagues. Temporary/agency staff and contractors must maintain a standard of appearance appropriate to their individual role.
- 21.26 Alcohol must not be consumed at any time when performing work duties, nor must the Contractor, contractor's staff, sub-contractors and all other representatives etc. be under the influence of alcohol when providing their services to WYP whether on WYP premises or not.
- 21.27 The Contractor, contractor's staff, sub-contractors and all other representatives will comply with all relevant policies set by WYP.

Challenging and Reporting Improper Conduct

- 21.28 All individuals must report, challenge or take action against the conduct of colleagues which have fallen below the required standards of professional behaviour.

- 21.29 WYP expects all contractors to uphold standards of professional behaviour by taking appropriate action if they encounter or are aware of the conduct of a colleague, which has fallen below these standards. Contractor staff should never ignore such conduct and must report it to their relevant line manager / supervising officer who must then report the same to WYP.

Conclusion

- 21.30 The public have a right to expect the police service to protect them by upholding the law and providing a professional police service. All members of the police family including temporary/agency staff and contractors have the right to a working environment free of harassment, inequality or discrimination from others within the service and members of the public. WYP will proactively support such a working environment.

Consequences of failure to meet Standards

- 21.31 If a Vehicle Recovery Operator commits any act that does or could bring WYP into disrepute, OR
- 21.32 a Vehicle Recovery Operator has investigations carried out by the Police against any Director, Partner, Sole Trader or Senior Manager of any appointed Vehicle Recovery Operator, AND
- 21.33 in the opinion of WYP this constitutes a serious breach of trust following an investigation, THEN
- 21.34 WYP may decide that the person(s) concerned may no longer work on any aspect of this Contract. This decision is final and binding.
- 21.35 Any notice to the Vehicle Recovery Operator shall be in writing and shall be deemed to be sufficiently served if given to the Vehicle Recovery Operator or sent by post to the Vehicle Recovery Operator or their representative at the usual or last known place of business.

22. Business Continuity

- 22.1 As Category One responders, West Yorkshire Police are required by the Civil Contingencies Act 2004, to have a Business Continuity Management (BCM) system in place. Through the full application of this system, the Force has identified its Mission Critical Functions, together with the Departments and critical resources that support these. BCM plans are now in place for these areas of business, to ensure the continuous provision of those functions and to mitigate disruption.
- 22.2 BCM is a critical area of business within the Force, therefore where it is necessary to procure goods or services that underpin these Critical Functions from external suppliers, such as Vehicle Recovery Services, documentary evidence will be required

from them of their BCM processes and plans, that ensures the continuous provision of this service.

23. Social Value

- 23.1 WYP are required to consider how economic, social, and environmental well-being may be improved through the goods, works and services we procure, and how procurement may secure those improvements, under the provisions of the National Procurement Policy Statement (Procurement Act s.13) and the Public Services (Social Value) Act 2012.
- 23.2 We want to use our commitment to sustainability and the opportunity the Acts present through procurement and other related activities to enable communities to become more resilient and reduce demand on the police service as well as other public services.
- 23.3 We aim to provide the delivery of services which are innovative, provide employment opportunities for our residents and encourage the development of thriving local economies, make our communities stronger and more effective and keep our residents safe as well as at all times protecting and enhancing the environment which we all rely on whilst minimising our impact.

The National TOMS (Themes, Outcomes and Measures)

- 23.4 The National TOMS is a framework designed to help measure and report on the social value created through public sector contracts. For this procurement, WYP has identified the following TOMS Social Value measures to be met **through the delivery of this Contract**:
 - 23.4.1 NT80: Upskilling of existing employees through accredited training.
 - 23.4.2 NT18: Spend with local companies in the supply chain.
 - 23.4.3 NT28: Support for local community projects through donations.
 - 23.4.4 NT123: Waste Management verification policies.
- 23.5 Each Vehicle Recovery Operator will have a nominated individual throughout the contract period who will be responsible for ensuring Social Value delivery.

24. Exit Strategy

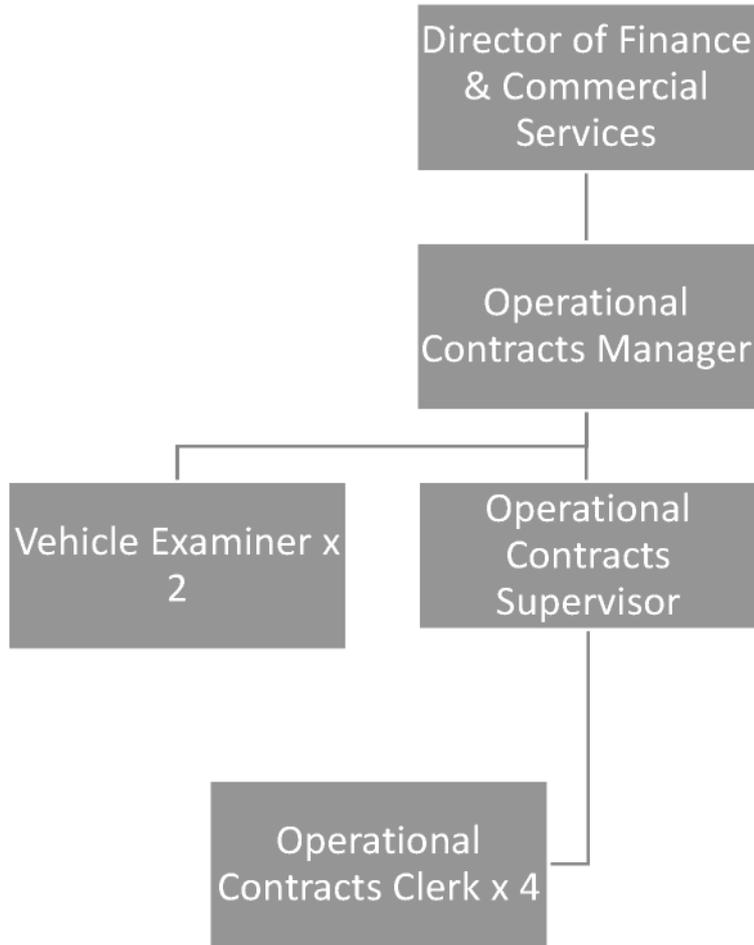
- 24.1 WYP shall arrange for all vehicles/items to be removed from a Vehicle Recovery Operator who is no longer be appointed on the Force's Recovery Scheme and taken to an alternative location within the Force area. The vehicles/items will be maintained in their current state prior to movement without compromising their integrity or value.
- 24.2 When any Contract has been terminated for any reason the Vehicle Recovery Operator;

- 24.2.1 will ensure that all vehicles, property and records in their custody and control are adequately protected; and
 - 24.2.2 will allow WYP to have full and immediate access to all vehicles and property under the control of the Vehicle Recovery Operator, which have come into the Vehicle Recovery Operator's possession under the Scheme; and
 - 24.2.3 will upon written request, surrender all of the documents in their possession relating to the vehicles in their custody and control that have been recovered / removed through the Scheme to WYP. Such documents shall include the Property Register and any other appropriate records appertaining to vehicles in their custody or control, including all documentation that is retained awaiting destruction; and
 - 24.2.4 will without hindrance, allow WYP at any reasonable time to enter premises that are occupied by the Vehicle Recovery Operator, or which are under the control of the Vehicle Recovery Operator to take possession of the vehicle(s) and or property following the receipt of written notification that the vehicles are being removed from their custody and control.
- 24.3 The Vehicle Recovery Operator has no right of lien relative to removal, recovery or storage charges following termination. A detailed charge for each removed vehicle must be provided in writing by the Vehicle Recovery Operator to WYP. WYP will endeavour to recover outstanding charges on behalf of the terminated Vehicle Recovery Operator however, no guarantees are provided whatsoever that any charges will be recovered on their behalf and WYP shall incur no liability whatsoever in regard to the same.
- 24.4 In addition to the above, following notification of contract termination from either party WYP request that:
- 24.4.1 A list of all staff to whom the TUPE rule applies is supplied within 4 calendar weeks from the date of request.
 - 24.4.2 Pricing would remain in accordance with the contract.
 - 24.4.3 Invoicing and administrative procedures would continue in accordance with the contract until all payments have been completed and closed.

25. Transition Process

- 25.1 The Vehicle Recovery Operator(s) appointed to the Contract under this Agreement will be required to remove all vehicles held at other premises as directed by WYP. All such vehicles will be stored at the Vehicle Recovery Operator's premises pursuant to the terms of this Agreement.

Appendix 1: Operational Contracts Structure



Appendix 2: Geographical Lots / Maps

Lots	Geographical Maps
Lot 1 – Leeds North West	 Lot 1 - Leeds North West.pdf
Lot 2 – Leeds North East	 Lot 2 - Leeds North East.pdf
Lot 3 – Leeds South	 Lot 3 - Leeds South.pdf
Lot 4 – Wakefield & Pontefract	 Lot 4 - Wakefield and Pontefract.pdf
Lot 5 – Kirklees	 Lot 5 - Kirklees.pdf
Lot 6 – Calderdale	 Lot 6 - Calderdale.pdf
Lot 7 – Bradford South	 Lot 7 - Bradford South.pdf
Lot 8 – Bradford North	 Lot 8 - Bradford North.pdf
WYP Districts Map	 WYP Districts Map.pdf

**Double click the pdf icons to open the maps.*

Appendix 3: Statutory Fees and Charges

Applicable Charges to West Yorkshire Police

- a) Vehicles, Motorcycles, plant and Property not exceeding 3500 Kg seized for evidential reasons (PACE) plus Police Vehicles.

£90.00 + VAT

- b) Vehicles, plant and Property exceeding 3500 Kg seized for evidential reasons (PACE) plus Police Vehicles.

£110.00 + VAT

- c) Additional Charges – when recovering a vehicle for evidential reasons (PACE).

Lorry Mounted Crane (HIAB) £75.00 + VAT

Winching (up to 3500kgs) £47.50 + VAT

Where the recovery information and digital photographs taken by the Vehicle Recovery Operator in the opinion of WYP support the necessity of additional charges, the above may apply.

- d) Covered Transportation

Where directed by the OIC, SIO or Operational Contracts.

Full Covered Recovery £150.00 + VAT

West Yorkshire Police will accept a charge of £15.00 per hour + VAT where the OIC, SIO or Operational Contracts instructs the Vehicle Recovery Operator to store a recovered vehicle on the covered transporter. Details of the authorising Officer should be added to ELVIS, this will act as sufficient authorisation for up to 6 hours, after which time the Vehicle Recovery Operator must obtain additional authorisation from Operational Contracts.

Where vehicles require recovering from outside the Force area, the Vehicle Recovery Operator deemed to be the nearest to the collection location will be tasked with collecting the vehicle. The charges for the recovery of the vehicle will be agreed in advance with Operational Contracts and will be a standard recovery charge as per the contract plus a mileage rate of £1.50 per mile + VAT for any miles travelled.

Where a vehicle that has been recovered requires taking to premises outside of the Vehicle Recovery Operator's allocated area then a mileage rate of £1.50 per mile + VAT will apply for each mile travelled outside of that area.

Where a Police vehicle has been recovered to the Vehicle Recovery Operator's premises and stored overnight, the agreed recovery fee of £90 + VAT for a light vehicle and £110 + VAT for a heavy vehicle will be applicable. Any storage over 24 hours will apply as per the statutory fee matrix plus VAT. Where the Vehicle Recovery Operator is required to move the vehicle from their premises and take to another location, another recovery fee as above can be applied plus any mileage travelled outside of their allocated area.

Any movement of vehicles required on the Vehicle Recovery Operator's premises by whatever means and for whatever reason will be at no cost to WYP.

There are no storage charges against West Yorkshire Police for PACE vehicles.

e) Auction/Scrapped/Vehicle Sales via WYP Approved Disposal Agent

Auctioned

Vehicle Recovery Operators will receive all the value achieved at auction, up to £350 + VAT. All monies in excess of £350 + VAT will be retained by West Yorkshire Police.

Scrapped

Vehicle Recovery Operators will receive monies as follows:

For motorcycles below 125cc: £25.00 + VAT

For motorcycles above 125cc: £50.00 + VAT

For mini-motos/Chinese: £15.00 + VAT

For vehicles not covered above the Vehicle Recovery Operator will receive all scrap monies paid by WYP plus VAT.

Breakage

At the discretion of Operational Contracts, Vehicle Recovery Operator's will receive up to 10% of the trade value of any vehicle plus VAT which is dismantled and would have had a trade value of £1200 or more.

Monies payable to Vehicle Recovery Operators for vehicles that are auctioned or scrapped may be varied if the contract between West Yorkshire Police and the Disposal Agent is altered.

There will be no monies paid to the Vehicle Recovery Operator if WYP receive no payment from their contracted Disposal Agent e.g. vehicle parts, non-vehicle items and caravans.

Charges Levied Against Vehicle Recovery Operators

f) Administration Fee

Per vehicle (excluding Police Vehicles and Used in Crime (PACE)) £30.00 + VAT.

g) Authorised Scrapped Vehicle Charges

Per vehicle £20.00 + VAT

Non-Vehicle Items

- a) Where items are recovered under statutory powers and an owner has been traced, the owner will pay "a reasonable" charge of no more than the statutory fees for the recovery and storage of these items.

- b) If the item is recovered under statutory powers and not collected by the owner, then NO charges are applicable against West Yorkshire Police.
- c) Where non-vehicle items are removed under PACE, then the Vehicle Recovery Operator would charge the Force in line with the tender prices previously submitted, as detailed below.

Recovery of Light items (up to 3500kgs) PACE £90.00 + VAT per recovery

Recovery of Heavy items (over 3500kgs) PACE £110.00 + VAT per recovery

There are no storage charges against West Yorkshire Police for non-vehicle items.

Junction 41 Wakefield, Collision Investigation Unit (CIU) Movement of Vehicles

Scenario	Charging Structure
1. Fatal / Life Threatening RTC where the vehicle can be removed under RTRA powers, and an owner / insurer to pay charges.	Vehicle Recovery Operator applied Matrix Statutory Charges. No charge for delivery to CIU. £1.50 per mile + VAT to remove from CIU.
2. Fatal / Life Threatening RTC where the vehicle can be removed under RTRA powers, and there is NOT an owner/insurance able to pay stat charges.	No charge to WYP for delivery to CIU. A collection fee of £90 + VAT for a light vehicle and £110 + VAT for a heavy vehicle. Plus £1.50 per mile + VAT to remove from CIU and £1.50 per mile + VAT for any reconstruction required.
3. PACE powers used WYP to pay	Light: £90.00 delivery to CIU. Heavy £110.00 delivery to CIU. Light: £90.00 collection from CIU. Heavy £110.00 collection from CIU.

DVLA Fees

DVLA Fees for seizure for no Excise Licence (NOT subject to VAT)	
Release Fee (Payable after immobilisation)	£100
Return Fee (Payable after 24 hours of seizure)	£200
Storage (Payable from 48 hours after seizure)	£21 Per day
Surety against purchase of VEL – Light vehicles	£160
Surety against purchase of VEL – Heavy vehicles	£330

OFFICIAL SENSITIVE - COMMERCIAL
Appendix 4: Statutory Charges Matrix

A copy of the following Matrix must be displayed in all Public Reception Areas



legislation.gov.uk

The Removal, Storage and Disposal of Motor Vehicles Regulations 2023

Removal					
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
1	Vehicle position and condition	Vehicle equal to or less than 3.5 tonnes MAM	Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes MAM	Vehicle exceeding 7.5 tonnes MAM but equal to or less than 18 tonnes MAM	Vehicle exceeding 18 tonnes MAM
2	Vehicle on road, upright, and not substantially damaged, or any two wheeled vehicle whatever its condition or position on or off road	£192	£256	£448	£448
3	Vehicle, excluding a two wheeled vehicle, on road but either not upright or substantially damaged or both	£320	£832	Unladen - £2561 Laden - £3842	Unladen - £3842 Laden - £5763
4	Vehicle, excluding a two wheeled vehicle, off road, upright and not substantially damaged	£256	£512	Unladen - £1281 Laden - £1921	Unladen - £1921 Laden - £2561

OFFICIAL SENSITIVE - COMMERCIAL

5	Vehicle, excluding a two wheeled vehicle, off road but either not upright or substantially damaged or both	£384	£1089	Unladen - £3842 Laden - £5763	Unladen - £5763 Laden - £7684
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Storage

	1	2	3	4	5
1	Two wheeled vehicle	Vehicle, not including two wheeled vehicle, equal to or less than 3.5 tonnes MAM	Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes MAM	Vehicle exceeding 7.5 tonnes MAM but equal to or less than 18 tonnes MAM	Vehicle exceeding 18 tonnes MAM
2	£13	£26	£32	£38	£45

Disposal of Vehicle

	1	2	3	4	5
1	Two wheeled vehicle	Vehicle, not including a two wheeled vehicle, equal to or less than 3.5 tonnes MAM	Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes MAM	Vehicle exceeding 7.5 tonnes MAM but equal to or less than 18 tonnes MAM	Vehicle exceeding 18 tonnes MAM
2	£64	£96	£128	£160	£192

MAM = Maximum Authorised Mass

Owner's Request

Where the Police Officer has no reason to remove a vehicle but the owner has made a request for the Police Officer's assistance and accepts that they are responsible for the costs involved, this may be considered at the owner's request. If these conditions apply, there is no set amount that can be charged, however, operators are asked to comply with the figures applicable for a statutory recovery and in such cases, the figures will be subject to VAT. The driver should be asked to endorse the Audit Trail Document at the time of recovery to show an agreement has been reached. It is not acceptable to demand that a driver signs an agreement.

Where the owner's consent cannot be obtained, the recovery *should be considered as a statutory recovery*. In an "owner's request" there is no prescribed amount that you must charge as this becomes a contractual relationship between you and the vehicle owner/driver. However, the charges must be reasonable and commensurate with the type of work undertaken.

Where a vehicle is recovered under Police powers, this cannot be converted at a later time to an 'owner's request' recovery. Where you have been called by the control room and the owner has not voluntarily signed the agreement on the Audit Document, the recovery will be considered to have been undertaken using police powers.

Whilst these are regularly reviewed, your scale of charges is expected to be guided by the charges set out under the Removal & Disposal of Vehicles Regulations– *See NOTE below*.

NOTE: The fees for recovery and storage prescribed under the Removal & Disposal of Vehicles Regulations and updated on the 6th April 2023, represent an accord between responsible persons representing HM Government, the Insurance Industry, the recovery industry and the Police (ACPO). The fees represent agreement of the parties to a fair and reasonable reimbursement for the types of recoveries outlined in the Regulation. H M Government has stated that they will review these figures annually.

Therefore, whilst the agreed figures represent a fair and reasonable reimbursement, and whilst recoveries under this section (Owners Request) are not deemed to be "Statutory Removals", it is expected that Vehicle Recovery Operators will not exceed the amounts set out except in ***wholly exceptional*** circumstances.

Appendix 5: DVLA Recoveries – No Vehicle Excise Licence

- a. As part of this requirement Vehicle Recovery Operators will be required to remove un-taxed vehicles under DVLA Regulations, untaxed vehicles will be recovered under the Vehicle Excise Duty (immobilisation, Removal and Disposal of Vehicles) Regulations 1997 (as amended).
- b. WYP will identify unlicensed vehicles on public roads and confirm the licensing status.
- c. The check of licensing status and immobilisation or removal must take place as one action – the Police must confirm licensing status and take action within a thirty minute period. If the vehicle is not recovered within the 30 minute period then the licensing status will have to be re-checked.
- d. WYP will not normally fit clamps to vehicles. The Regulations provide for the instant removal of unlicensed vehicles to storage pounds. In the first 24 hours, the owner driver must pay a release fee for the return of their vehicle. If no current VEL is produced, a surety fee must also be paid. After 24 hours, the immobilisation will be converted to a seizure (impounding) and an additional impounding fee is payable for release. 48 hours after immobilisation, storage is payable on a daily basis for up to 14 days in total, after which, authority to dispose of the vehicle must be sought.
- e. If a member of the public wishes to pay all the charges before the vehicle is removed then the following will apply:-
 - i. Owner will pay the recovery and surety fees.
 - ii. Confirm payment has been accepted.
- f. Full training will be given in respect of all removals under DVLA Regulations.

DVLA Photography

- g. Prior to enforcement action the following pictures of the vehicle in situ must be taken:
 - i. Front of vehicle
 - ii. Back of vehicle
 - iii. Both sides of vehicle
 - iv. Windscreen
 - v. Interior dashboard
 - vi. Location shot showing the whole vehicle and its surroundings
 - vii. Existing damage to the vehicle
- h. The images must be available for inspection by DVLA if requested and they must be uploaded to the ELVIS system on the relevant vehicle file.

- i. Prior to removal, a detailed inspection of the vehicle should be undertaken and a vehicle inspection report completed and signed.

DVLA Vehicle Storage

- j. The Vehicle Recovery Operator is responsible for all vehicles whilst in their pound, including damage to or theft from, a vehicle whilst it is lifted on to their removal vehicle, or during transportation and storage.
- k. The vehicle pound must be secure, well lit, comply with statutory requirements and have appropriate and safe public access. The pound should be open to the public as a minimum from 9 am to 5 pm Monday to Friday, excluding bank holidays.
- l. Vehicles of value (section 10 1997 Regulations) will need to be stored for a minimum of 14 days and vehicles of no economic value will need to be stored for a minimum of 7 days.

DVLA Impounded vehicles

- m. Once impounded, the Vehicle Recovery Operator must undertake a physical check of an impounded vehicle and a vehicle condition report completed and signed at the pound. Any changes in the vehicle condition must be noted on the condition report and countersigned.
- n. The Vehicle Recovery Operator may not remove any items of property from an enforced vehicle. A keeper can remove personal belongings from a vehicle they are not reclaiming providing the custodian is satisfied that the keeper fulfils the security and identity requirements. No parts, including audio and wheels, are to be removed by the keeper.
- o. The Vehicle Recovery Operator must evaluate each impounded vehicle using a trade guide (Parker's or Glass's Guide) and report this information to the DVLA.
- p. Vehicles identified as stolen are to be reported immediately by the Vehicle Recovery Operator to the police.

Notifying DVLA

- q. Vehicle Recovery Operators are required to notify DVLA of all action taken on a vehicle at the end of each working day.
- r. DVLA will write to the registered keeper within 24 hours of notification of the impounding giving details of where the vehicle is held, the pound contact telephone number and instructions on how to obtain possession. The correspondence will also include a disclaimer which the keeper may return to DVLA, where appropriate.

- s. A weekly pound check of vehicles physically present in each pound must be e-mailed to the DVLA by 09:30 each Monday (or next working day following bank holiday). Details must include VRM, make, model, colour and impound date.

DVLA Payment and Vehicle Release

- t. When payment is made at the pound or via the telephone, all appropriate paperwork has to be completed. The Vehicle Recovery Operator must record the appropriate identification and address details from the proof of ID and utility bill. In addition, a current driving licence or passport and V5C registration certificate must be inspected before release of the vehicle and details recorded.
- u. A vehicle keeper can make a surety payment (current rates) to enable him/her to remove their vehicle in order to obtain valid tax. This money is refundable if proof of valid tax is produced at either the vehicle pound or DVLA Local Office within 15 days of release of the vehicle (43 days if V62 completed).
- v. The Vehicle Recovery Operator must complete a Vehicle Release Receipt on payment of fees and/or before a vehicle is released. The original copy is to be kept, a copy passed to the keeper and a second copy sent to DVLA on the date of completion.
- w. In addition, the Vehicle Release Receipt part 6 is to be amended when a keeper provides proof of valid tax and reclaims a surety payment. The custodian must forward a further copy to the DVLA on the date of completion.

DVLA Vehicle Disposal

- x. The Vehicle Recovery Operator may only dispose of a vehicle once the conditions outlined in the Regulations have been met. DVLA will advise once these conditions are met. Once disposal authority is received from the DVLA then the Vehicle Recovery Operator will apply for disposal via the ELVIS system this should be within 7 days of receiving notification from DVLA.
- y. The vehicle will be disposed of by WYP's current disposal method.
- z. Only the DVLA may determine whether a vehicle meets the criteria to be disposed of at auction. Vehicle sales will be undertaken by WYP who must advise DVLA in advance of the method of auction, or auction house to be used, for approval. Under no circumstances are vehicles to be sold by any other method without the written permission of the DVLA.
- aa. Fees and Charges in relation to DVLA Recoveries are detailed in Appendix 4.

Appendix 6 : Premises Requirements (General)

- 1.1. The boundary (in its entirety) of your premises/compound must be formed by a climb proof fence or wall which is a minimum of 2.4 metres high with lockable gates. For the duration of this contract all boundaries and gates must be maintained in good order.
- 1.2. A recordable and clear digital quality CCTV system that as a minimum covers the whole site. The CCTV system should retain images as a minimum for 14 days. A member of staff who can operate the CCTV system should be available if requested by WYP. Images from the CCTV system may be required for use as evidence in cases where a breach of security has occurred.
- 1.3. The compound must be equipped with a fixed lighting system.
- 1.4. Mains electrical supplies must have periodic safety inspections in accordance with current recommendations.
- 1.5. Outside hard standing of sufficient dimensions must be provided to facilitate collision scene reconstruction/evaluation.
- 1.6. It is expected the Vehicle Recovery Operators have as a minimum (these items are not exhaustive and may change through the contract sufficient notice will be given):
 - One 3 tonne hydraulic jack and four 1.5 tonnes axle stands
 - 240v standard power points
 - Compressed air supply
 - Comprehensive tool kit
 - Tyre Removal and refitting equipment of a semi-automatic type
- 1.7. Storage facilities for at a minimum one hundred light vehicles (up to 3500 kgs)
- 1.8. Storage facilities for at a minimum three heavy vehicles (up to 44 tonne) (if applicable)

Note: The required storage space for all vehicle types maybe increased/decreased as required in consultation with the Vehicle Recovery Operators.
- 1.9. Suitable space to store Electric/Hybrid/Alternative fuel Vehicles as per current guidelines.
- 1.10. Storage facilities for vehicle related parts and non-vehicle items
- 1.11. Storage away from public access/view
- 1.12. Separate property store for personal/valuable items which must be alarmed and covered by a CCTV system.
- 1.13. Office facilities that allow for storage of documentation as detailed in the specification.
- 1.14. Meeting or exceeding the minimum statutory requirements detailed in the HSE guidance documents of L24 Workplace (Health, Safety and Welfare) Regulations 1992, Approved Code of Practice and HSG261 Health and Safety in Motor Vehicle

repair, in as far as they relate to the premises, activities or similar provided to WYP or that this part of any Contract relates to.

- 1.15. All lifting equipment, such as hydraulic jacks, fork lift trucks or other lifting equipment provided for use on behalf of or by WYP should be compliant with the requirements of the Lifting Operations Lifting Equipment Regulations (LOLER) 1998 and Provision and Use of Work Equipment Regulations (PUWER) 1988 and any other relevant legislation e.g. be suitably maintained and thoroughly examined at the appropriate intervals.
- 1.16. Meeting or exceeding the minimum statutory requirements detailed in the HSE guidance documents of L24 Workplace (Health, Safety and Welfare) Regulations 1992, Approved Code of Practice and HSG261 Health and Safety in Motor Vehicle repair, in as far as they relate to the premises, activities or similar provided to WYP or that this part of any Contract relates to.

Appendix 7: Premises/ Equipment Requirements (Examination Areas)

- 1.1. All examination/storage areas must be reserved for the exclusive use of the Police and may not be used for general storage to ensure standards are maintained.
- 1.2. In order to maintain as sterile an environment as possible, all units must be self-contained with lockable doors. For the avoidance of any doubt, the unit structure must consist of four walls (one or two of which will have access doors) and its own roof/ceiling. A portioned off section within a general storage/workshop area is not acceptable.
- 1.3. Enclosed, separate, secure scenes of crime examination and storage facilities for a minimum of five light vehicles. In addition, a segregated dry undercover area for a minimum of two light vehicles to carry out mechanical and identification examinations is also required, alternatively two separate bays which will each accommodate one vehicle. A minimum of 30m² per vehicle must be allowed to give 1m around every vehicle to facilitate examination and these areas must be a distinct area in their own right. At least one Parking space for a WYP vehicle should be available close to the examination area.

Further Detail: The additional segregated dry undercover area for a minimum of two light vehicles to carry out mechanical and identification examinations should allow a minimum of 4 metres wide, 6.5 metres long and 3 metres high per vehicle.
- 1.4. The base of each bay must be of flat, smooth concrete painted light grey.
- 1.5. Walls and ceilings to be painted white with a matt non reflective finish.
- 1.6. Each bay must be adequately lit with a minimum of 6 fluorescent daylight brightness low level (wall mounted) lights positioned 1.5 – 1.75 metres from the floor and 6 fluorescent daylight brightness high position/ceiling lights. Wall and ceiling lighting must be separately switched.
- 1.7. Heating and adequate ventilation to give sufficient warmth for drying vehicles to enable fingerprinting and to maintain necessary safe work environment must be provided and should be able to maintain a temperature of around 15 degrees centigrade. Thermostatically controlled electrical heaters or other such temperature controllable indirect combustion type heating which leaves no residue will be required.
- 1.8. Each bay must be equipped with two 240-volt sockets.
- 1.9. Facilities must be available for WYP staff to conduct bench type examination of articles and complete documentation. This will include a suitable office chair and a clean work/writing surface.
- 1.10. Ability to supply blackout facilities within at least one section of the Crime Scene Investigation (CSI) facility for a minimum of one light vehicle.
- 1.11. Forklift truck for load recovery and transhipment.

- 1.12. Portable lighting, using 110v 500w sun flood tripod, any inspection lamps must be low voltage.
- 1.13. Work bench and vice.
- 1.14. Separate area for the laying out and examination of vehicle parts. This area should be separate from the general vehicle storage area.
- 1.15. Access to toilet facilities and a suitable hand-washing area with warm water and drying facilities (not towels).
- 1.16. The CSI facilities must comply with all relevant Health and Safety requirements and remain well maintained, clean and dry at all times.
- 1.17. For the examination of light vehicles, a minimum of one powered two post vehicle lift to accommodate a 3500 kg vehicle. Lift posts must be set in such a manner as to allow unrestricted access around the posts and the extremities of any vehicle thereon. There must be sufficient height clearance above the lift to allow the vehicle to be examined when fully raised. Access to the lift will be a regular routine requirement.
- 1.18. Internal flat base large enough for the safe examination of large goods vehicles (if applicable), sufficient inside space must be available to accommodate one 44000 kgs unit and trailer combination. The availability and preference of a suitable inspection pit and/or LGV lifting apparatus should be given to WYP.
- 1.19. In all undercover areas where WYP personnel carry out examinations, a good level of lighting must be provided from a fixed system. All lights must be maintained in good working order and kept clean.
- 1.20. All examination areas must have concrete floors and be level to enable vehicles to be jacked up. The areas must be kept clean, dry and well ventilated.
- 1.21. Meeting or exceeding the minimum statutory requirements detailed in the HSE guidance documents of L24 Workplace (Health, Safety and Welfare) Regulations 1992, Approved Code of Practice and HSG261 Health and Safety in Motor Vehicle repair, in as far as they relate to the premises, activities or similar provided to WYP or that this part of any Contract relates to.
- 1.22. All lifting equipment, such as hydraulic jacks, fork lift trucks or other lifting equipment provided for use on behalf of or by WYP should be compliant with the requirements of the Lifting Operations Lifting Equipment Regulations (LOLER) 1998 and Provision and Use of Work Equipment Regulations (PUWER) 1988 and any other relevant legislation e.g. be suitably maintained and thoroughly examined at the appropriate intervals.
- 1.23. Meeting or exceeding the minimum statutory requirements detailed in the HSE guidance documents of L24 Workplace (Health, Safety and Welfare) Regulations 1992, Approved Code of Practice and HSG261 Health and Safety in Motor Vehicle repair, in as far as they relate to the premises, activities or similar provided to WYP or that this part of any Contract relates to.

Appendix 8: Recovery Vehicle Specification

- 1.1. The Vehicle Recovery Operator must have capacity and operational capability to respond to and recover multiple incident/vehicles at any one time and in accordance with current legislation, including the standards of vehicles used and methods of recovery undertaken.
- 1.2. The Vehicle Recovery Operator shall have at least three light vehicles. 'Light vehicle' means a Recovery Vehicle which is capable of "ON" and "OFF" road recovery of cars and car derived vans and any other vehicle a minimum 3.5 tonnes gross weight, including motorcycles, three-wheeled vehicles and invalid carriages.
 - 1st Vehicle flat bed light recovery vehicle capable of recovering a vehicle to a gross vehicle weight of not less than 3.5 tonnes with second vehicle lifting 1.5 tonnes capacity with fitted hydraulic craning equipment, to a recommended minimum capability of 8 metric tonnes and 50mm tow ball attachment
 - 2nd Vehicle flat bed light recovery vehicle capable of recovering a vehicle with 3.5 tonnes capacity with second vehicle 1.5 tonnes lifting capacity and 50mm ball attachment
 - 3rd Vehicle flat bed light recovery vehicle capable of recovering a vehicle with 3.5 tonnes capacity with second vehicle 1.5 tonnes lifting capacity with suitable crew cab and 50mm ball attachment.
- 1.3. An optional spectacle lift only vehicle with a capacity to remove 1.5 tonne with a 50mm ball attachment may be used on the WYP vehicle recovery scheme but **must not** be used on a motorway or major arterial road to remove any vehicle, the frontline vehicle must be used in all these instances or to remove any vehicle involved in a road traffic collision.
- 1.4. A vehicle (4 + 4) capable of recovering one vehicle to the specifications laid down, taking into account the geography of the area in which the removals are to take place. This normally means a vehicle capable of removal by front suspended tow with a recommended minimum lifting capacity of 1.500 kg.
- 1.5. The ability to safely recover motorcycles by means of a cradle or similar device is required.
- 1.6. Full covered recovery, (not a trailer other than an articulated vehicle for HGV/PSV vehicles) or should have suitable written arrangements with another WYP approved Vehicle Recovery Operator to provide this service on your behalf.
- 1.7. The Vehicle Recovery Operator must have heavy recovery vehicles, capable of recovering vehicles exceeding 3.5 tonnes, up to and including 44 tonnes, laden, with over and under lift facilities and be capable of the recovery of buses and coaches.

Alternatively, Vehicle Recovery Operators should have suitable written arrangements with another WYP approved Vehicle Recovery Operator to provide this service on your behalf. "Heavy Recovery Vehicle" means a Recovery Vehicle which is:

- Capable of "ON" and "OFF" road recovery of any vehicle exceeding 3.5 tonnes to afford removal of any fully laden HGV to 44 tonnes.
 - Capable of providing a minimum "ON" road "Lift and Tow" by partial suspension of 8 tonnes "Safe Working Load (SWL)" assessed by a Competent Engineer.
- 1.8. Equipment for recovery vehicles used on this scheme to comply with PAS 43. PAS 43 is considered to be a minimum standard.
- 1.9. Compliant with all relevant laws and regulations in regard to all vehicles and equipment to be used in the performance of any Contract.

Appendix 9: Vehicle Equipment

LIGHT VEHICLES

SCHEDULE OF GENERAL REQUIREMENTS, CERTIFICATION AND EQUIPMENT FOR EACH VEHICLE

1. Department of Transport Test Certificate
2. Manufacturer's Spec' Sheet / Stability Test certificate
3. Weigh Bridge Certificates relating to axles and total weight
4. Crane Test Certificate
5. Winch Test Certificate
6. Spec'Lift Certificate
7. Chains, wire ropes, Straps, strops and slings etc; Test Certificates

8. Company Name & Telephone Number
9. Amber Beacons x 2 or Full Width Light Bar
10. Reflective and Retro Striping
11. Loading / Working Lights
12. Lorry Loading Crane with S.W.L markings
13. Damage Free Self Levelling Lifting Assembly with S.W.L markings
14. Winch with S.W.L markings
15. Spec' lift with S.W.L markings
16. Chains, wire ropes, Straps, strops and slings with S.W.L markings
17. Motorcycle attachment (optional)
18. Auxiliary Lighting Equipment (1 Per depot)

19. Traffic Cones x 6
20. Plastic Shovel
21. Road Brush
22. Oil Absorbent Granules
23. Wooden Blocks
24. Loading skates
25. 2 x Scotch blocks
26. 2 x Snatch Blocks
27. Trolley Jack (2 Tonnes)
28. Suitable Axle Stands
29. Wheel Brace / Spider
30. Heavy Duty Hammer
31. Non metallic Hammer
32. Crow Bar
33. 24" Bolt Croppers
34. Selection of Hand Tools
35. Jump Leads
36. Trailer Board and Cable

37. Reflective Clothing Jacket and Trousers BS 6629 EN 471
38. Safety Helmet BS EN 397
39. Safety Goggles BS EN 166
40. Heavy Duty Working Gloves
41. Latex Gloves
42. Splash Proof Clothing including Gloves and Wellingtons

43. First Aid Kit to HSE Spec' (inc eye wash)
44. ADR / Hazchem Charts
45. 1 x Flame Proof Torch
46. 1 x Hand Lamp / Torch
47. 2 x Fire Extinguishers – Dry Powder (Min 2 kg)

Please note; all documentation, certification and items listed need to be readily available with each vehicle and suitably presented for inspection when required.

HEAVY VEHICLE EQUIPMENT (IF APPLICABLE)

SCHEDULE OF GENERAL REQUIREMENTS, CERTIFICATION AND EQUIPMENT FOR EACH VEHICLE

1. Department of Transport Test / Roadworthiness Certificate
2. Manufacturer's Spec' Sheet / Stability Test certificate
3. Weigh Bridge Certificates relating to axles and total weight
4. Crane / Over Lift Test Certificate
5. Winch Test Certificates
6. Under Lift Test Certificate
7. Chains, wire ropes, Straps, strops and slings etc; Test Certificates

8. Company Name & Telephone Number
9. Amber Beacons x 2 or Full Width Light Bar
10. Reflective and Retro Striping
11. Loading / Working Lights
12. Over Lift with S.W.L markings
13. Winch with S.W.L marking
14. Under Lift with S.W.L marking
15. Chains, wire ropes, straps, strops and slings with S.W.L markings
16. 2 x 12 tonne S.W.L Strops (12" x 26') with S.W.L Marking
17. 2 x Fixed Airline Outlets to the Rear
18. Selection of Airlines and Couplings
19. Straight Tow Pole (to suit category)
20. Minimum of 8 Shackles of various suitable sizes between 6 and 12 tonnes
21. 2 x 10mm Chains
22. 2 x 16mm Chains
23. Rope and Cordage
24. Auxiliary Lighting Equipment (1 Per depot)

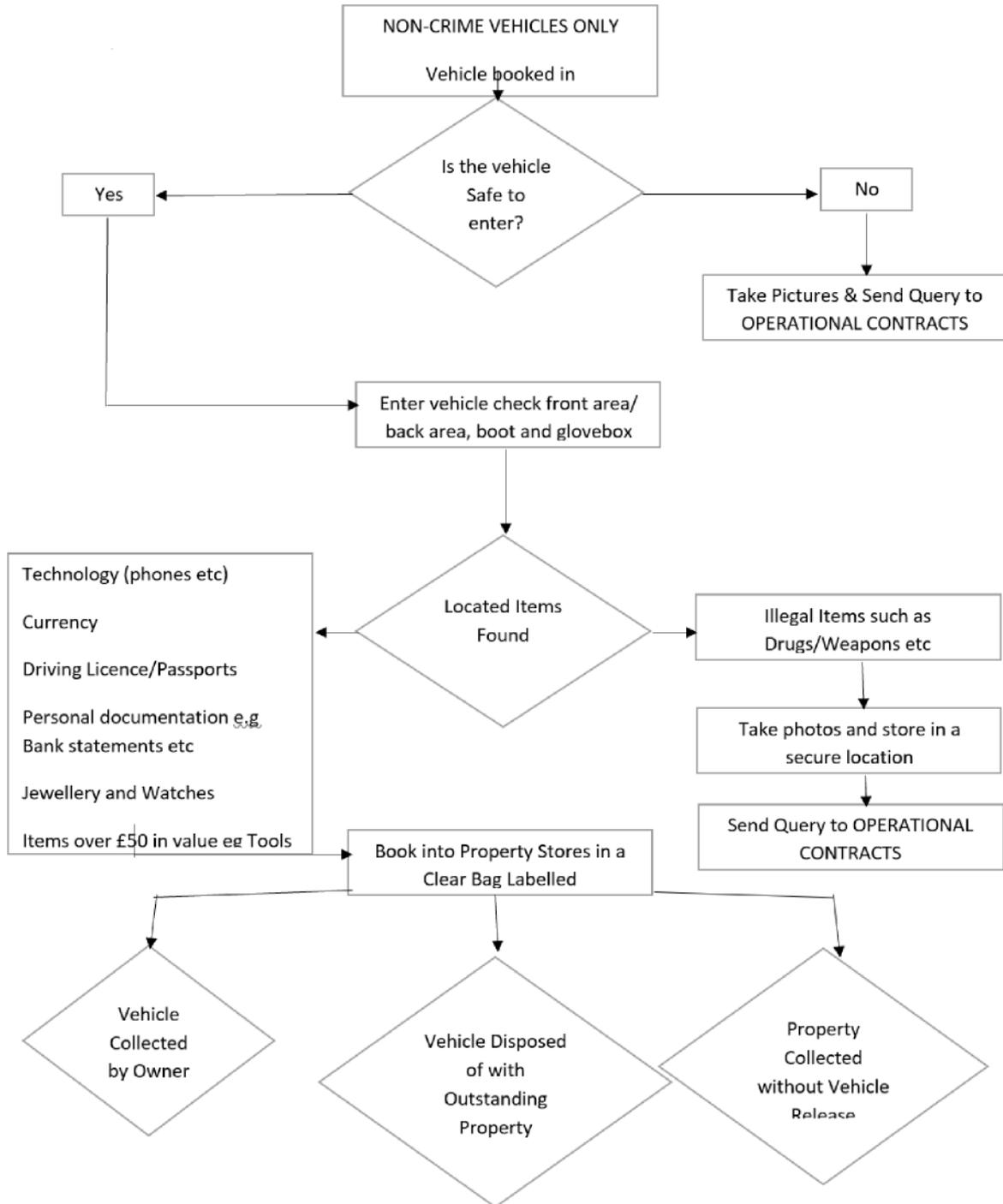
25. 6 x Traffic Cones
26. 2 x Cone Insertion Lamps
27. Plastic Shovel
28. Road Brush
29. Oil Absorbent Granules
30. Wooden Blocks
31. Fuel, Oil and Water
32. 2 x Scotch Blocks or Rear Hydraulic Stiff Legs / Spades
33. 2 x Snatch Blocks per winch. Min 8 tonnes
34. Bottle Jack (10 Tonnes)
35. Suitable Axle / Wheel Stands

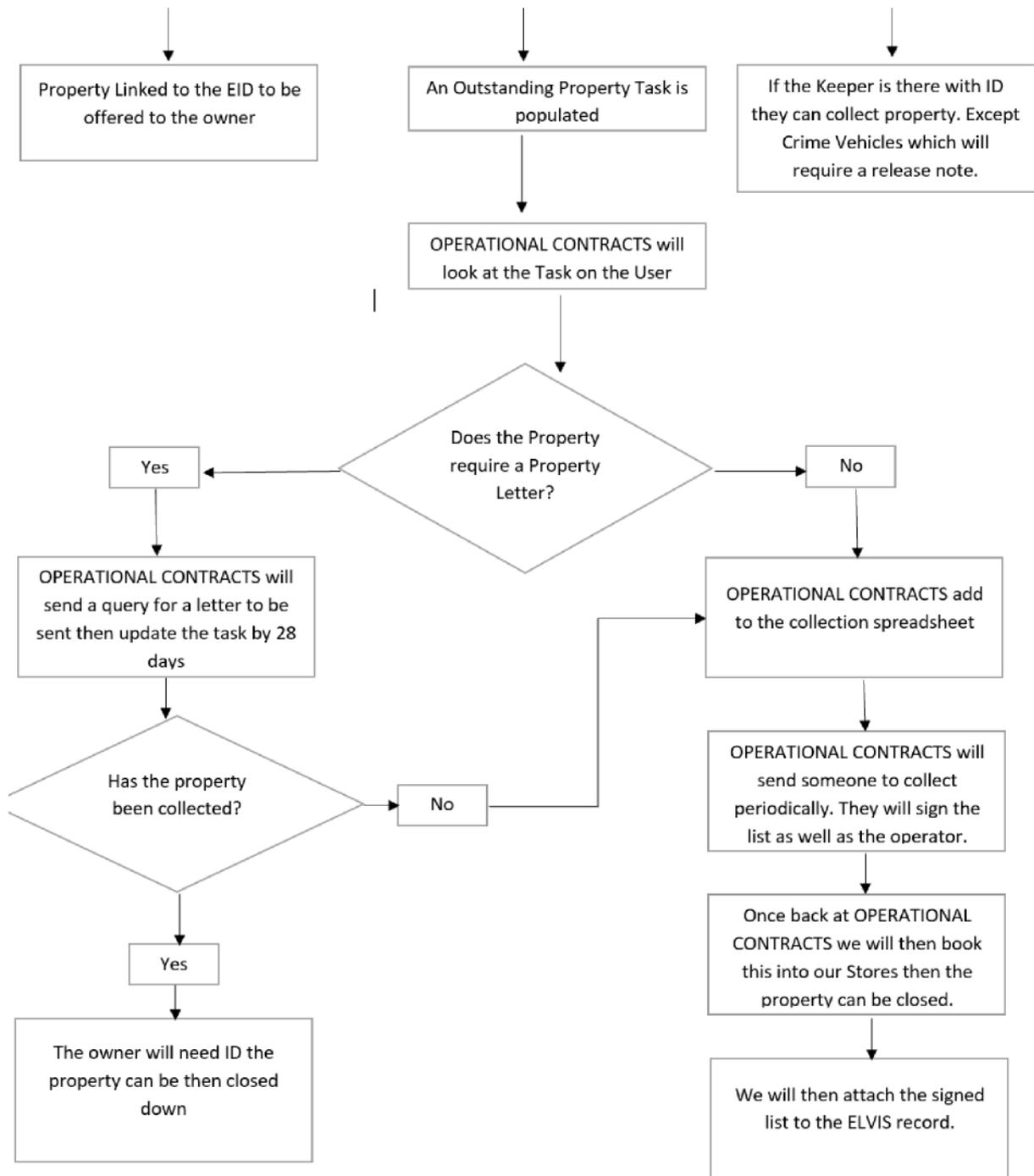
36. Heavy Duty Earth Bonding Lead
37. Commercial Wheel Brace / Spider
38. Heavy Duty Hammer
39. Non Metallic Hammer
40. Large Crow Bar
41. 24" Bolt Croppers
42. Bushman's Saw
43. Waste Bin
44. Selection of Hand Tools
45. Trailer Board and Cable

46. Reflective Clothing inc Trousers BS 6629 EN 471
47. Safety Helmet BS EN 397
48. Safety Goggles BS EN 166
49. Heavy Duty Working Gloves
50. Latex Gloves
51. Splash Proof Clothing including Gloves and Wellingtons
52. First Aid Kit to HSE Spec' (inc eye wash)
53. ADR / Hazchem Charts
54. 1 x Flame Proof Torch
55. 1 x Hand Lamp / Torch
56. 2 x Fire Extinguishers – Dry Powder (Min 3 kg)

Please note; all documentation, certification and items listed need to be readily available with each vehicle and suitably presented for inspection when required.

Appendix 10: Property Process Map





Appendix 11: Template for a Security Incident



SECURITY INCIDENT REPORT

Incident reported by	Name	
	Employee number	
	District/Dept.	
	Rank/Job Title	
	Telephone number	

Person responsible for incident	Name	
	Employee number	
	District/Dept.	
	Rank/Job Title	
	Telephone number	

Details of Incident (please give as much detail as possible i.e. last know usage, last known location)	Date and time	
	Location	
	Circumstances	
	Reported to	
	Enquiries made	
Supportworks Reference Number		

**** Send completed form to the Security Incident Reporting Mailbox

Appendix 12: Management Reports and Invoices

1.1. Monthly Invoices

- 1.1.1. West Yorkshire Police will provide each Vehicle Recovery operator with a consolidated statement of approved Police to pay charges on the 2nd working day of every month, split into Fleet and PACE.
- 1.1.2. West Yorkshire Police will provide each Vehicle Recovery Operator with individual statements for Authorised Vehicle Scrap charges and Administration fees on the 2nd working day of every month.
- 1.1.3. You will be required to provide a single invoice per statement via email to Operational Contracts.
- 1.1.4. Invoices must reach West Yorkshire Police by the 10th day of each month by secure e-mail. West Yorkshire Police will process this invoice upon receipt and payment will be made by BACS.

1.2. Payment of Value Added Tax (VAT) by West Yorkshire Police

- 1.2.1. West Yorkshire Police will provide the Vehicle Recovery Operator no later than the 2nd working day of each month a statement that corresponds with the previous months Statutory Fees Statement, which can be downloaded from the ELVIS system.
- 1.2.2. You will be required to provide a single VAT invoice via email to Operational Contracts.
- 1.2.3. VAT Invoices must reach West Yorkshire Police by the 10th day of each month by secure e-mail. West Yorkshire Police will settle the agreed VAT invoice upon receipt and payment will be made by BACS.
- 1.2.4. West Yorkshire Police will provide a spreadsheet listing all vehicles disposed of by means of scrapping on a weekly basis, we will require an invoice and will make a payment via BACS on a weekly basis for vehicles disposed of via West Yorkshire Police nominated End of Life Centre.

Appendix 13: Visit Check Sheets

Garage & Storage Visit Pro-Forma

Garage Quarterly checks		
<i>Any outstanding issues from last visit Y/N</i>		Y/N
Pre visit checks		
	Property for collection/disposal	
Visit Date		
Approach / Exterior / Customer Area		Y/N
<p>Is the approach well signposted</p> <p>is the exterior clean and tidy exterior easy access for MOP i.e. parking / ramp to door etc</p> <p>parking clearly marked</p> <p>Is the compound secure - gates and doors shut and locked?</p> <p>Customer waiting area clean and tidy</p> <p>Statutory charges and Vehicle Recovery Info booklet on display</p> <p>Is the Public Breakdown / Recovery Tariff on display</p> <p>Is Public Liability Insurance Displayed</p>		Y/N
Security / CCTV		Y/N
<p>If CCTV used inside is it working and recording?</p> <p>Are there sufficient fire extinguishers to hand?</p> <p>Are the correct type of fire extinguishers in the right place</p> <p>Have the extinguishers been recently inspected</p> <p>Have security measures changed i.e. night patrols / guard dogs <i>if yes has Vehicle Recovery Unit Manager been made aware</i></p>		Y/N
Compound		Y/N
<p>Is the compound secure - gates and doors shut and locked?</p> <p>Vehicle storage area tidy</p> <p>hazards - slip / trip / falls</p> <p>are the recovered vehicle parts stored / labelled well - including burn outs</p> <p>Is perimeter fencing / wall fit for purpose?</p> <p>is the state of yard in good order i.e. standing water etc / leakage from cars</p>		Y/N

OFFICIAL SENSITIVE - COMMERCIAL

<p>Is car storage in good order i.e. windows down etc Are incontinent vehicles stored in an environmentally friendly manner Are the Interceptors clear and running free Is the compound CCTV working? Is it recording? is compound alarm working? When was alarm last tested? Business continuity</p>	
<p>Feedback</p>	<p>Y/N</p>
<p>Does the Vehicle Recovery Operator have any issues to raise in connection with the Contact Centre? Does the Vehicle Recovery Operator have any issues to raise in connection with the EOL centre? Does the Vehicle Recovery Operator have any issues to raise in connection with Police Officers at scene? Does the Vehicle Recovery Operator have any issues to raise in connection with SOCO officers? Does the Vehicle Recovery Operator have any issues to raise in connection with the VRU?</p>	
<p>Summary</p>	
<p>Issues/Concern (ensure these are recorded on the garage spreadsheet)</p>	

OFFICIAL SENSITIVE - COMMERCIAL

<p>To be checked next Visit (include any deadline dates) (ensure these are recorded on the garage spreadsheet)</p>			
<p>Contract Managers Signature</p>		<p>Signature of garage representative</p>	
<p>Print Name</p>		<p>Print Name</p>	

CSI Working Area Visit Pro-Forma

Garage Quarterly checks	
<i>Any outstanding issues from last visit Y/N</i>	
Pre visit checks/issues carried forward	Print off ELVIS vehicles requiring examination
Visit Date	
Working Area	
Are the walls painted white in accordance with the contract Painted concrete floor - is it clean / fit for purpose is the working area water tight Is the area clean of debris / spillages on the floor (oil) etc Are there any S/T/F issues Is there an office/desk space available for WYP staff to use - is it fit for use	
Heating /Lighting	
Is the lighting Contract compliant - do all bulbs work is the heating Contract compliant does it work Suitable Power Sockets are there additional power sockets Back-up power available	
Security	
Is the CSI area self-contained or separated by curtains Is the area covered by motion sensors are they working How many CCTV camera's Is the CCTV working in this area Is the CCTV recording	
Feedback	
Does the Vehicle Recovery Operator have any issues to raise in connection with the Contact Centre? Does the Vehicle Recovery Operator have any issues to raise in connection with the EOL centre? Does the Vehicle Recovery Operator have any issues to raise in connection with Police Officers at scene?	

OFFICIAL SENSITIVE - COMMERCIAL

<p>Does the Vehicle Recovery Operator have any issues to raise in connection with CSI officers? Does the Vehicle Recovery Operator have any issues to raise in connection with the VRU?</p>		
<p>List of vehicles in CSI Bay (to be checked against ELVIS re requirement to be in the CSI Bay)</p>		
<p>Other</p>		<p>Y/N</p>
<p>Number of vehicles awaiting examination (what is maximum number) Any that have been examined that can be moved out Have CSI been booked (NICHE) for those still in the bay Any outstanding issues from 3.5T Ramp LOLER report</p>		
<p>Summary of CSI/CIU/Vehicle Examiners facilities</p>		
<p>To be checked next Visit (include deadline date)</p>		

OFFICIAL SENSITIVE - COMMERCIAL

Contract Managers Signature		Signature of garage representative	
Print Name		Print Name	

Health & Safety / General Documentation Visit Pro-Forma
--

6 monthly check

Garage		
Items carried forward from previous visit / Items to be checked	1) 2) 3) 4)	
Visit Date		
Health & Safety		Y/N/Date
First aid kits - how many location: location Are the contents of first aid kit within date Accident book - where is it when was the last entry Who is the competent source of advice for all H&S matter Company: Name: Fire exits clearly marked - including fluorescent signs are the fire escapes obstructed Date of last fire drill		
Summary		
Other		Y/N
Date when fire extinguishers last checked Sufficient fire extinguishers to hand Correct extiguishers in storage area		
Summary		

OFFICIAL SENSITIVE - COMMERCIAL

Contract Managers Signature		Signature of garage representative	
Print Name		Print Name	
To be checked next Visit			

Appendix 14: Contract Management KPIs

The Contract Management Key Performance Indicators (KPIs) set out the service to be provided by “**The Contractor**” to the end users of the **Agreement**.

It is the intended that these KPIs will provide an effective system of performance indicators that shows the contract is providing a reliable and timely service at an agreed price to an agreed quality standard.

The performance measures in place are expected to facilitate:

- High standards of performance
- Customer satisfaction

Key Performance Indicators (KPIs)

The Contractor is expected to meet the following three key performance indicators:

1. ATTENDANCE TIME	
Specific	Incidents are to be attended within 30 to 45 mins of receiving a call out via ELVIS or telephone.
Measurable	Download from ELVIS.
Achievable / Agreed upon	This should be achievable in most instances as the contract was partly awarded on this fact, but the arrival time input is subjective as Vehicle Recovery Operators complete the time themselves, so we are relying on the honesty of the Vehicle Recovery Operators.
Realistic	Due to weather and road conditions there may be failures which is why the target is 90%.
Timely	Monthly report sent to Vehicle Recovery Operators within the first week of the new month in order for them to address any issues ASAP. The data as a whole to be fully reviewed quarterly for trends.
Sanction	Email to Vehicle Recovery Operator monthly stating if rate is good or bad. If rate is bad then monitor closely each month for following two months and if no improvement set up meeting with Vehicle Recovery Operator and Operational Contracts Manager. Continue to monitor monthly for the following three month and if no improvement issue Vehicle Recovery Operator with a warning letter

	Total time from issue being raised to letter 6 months.
--	--

2. PREMISES CHECKS	
Specific	Check Vehicle Recovery Operator premises and procedures against the Visit Check Sheets (Appendix 13).
Measurable	All Vehicle Recovery Operators will be checked against the Visit Check Sheets (Appendix 13).
Achievable / Agreed upon	This will be undertaken quarterly and deficiencies identified.
Realistic	This is a continuation of an existing practice. It is merely being tightened up on.
Timely	If deficiencies are identified these will be notified immediately to the Vehicle Recovery Operator for correction.
Sanction	Deficiencies not rectified by the following visit will be noted and timescales for correction identified.

3. RECORD KEEPING	
Specific	Vehicle Recovery Operators to update the ELVIS records with required details in a timely fashion, ie. vin, property, visits and that where required statutory letters are being sent within the required timeframe. All queries/referrals sent need to be actioned and acknowledged.
Measurable	All recorded on ELVIS.
Achievable / Agreed upon	Yes it is a requirement of the contract.
Realistic	Requirement of the contract - 100% compliance required.
Timely	Operational Contracts will carry out weekly checks of ELVIS records and any deficiencies identified will be notified immediately to the Vehicle Recovery Operator for correction.
Sanction	Report finding to Vehicle Recovery Operator. If issues persist arrange meeting between Vehicle Recovery Operator and the Operational Contracts Manager. If no improvement, warning letter to be issued.

Performance Tracking & Publication

For the purposes of this contract West Yorkshire Police are required to publish a Contract Performance Notice on the Government ‘Central Digital Platform’ detailing each supplier’s performance against a minimum of three KPIs. This publication is required at least once a year in accordance with section 71 of the Procurement Act 2023.

To enable standardised and consistent tracking of our chosen key performance indicators, they will be regularly reviewed to measure and track the performance of the contract(s) as per the following scoring matrix:

Rating	Description
Good	Performance is meeting or exceeding the key performance indicators
Approaching Target	Performance is close to meeting the key performance indicators
Requires Improvement	Performance is below the key performance indicators
Inadequate	Performance is significantly below the key performance indicators
Other	Performance cannot be described as good, approaching target, requires improvement or inadequate

Poor Performance and Breach of Contract

Where a supplier is in breach of the contract or is failing to deliver the contract to the satisfactory level of performance as detailed in the KPIs, West Yorkshire Police may publish a contract performance notice detailing poor performance or breach of contract, in accordance with the Procurement Act 2023.

Poor performance will be managed in accordance with the sanctions detailed against each KPI or escalated in line with the Rectification Plan within the contracted Terms and Conditions.

Appendix 15: Information Management Standards



Information
Management Standard

Appendix 16: IT & IA Security Standards



IT and Information
Assurance Security St

Appendix 17: TUPE – Non-Disclosure Agreement

The current Vehicle Recovery Operators for the following Lots have notified us of members of their staff who they believe are subject to TUPE:

- Lot 4: Wakefield / Pontefract
- Lot 5: Kirklees
- Lot 6: Calderdale
- Lot 7: Bradford South

Stage One General Employment Information (anonymised) will be provided to bidders who complete, sign and return the **Non-Disclosure Agreement** (embedded below) via the Correspondence function for the Vehicle Recovery Services Tender on the Bluelight E-Tendering portal: <https://sell2.in-tend.co.uk/blpd/home>

Non-Disclosure Agreement (TUPE) word document provided for completion during the tender process

This information can be requested up to the Clarification Deadline detailed within the ITT Information and Instructions for Suppliers, paragraph 2.2.

Tenderers should seek their own legal advice regarding TUPE.

Section Five: Schedule of Rates

See Section Four: Statement of Requirements:

- **Appendix 3: Statutory Fees and Charges**
(Pages 97-100 of this document)
- **Appendix 4: Statutory Charges Matrix**
(Pages 101-103 of this document)

Section Six: Change Control Notice



CONTRACT VARIATION / CHANGE

CONTRACT TITLE:
CONTRACT REF:
CHANGE No:
DATE:

BETWEEN:

[]	&	[]
(hereinafter called "the Authority")		(hereinafter called "the Supplier")

1. With effect from [] the Contract shall be changed as follows:

<p>With regard to:-</p> <p>Clause [] shall be amended to include the following definitions:</p> <p>Clause [] shall be amended in its entirety to read:</p> <p>Clause [] shall be deleted in its entirety.</p> <p>The following will be added at clause []</p>
--

OFFICIAL SENSITIVE - COMMERCIAL

2. Words and expressions in this Contract Change Form shall have the meanings given to them in the Contract.
3. The Contract, including any previous Contract Changes, shall remain effective and unaltered except as amended by this Contract Change.

SIGNED:

For: The Authority

For: The Supplier

By:

By:

Full Name:

Full Name:

Title:

Title:

Date:

Date:

Section Seven: Contract Management KPIs

The Contract Management Key Performance Indicators (KPIs) set out the level of service to be provided by “**The Contractor**” to the end users of the **Agreement**.

It is intended that these KPIs will provide an effective system of performance indicators that shows the contract is providing a reliable and timely service at an agreed price to an agreed quality standard.

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- High standards of performance
- Customer satisfaction

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The Contractor is expected to meet the following three key performance indicators:

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2. PREMISES CHECKS	
Specific	Check Vehicle Recovery Operator premises and procedures against the Visit Check Sheets (Appendix 13).
Measurable	All Vehicle Recovery Operators will be checked against the Visit Check Sheets (Appendix 13).
Achievable / Agreed upon	This will be undertaken quarterly and deficiencies identified.
Realistic	This is a continuation of an existing practice. It is merely being tightened up on.
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3. RECORD KEEPING	
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Measurable	All recorded on ELVIS.
Achievable / Agreed upon	Yes it is a requirement of the contract.
Realistic	Requirement of the contract - 100% compliance required.
Timely	Operational Contracts will carry out weekly checks of ELVIS records and any deficiencies identified will be notified immediately to the Vehicle Recovery Operator for correction.
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Rating	Description
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Poor Performance and Breach of Contract

Where a supplier is in breach of the contract or is failing to deliver the contract to the satisfactory level of performance as detailed in the KPIs, West Yorkshire Police may publish a contract performance notice detailing poor performance or breach of contract, in accordance with the Procurement Act 2023.

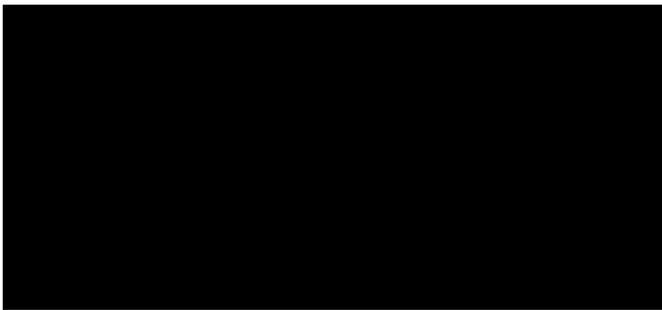
Poor performance will be managed in accordance with the sanctions detailed against each KPI or escalated in line with the Rectification Plan within the contracted Terms and Conditions.

Section Eight: Key Contacts

SUPPLIER KEY CONTACTS:



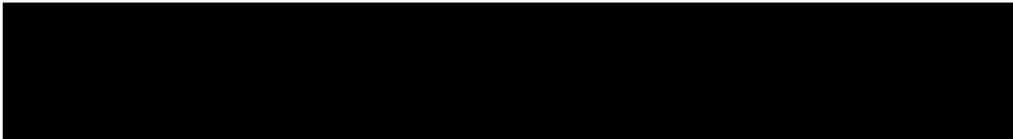
AUTHORITY KEY CONTACTS:



Contract Management



Finance & Payments



Procurement

Email - ybprocurement@westyorkshire.police.uk

Section Nine: Tender Response and Clarifications**Tender Response Document: Section 1**

Contract Title	VEHICLE RECOVERY SERVICES for West Yorkshire Police
Contract Reference	069-POL-24
Contract Dates	Estimated 1 st December 2025 to 30 th November 2029 <i>with the option to extend for up to 24 months</i>

Please tick to indicate that you are returning the following, fully completed:

Document Reference	Description	Tick Box Below
Section 1 (this Document)	Procurement Specific Questionnaire	
Part 1	Confirmation of Registration on the Central Digital Platform	<input checked="" type="checkbox"/>
Part 2	Exclusions, Associated and Connected Persons and Intended Sub-Contractors	<input checked="" type="checkbox"/>
Part 3	Questions Relating to Conditions of Participation	<input checked="" type="checkbox"/>
Part 4	Contact Details and Declaration	<input checked="" type="checkbox"/>

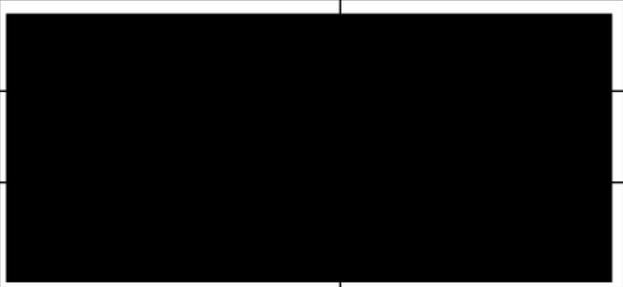
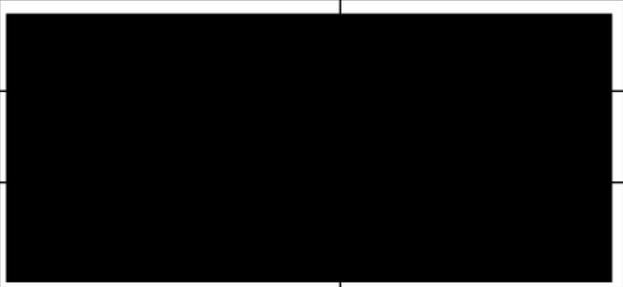
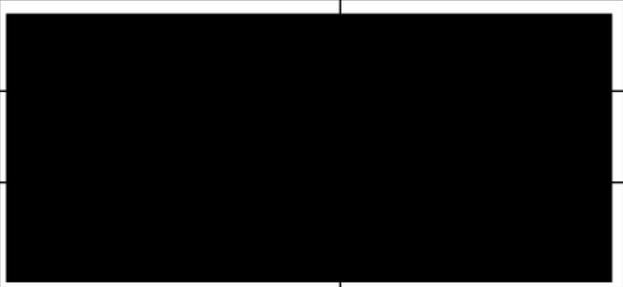
SECTION 1 - PROCUREMENT SPECIFIC QUESTIONNAIRE

Part 1 – Confirmation of Registration on the Central Digital Platform					
Preliminary questions					
No	Question	Your Response			
1	Company Name:	Unit 1 Recovery Ltd			
2	You must be registered on the central digital platform (CDP). Please provide your Unique Identifier:	[REDACTED]			
3	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:	Single Supplier	<input checked="" type="checkbox"/>	Group/Consortium	<input type="checkbox"/>
		the name of the group/consortium		Click here to enter text.	
		the proposed structure of the group/consortium, including the legal structure where applicable		Click here to enter text.	
		the name of the lead member in the group/consortium		Click here to enter text.	
		your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)		Click here to enter text.	
4	If applicable to this Procurement, please confirm which lot(s) you are bidding for	Lot 1 – Leeds North West			<input type="checkbox"/>
		Lot 2 - Leeds North East			<input type="checkbox"/>
		Lot 3 – Leeds South			<input type="checkbox"/>
		Lot 4 – Wakefield / Pontefract			<input type="checkbox"/>
		Lot 5 - Kirklees			<input checked="" type="checkbox"/>
		Lot 6 - Calderdale			<input type="checkbox"/>
		Lot 7 – Bradford South			<input type="checkbox"/>
		Lot 8 – Bradford North			<input type="checkbox"/>

5	Are you on the debarment list?	Yes (provide details below)	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
	The debarment list can be found here: https://assets.publishing.service.gov.uk/media/67c19349750837d7604dbcd6/Debarment List_revised.pdf	Click here to enter text.			
No	Core Supplier Information				
6	<p>You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).</p> <p>This includes:</p> <ul style="list-style-type: none"> a) basic information b) economic and financial standing information c) connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) d) exclusion grounds information <p>Please confirm you have shared this information with us:</p>				
	Insert File Reference	or			

Part 2 – Additional Exclusions Information					
No	2a) Associated and Connected Persons				
7	Are you relying on any associated persons to satisfy the conditions of participation ¹ ? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor). If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).	Yes	<input checked="" type="checkbox"/>		
		No	<input type="checkbox"/>		
8	For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.				
	<div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>				
	Insert name of supplier and brief description				
9	For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):				
	<ul style="list-style-type: none"> a) basic information b) economic and financial standing information (if they are being relied upon to meet conditions of participation regarding financial capacity) c) connected person information d) exclusion grounds information 				
	<div style="background-color: black; width: 100%; height: 100%; min-height: 50px;"></div>				
	Insert name of supplier and file reference/ share code				
10	Are any of your associated persons on the debarment list?	Yes (provide details below)	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
		Click here to enter text.			

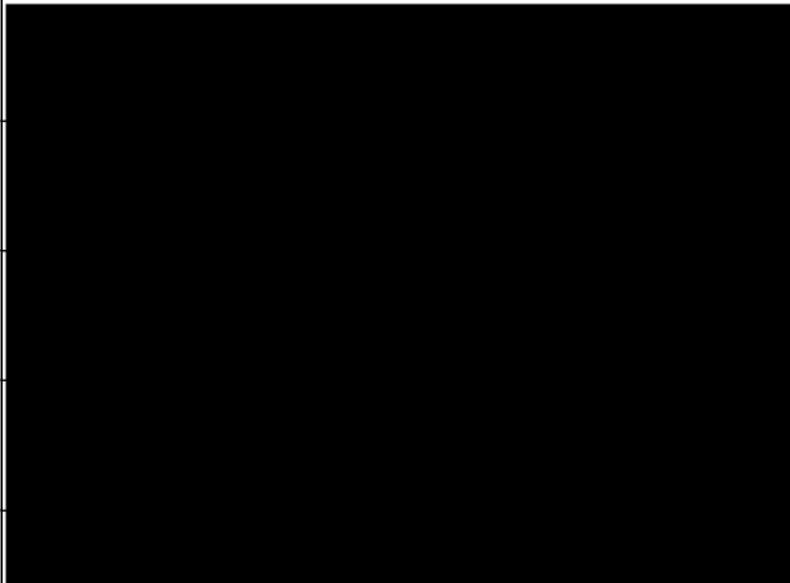
¹ The conditions of participation are outlined in Part 3

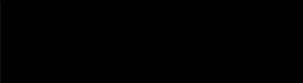
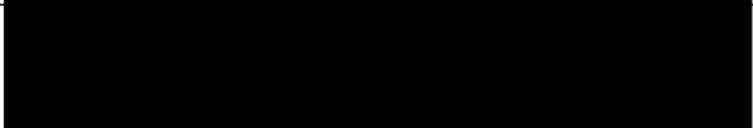
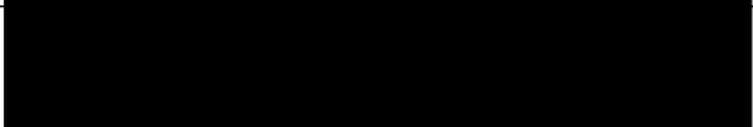
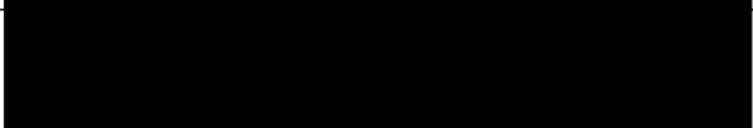
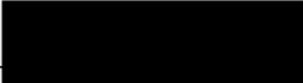
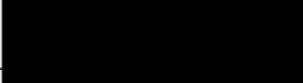
No	2b) List of Intended Sub-Contractors																									
11	<p>Please provide:</p> <ul style="list-style-type: none"> a) a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain) b) their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent c) a brief description of their intended role in the performance of the contract <p>If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable.</p> <p>If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.</p> <table border="1" data-bbox="328 891 1570 1377"> <thead> <tr> <th data-bbox="328 891 667 996">Name of Sub-Contractor</th> <th data-bbox="667 891 951 996">Unique Identifier</th> <th colspan="3" data-bbox="951 891 1570 996">Brief Description</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="328 996 951 1283" rowspan="3"></td> <td colspan="3" data-bbox="951 996 1570 1086">Supply of HGV recovery capability in Kirklees</td> </tr> <tr> <td colspan="3" data-bbox="951 1086 1570 1176">Supply of HGV recovery capability in Kirklees</td> </tr> <tr> <td colspan="3" data-bbox="951 1176 1570 1283">Supply of HGV recovery capability in Kirklees</td> </tr> <tr> <td data-bbox="328 1283 667 1377">Supplier Name</td> <td data-bbox="667 1283 951 1377">Unique Identifier</td> <td colspan="3" data-bbox="951 1283 1570 1377">Brief Description</td> </tr> </tbody> </table>					Name of Sub-Contractor	Unique Identifier	Brief Description					Supply of HGV recovery capability in Kirklees			Supply of HGV recovery capability in Kirklees			Supply of HGV recovery capability in Kirklees			Supplier Name	Unique Identifier	Brief Description		
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Supplier Name	Unique Identifier	Brief Description																								
12	Please confirm if any intended sub-contractor is on the debarment list.		Yes (provide details below)	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>																				
Click here to enter text.																										

Part 3 – Questions Relating to Conditions of Participation							
3a) Standard Questions							
No	Financial Capacity						
13	Financial and Economic Standing						
	Please confirm your understanding that we will undertake a Credit Rating Assessment to ensure that you comply with the following minimum requirement.						
	Applicable Financial Assessment	Minimum Level required	Confirmation of Understanding:				
	Experian Credit Rating Risk Score	51	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
14	Are you relying on another person or entity to meet this level of Financial and Economic Standing / to act as guarantor?			Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
	Please provide their name and details of the evidence which will be provided if requested:		Name of Supplier/ Guarantor.				
			Evidence of their EFS.				
15	Insurance						
	Please self-certify that you can commit to obtain (following contract award and prior to the commencement of the contract) the levels of insurance cover indicated below:						
	Insurance Type	Insurance Level	Yes/No				
	Employer’s (Compulsory) Liability Insurance	£5,000,000.00	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
	Public Liability Insurance	£5,000,000.00	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
	Motor Traders Policy / Vehicle Accumulation Insurance	£10,000,000.00	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
	Motor Traders Insurance	£5,000,000.00	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
	Motor Vehicle Insurance	£5,000,000.00	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf .							
No	Legal Capacity						
16	Legal Capacity (Contracting Authority Specific)						

	NOT USED				
17	Data Protection and Information Governance				
	(1) Please confirm that your organisation has implemented technical and organisational measures which are in line with the minimum standards set out under ISO27001 (or an alternative equivalent industry standard which the authority must deem to be acceptable), to ensure and demonstrate that the processing of personal data and special category data generally by your organisation is performed in accordance with the 2016/679 EU (the "GDPR").	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	If your answer is "Yes" please state which standard your organisation has implemented. If your answer is "No", please provide details explaining why these measures have not been put in place and what action(s) you will be taking to remedy this.				
	(2) Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the Data Protection Legislation and to ensure the protection of the rights of data subjects.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	(3) Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:				
	To ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	To comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	To ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

<p>To ensure legal safeguards are in place to legitimise transfers of personal data outside of the UK (if such transfers will take place)</p>	<p>Yes</p>	<p><input checked="" type="checkbox"/></p>	<p>No</p>	<p><input type="checkbox"/></p>
<p>To maintain records of personal data processing activities</p>	<p>Yes</p>	<p><input checked="" type="checkbox"/></p>	<p>No</p>	<p><input type="checkbox"/></p>
<p>To regularly test, assess and evaluate the effectiveness of the above measures</p>	<p>Yes</p>	<p><input checked="" type="checkbox"/></p>	<p>No</p>	<p><input type="checkbox"/></p>
				
<p>(4) Have you been subject to any enforcement action(s) by the ICO (Information Commissioners Office) in respect of data protection compliance in the last three years? If your answer is “Yes”, please give details in the space below, including remedial actions taken. Please note that the Authority will not select bidders that have been prosecuted or served penalty/enforcement notice(s) in the last 3 years unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<p>Yes</p>	<p><input type="checkbox"/></p>	<p>No</p>	<p><input checked="" type="checkbox"/></p>
<p>Click or tap here to enter text.</p>				
<p>(5) Have you appointed a Data Protection Officer (whether or not compulsory or voluntarily)? If your answer is “No”, please provide reasons why not:</p>	<p>Yes</p>	<p><input checked="" type="checkbox"/></p>	<p>No</p>	<p><input type="checkbox"/></p>
<p>Click or tap here to enter text.</p>				

No	Technical Ability
18	<p>Relevant Experience and Contract Examples</p> <p>Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).</p> <p>Where this procurement is for goods or services, the examples must be from the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.</p> <p>For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed, or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).</p> <p>If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.</p>
Contract 1	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	
Point of contact in customer's organisation	
Position in the customer's organisation	
E-mail address	
Description of contract	Provision of vehicle recovery services, Lot 6 Kirklees South

Contract start date	
Contract completion date	
Estimated contract value	
Contract 2	
Name of customer organisation who signed the contract	
Name of supplier who signed the contract	
Point of contact in customer's organisation	
Position in the customer's organisation	
E-mail address	
Description of contract	Provision of vehicle recovery services, Lot 5 Kirklees North
Contract start date	
Contract completion date	
Estimated contract value	
Contract 3	
Name of customer organisation who signed the contract	Click or tap here to enter text.
Name of supplier who signed the contract	Click or tap here to enter text.

OFFICIAL SENSITIVE - COMMERCIAL

Point of contact in customer's organisation	Click or tap here to enter text.
Position in the customer's organisation	Click or tap here to enter text.
E-mail address	Click or tap here to enter text.
Description of contract	Click or tap here to enter text.
Contract start date	Click or tap here to enter text.
Contract completion date	Click or tap here to enter text.
Estimated contract value	Click or tap here to enter text.
<p>If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up or you have provided services in the past but not under a contract</p>	
<p>Click or tap here to enter text.</p>	
19	Experience of sub-contractor management
	NOT USED
20	Organisational standards
	NOT USED

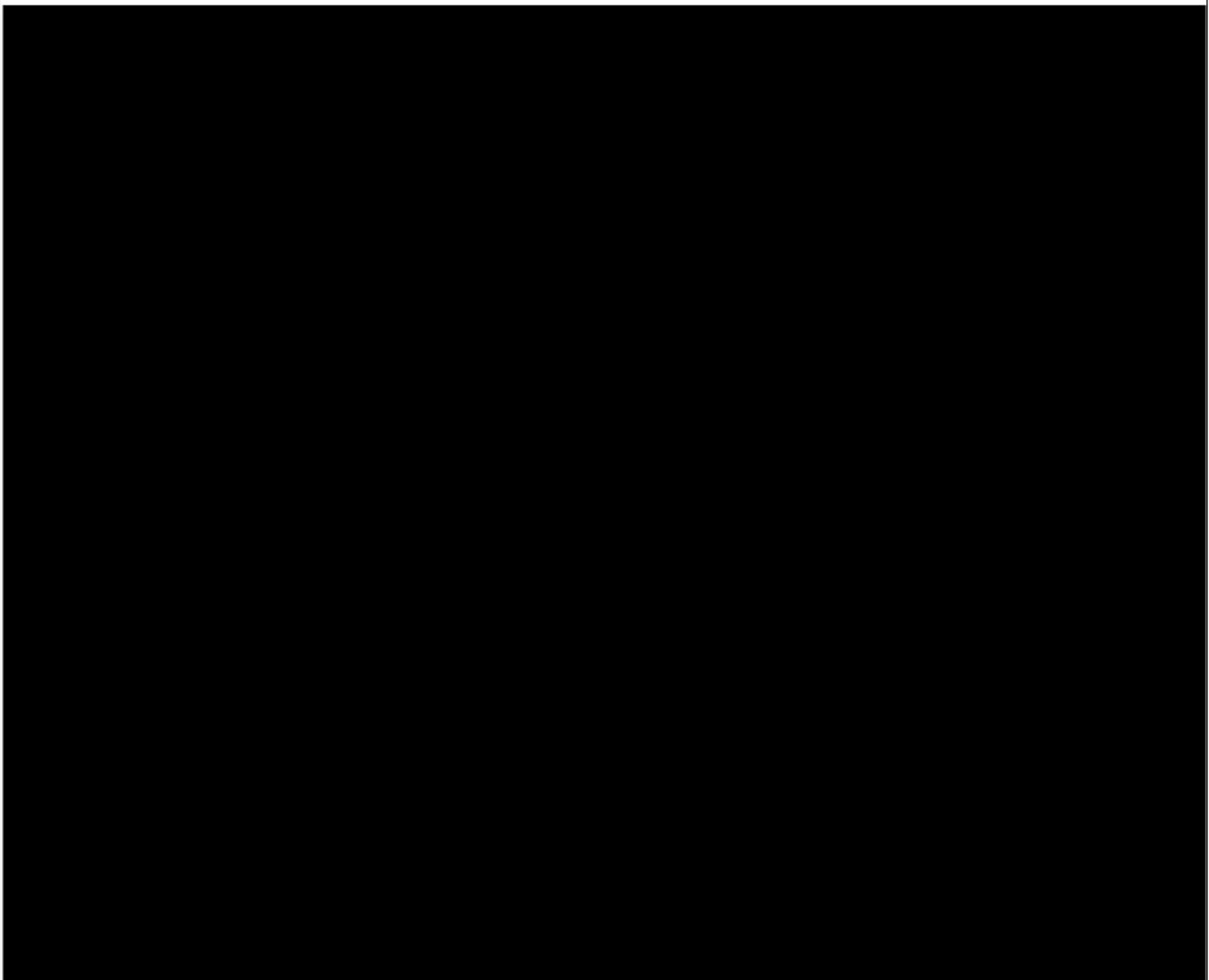
No	Technical Ability
21	Health and Safety
	NOT USED
22	Business Continuity
<p>West Yorkshire Police as Category One responders are required by the Civil Contingencies Act 2004, to have a Business Continuity Management (BCM) system in place. Through the full</p>	

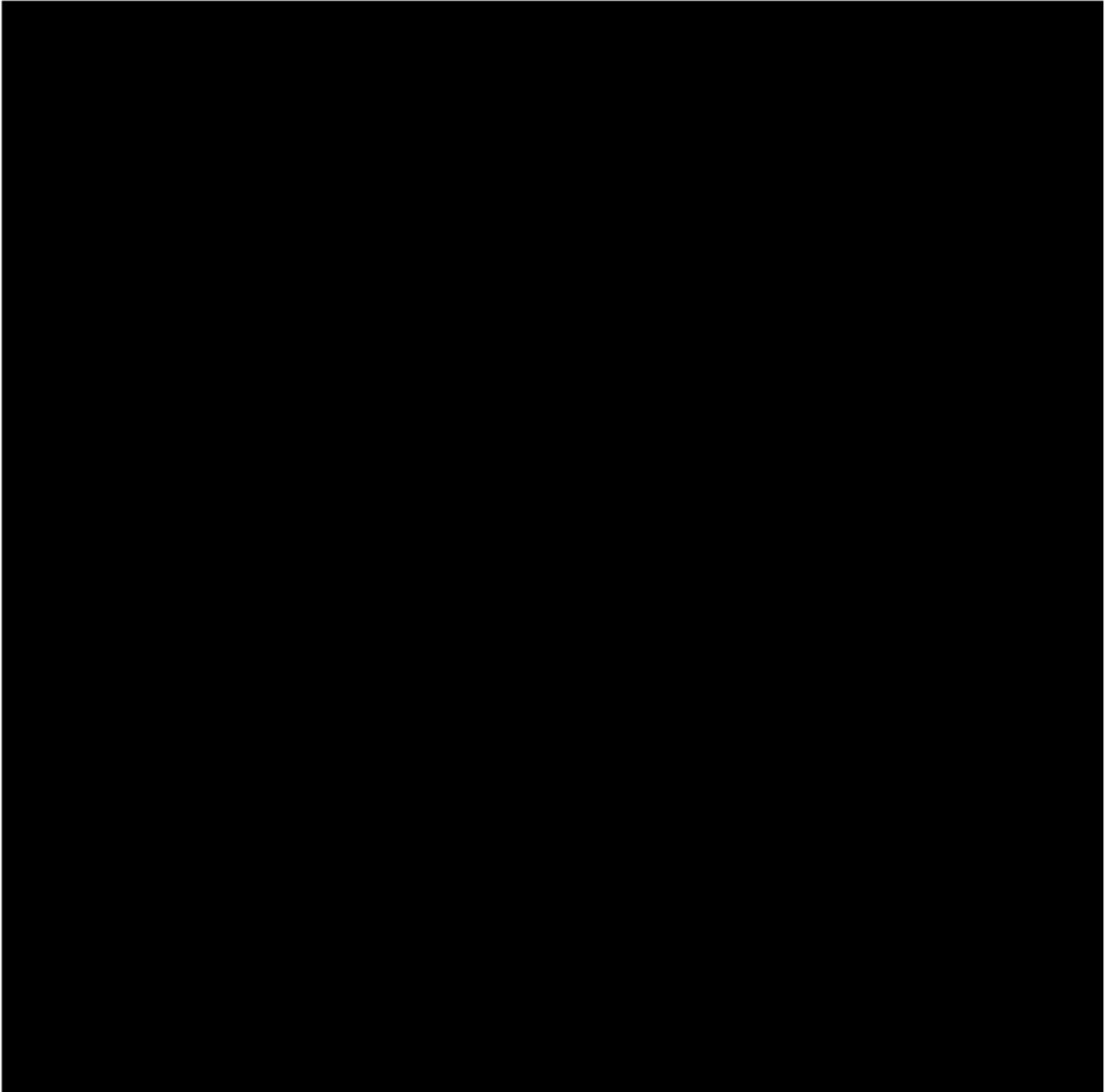
application of this system, the Force has identified its Mission Critical Functions, together with the Departments and critical resources that support these. BCM plans are now in place for these areas of business, to ensure the continuous provision of those functions and to mitigate disruption.

BCM is a critical area of business within the Force, therefore where it is necessary to procure goods or services that underpin these Critical Functions from external suppliers, documentary evidence will be required from them of their BCM processes and plans, that ensures the continuous provision of that product or service.

Risk Management - Explain how your company identifies and mitigates the risk of disruption?

Please provide an example of where you have identified and mitigated against potential disruption and a copy of your risk management policy and/or guidance documents to support your response.





Business Continuity and Plans - Please demonstrate how you apply Business Continuity Management to ensure the continuous provision of this critical service.

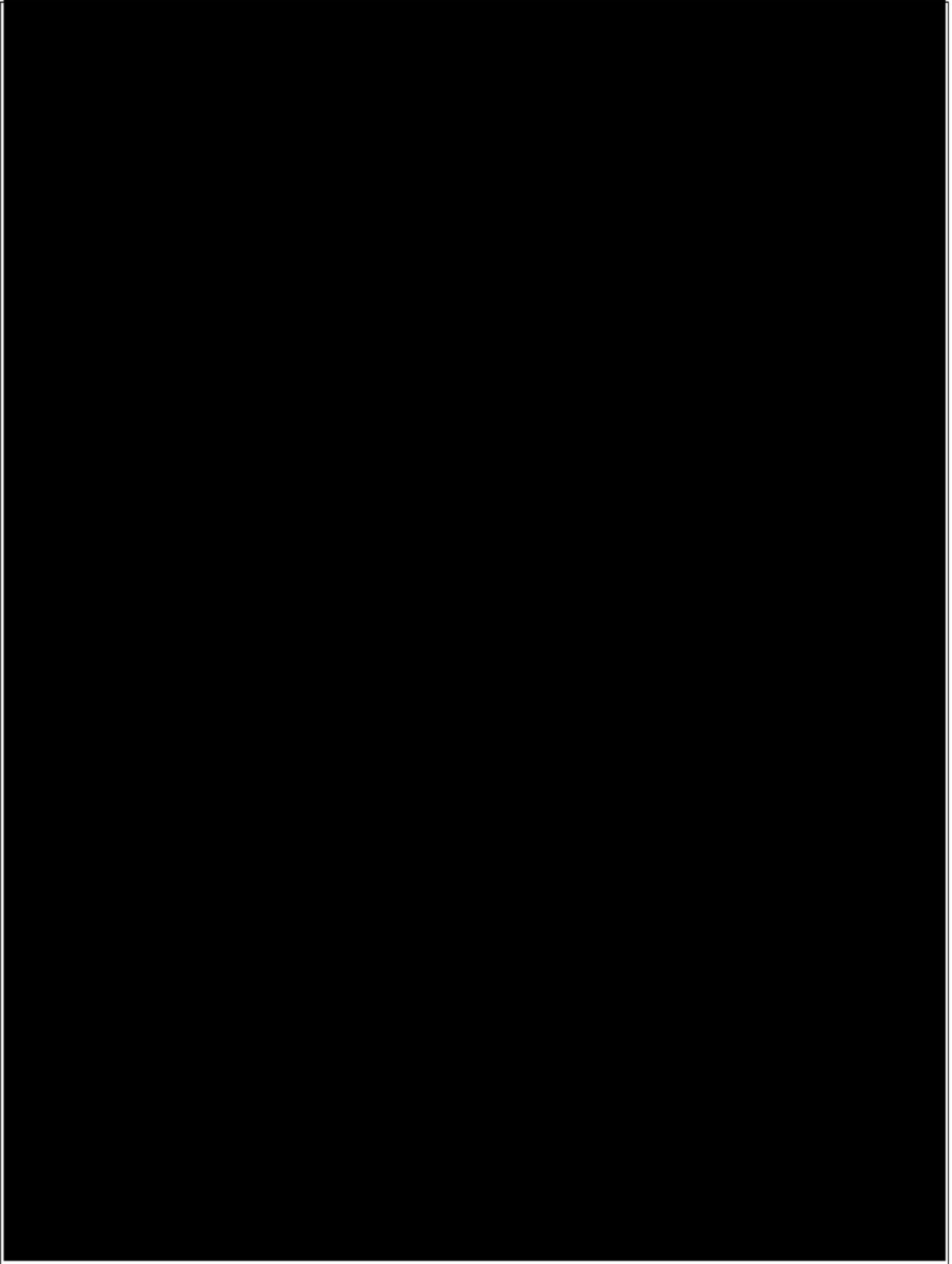
As part of your response, you must provide copies of your Business Continuity policy and plan(s); and explain how your business will continue, in the event of you experiencing a disruption.

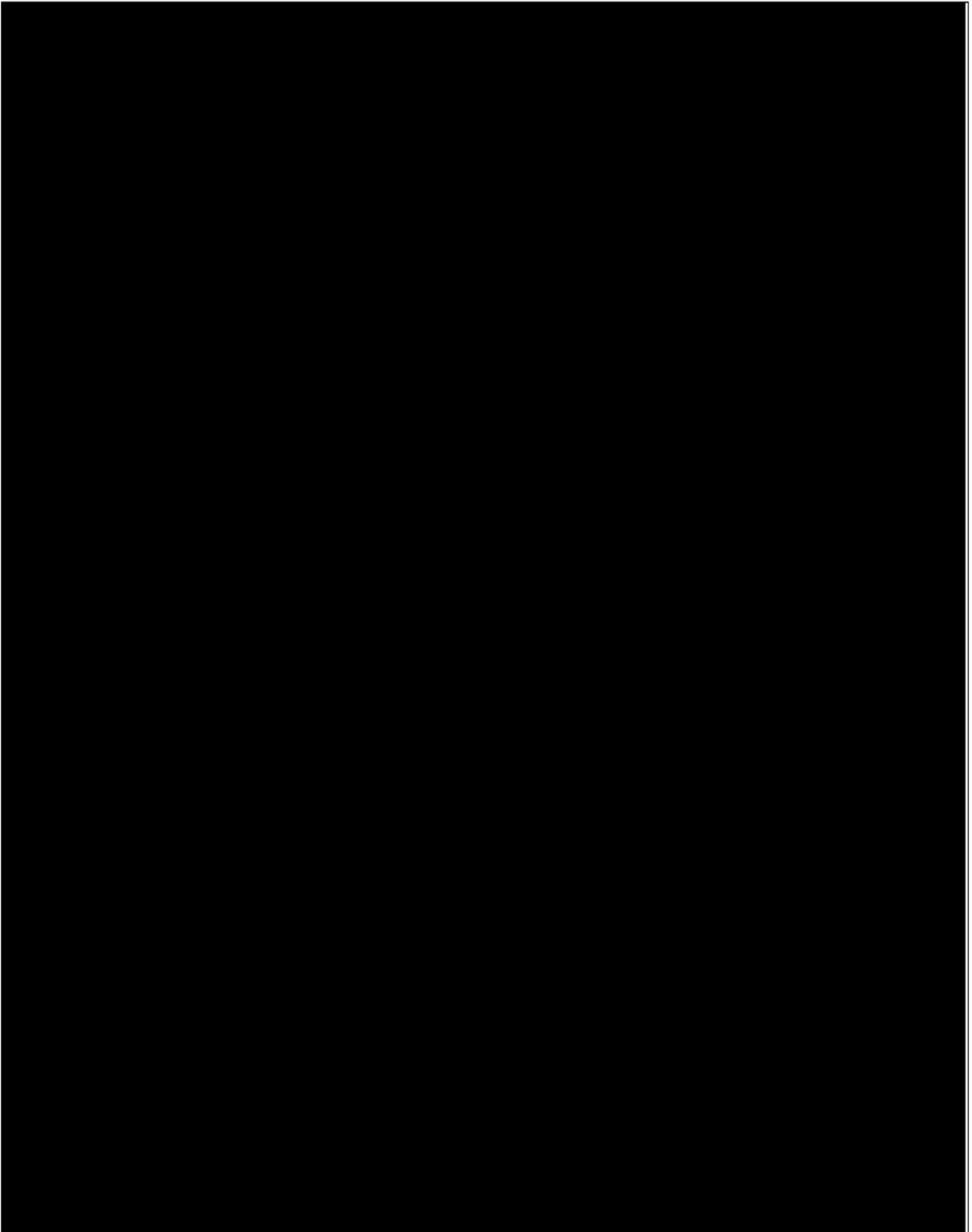
Ensure your answer covers as a minimum the following:

- The activities that are essential for the delivery of your service and how did you identify these;
- A summary of how your company would operate following a loss of or disruption to key resources including (but not limited to) staff, IT systems, communication systems, utilities, premises, equipment, fuel, suppliers, etc;
- An explanation that all your critical IT systems and data are backed up and readily available off site with disaster recovery procedures in place to restore them;
- A description of the business continuity roles and responsibilities of your key personnel and documentary evidence that these are clearly defined; and the procedures you have in place to ensure immediate and regular communication with your customers and key stakeholders following any disruption.
- A description of the validation arrangements in place for business continuity plans including review, exercise and updates within the last 12 months.

NOTE - A redacted version of the business continuity plan is acceptable as long as it covers the aspects identified above.







AI Disclosure (Information Only – NOT SCORED)				
AI Disclosure - For Information Only (Not Scored)				
AI tools can be used to improve the efficiency of your bid writing process, however they may also introduce an increased risk of misleading statements via 'hallucination'.				
Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission? This may include using these tools to support the drafting of responses to Award questions.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
[REDACTED]				
Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
[REDACTED]				

Part 4 - Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct, accurate and not misleading.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence, and/or information referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement

I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or false/misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement.

I am aware of the consequences of serious misrepresentation.

Contact details of those making the declaration

	Response
Contact name	[REDACTED]
Name of organisation	Unit 1 Recovery Ltd
Role in organisation	[REDACTED]
Phone number	[REDACTED]
E-mail address	[REDACTED]
Postal address	Unit 1 Recovery Ltd Colne Bridge Works Bridge Road Huddersfield HD5 ORH
Signature (electronic is acceptable)	[REDACTED]
Date	[REDACTED]

Tender Response Document - Section 2 and Section 3

Contract Title	VEHICLE RECOVERY SERVICES for West Yorkshire Police
Contract Reference	069-POL-24
Contract Dates	Estimated 1 st December 2025 to 30 th November 2029 <i>with the option to extend for up to 24 months</i>
Supplier Name:	Click or tap here to enter text.

<p>Please indicate which Lot this 'Tender Response Document - Section 2 and Section 3' relates to:</p> <ul style="list-style-type: none"> • Lot 1 – Leeds North West • Lot 2 – Leeds North East • Lot 3 – Leeds South • Lot 4 – Wakefield / Pontefract • Lot 5 – Kirklees • Lot 6 – Calderdale • Lot 7 – Bradford South • Lot 8 – Bradford North 	Lot 5 - Kirklees
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Please tick to indicate that you are returning the following, fully completed:

Document Reference	Description	Tick Box Below
Section 2 <i>(this document)</i>	Award Criteria	
Part 1	Mandatory Criteria	<input checked="" type="checkbox"/>
Part 2	Quality Questions	<input checked="" type="checkbox"/>
Part 3	Social Value	<input checked="" type="checkbox"/>
Section 3 <i>(this Document)</i>	Required Information	
Part 1	FOI Schedule	<input checked="" type="checkbox"/>
Part 2	Certificate of non-collusion and non-canvassing	<input checked="" type="checkbox"/>
Part 3	Form of Tender	<input checked="" type="checkbox"/>

SECTION 2 – AWARD CRITERIA

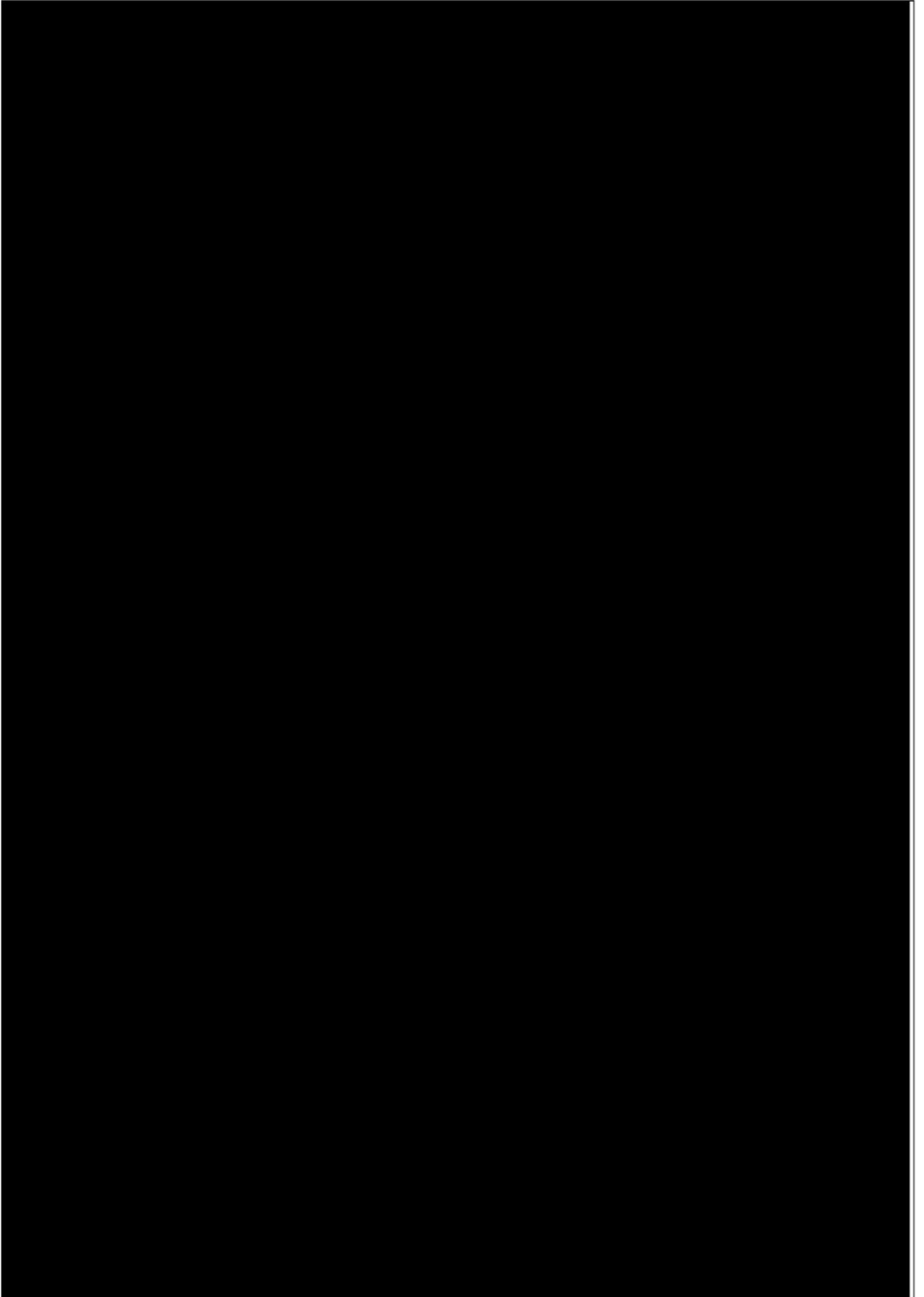
Part 1 – Mandatory Criteria

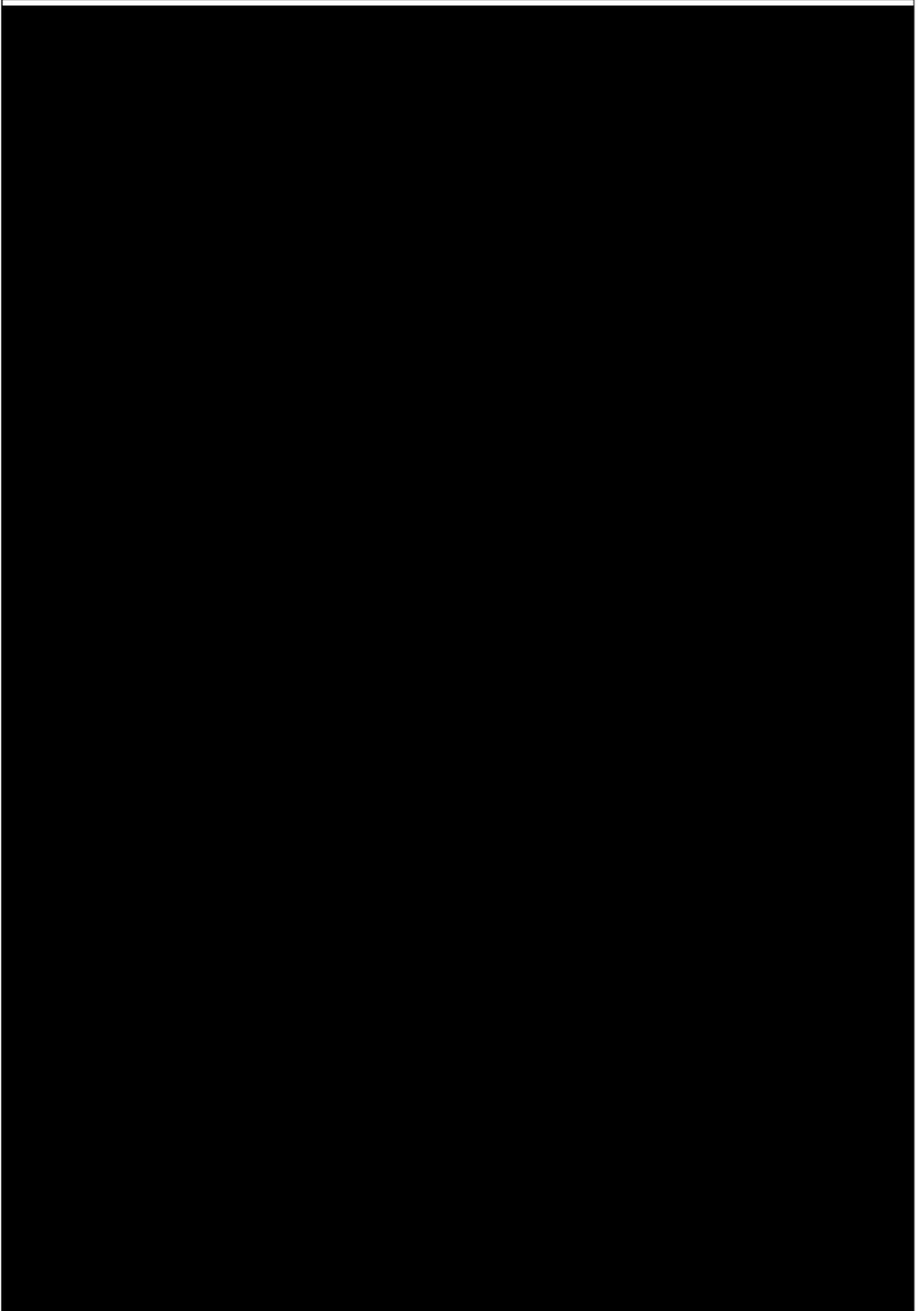
Part 1 – Mandatory Criteria					
Please note that a ‘No’ response to any of the following Mandatory Criteria requirements will result in a ‘Fail’.					
Evidence may be required from the preferred Supplier(s).					
Please select the applicable response to the following:					
No	Requirement	Your Response			
1	Please confirm that your organisation will have the capability to use the ELVIS IT system (see Statement of Requirements, paragraph 9) used by WYP to manage the vehicle recovery service and that you will have the necessary internet capability to support the application in real time if awarded a contract.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2	Please confirm that if awarded a contract you will comply with the National PAS 43 Standard accreditation when coupled with ISO9001 to support the requirements of the Contract.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
3	Information Security – Please confirm your organisation will be able to comply with the level of information management capability detailed within WYP’s Information Management Standards (see Statement of Requirements, Appendix 15) if awarded a contract.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
4	Information Security – If awarded a contract you will be required to sign the Data Processing Contract (DPC) that will be completed in conjunction with WYP and sign the Security Standards Agreement (SSA) (see Statement of Requirements, Appendix 15: Information Management Standards, paragraphs 1.6.1 and 1.6.2). Please confirm your acceptance of this requirement and acknowledgement that the DPC and SSA will form part of the final contract.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

5	Information Security – Please confirm your agreement to complete the IT and Information Assurance Standards (see <i>Statement of Requirements, Appendix 16</i>) to assure WYP of your security of standards if awarded a contract.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
6	Information Security – If awarded a contract you will be required to use a secure CJSM email account for all communications with WYP in association with this contract. Please confirm your acceptance of this requirement.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
7	<p>It is a requirement of this contract that all persons involved in the operation of this service meet the following Non-Police Personnel Vetting (NPPV) levels:</p> <ul style="list-style-type: none"> • NPPV Level 3 – Owners, Directors and Managers • NPPV Level 2 – Office Staff with access to personal details and/or the ELVIS database • NPPV Level 1 – Recovery Drivers and Yard Staff <p>Vetting must be successfully passed prior to the award of and periodically throughout the duration of the contract (including annual reviews for NPPV Level 3). Please confirm your acceptance of this requirement.</p>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Part 2 – Quality Questions

Please provide a Method Statement Response to the following questions:			
No	Quality Criteria	Word Limit	Weighting
STAFFING – 15% AWARD CRITERIA			
1	<p>Please provide an overview of staff numbers, roles and structure, including details of management and operatives to facilitate this Lot.</p> <p>Within your response also include which members of these staff have the Institute of Vehicle Recovery (IVR) 1, 2, 3, 19, 21, 27b or equivalent, other modules that may reasonably be expected and any other training. You should include details of any training booked with specific dates and the chosen training provider.</p>	1200	3
Your Response			



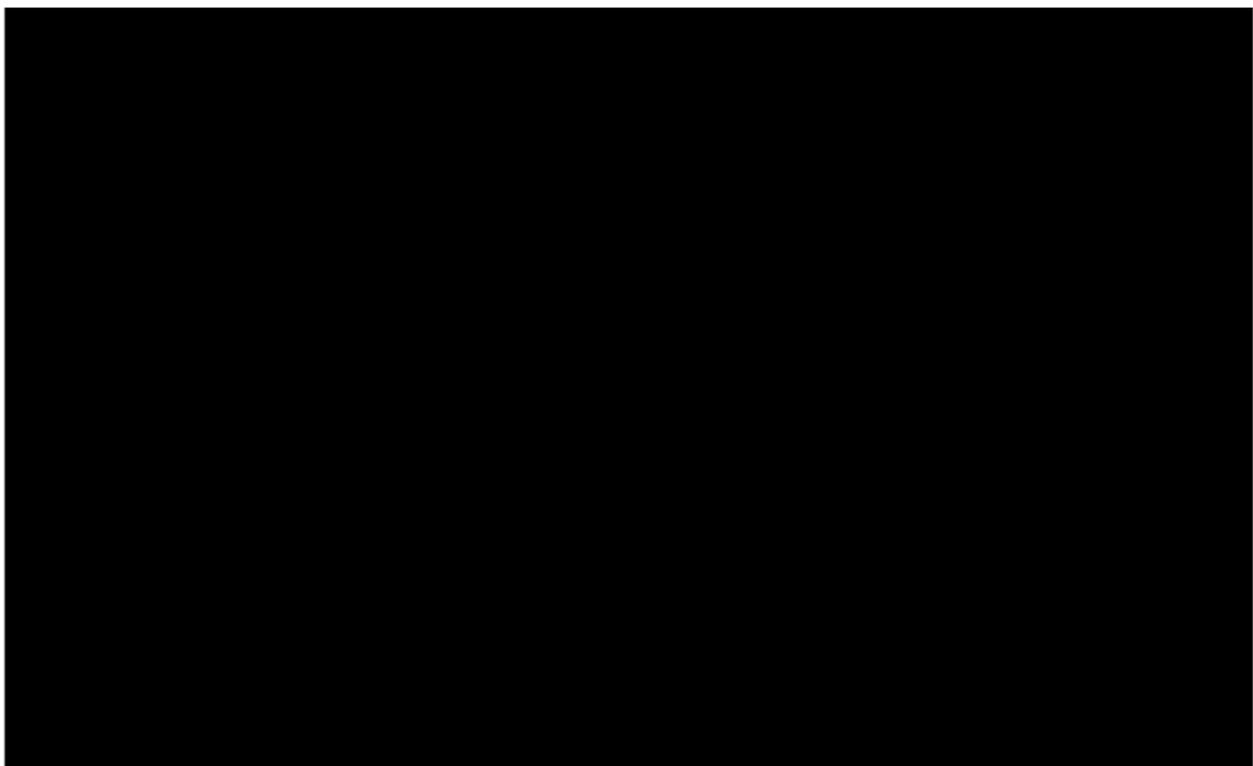




985

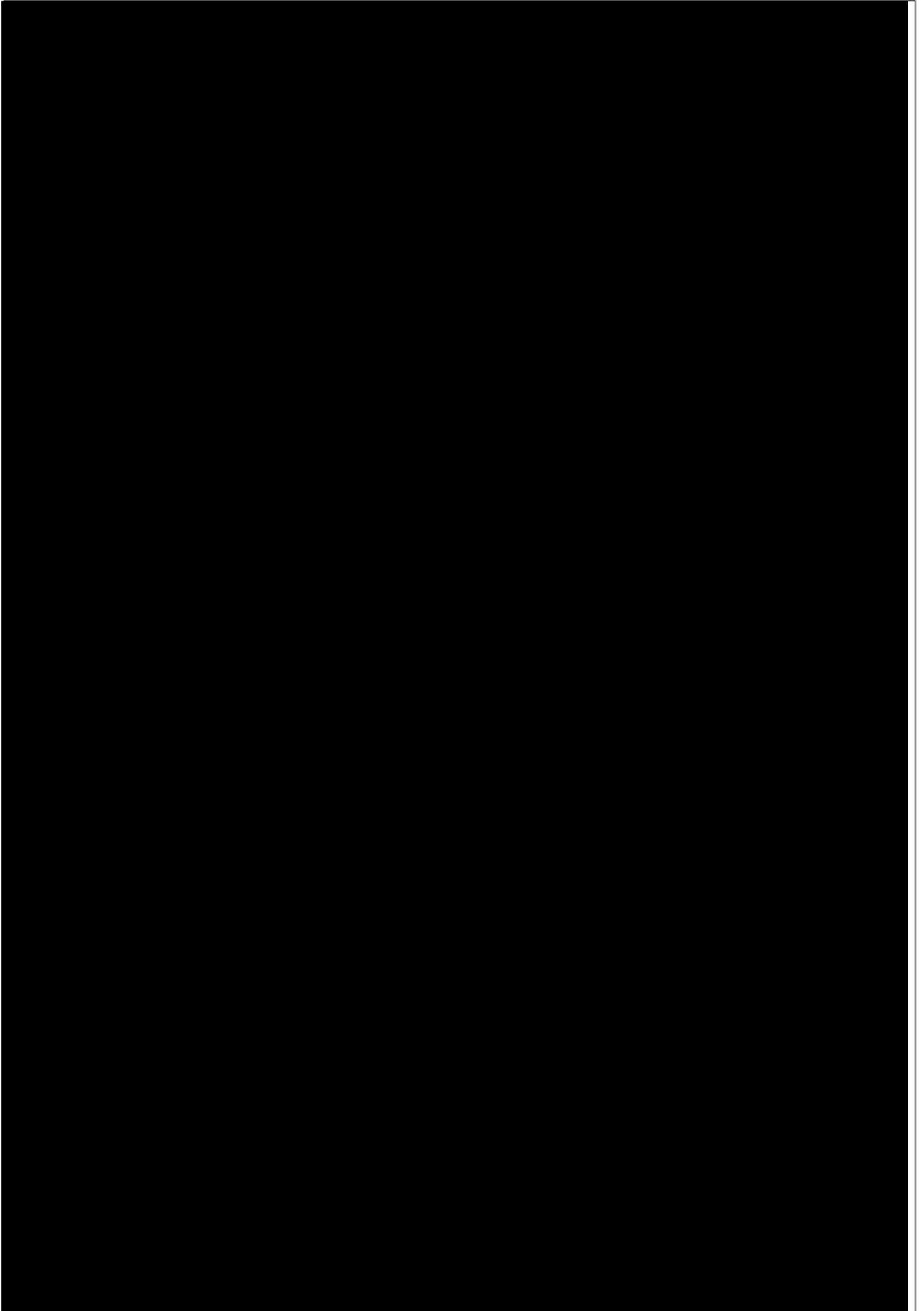
2	Please detail your staff training regime in respect of the Institute of Vehicle Recovery (IVR) or equivalent for the staff who will be employed as part of this contract, and how you ensure your staff remain current in their certification and training. Include within your response details of any contingency to provide resilience and continuity of service.	1000	122
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Your Response



450

LOCATION AND CAPACITY OF PREMISES – 15%			
3	Please detail your premises location (or your intended premises location) for this Lot and provide attendance times for the furthest location as per the map provided to ensure incidents are attended within 30-45 minutes of receiving notification. Please include the postcode as evidence and potentially photographs.	1000	3
Your Response			

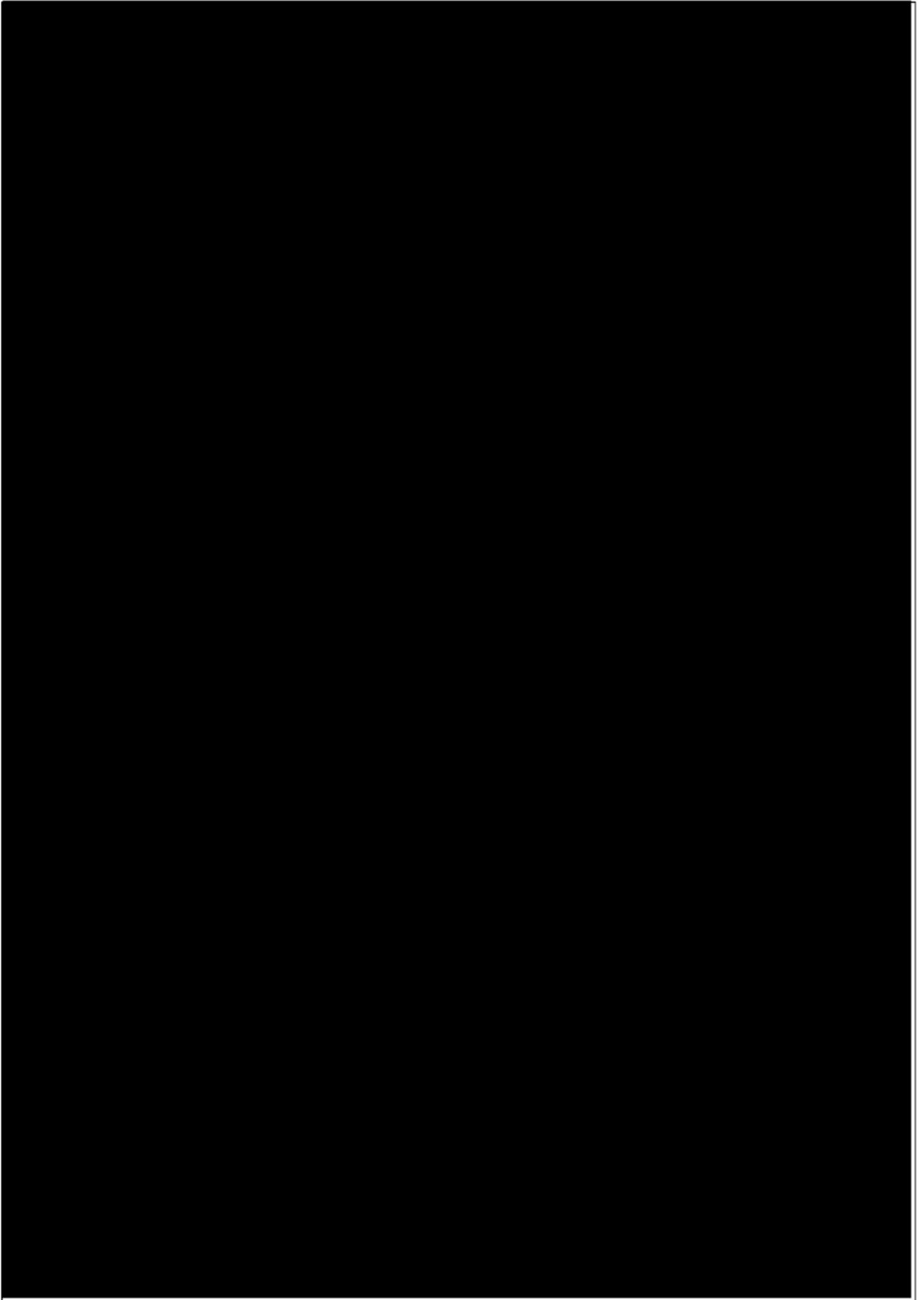


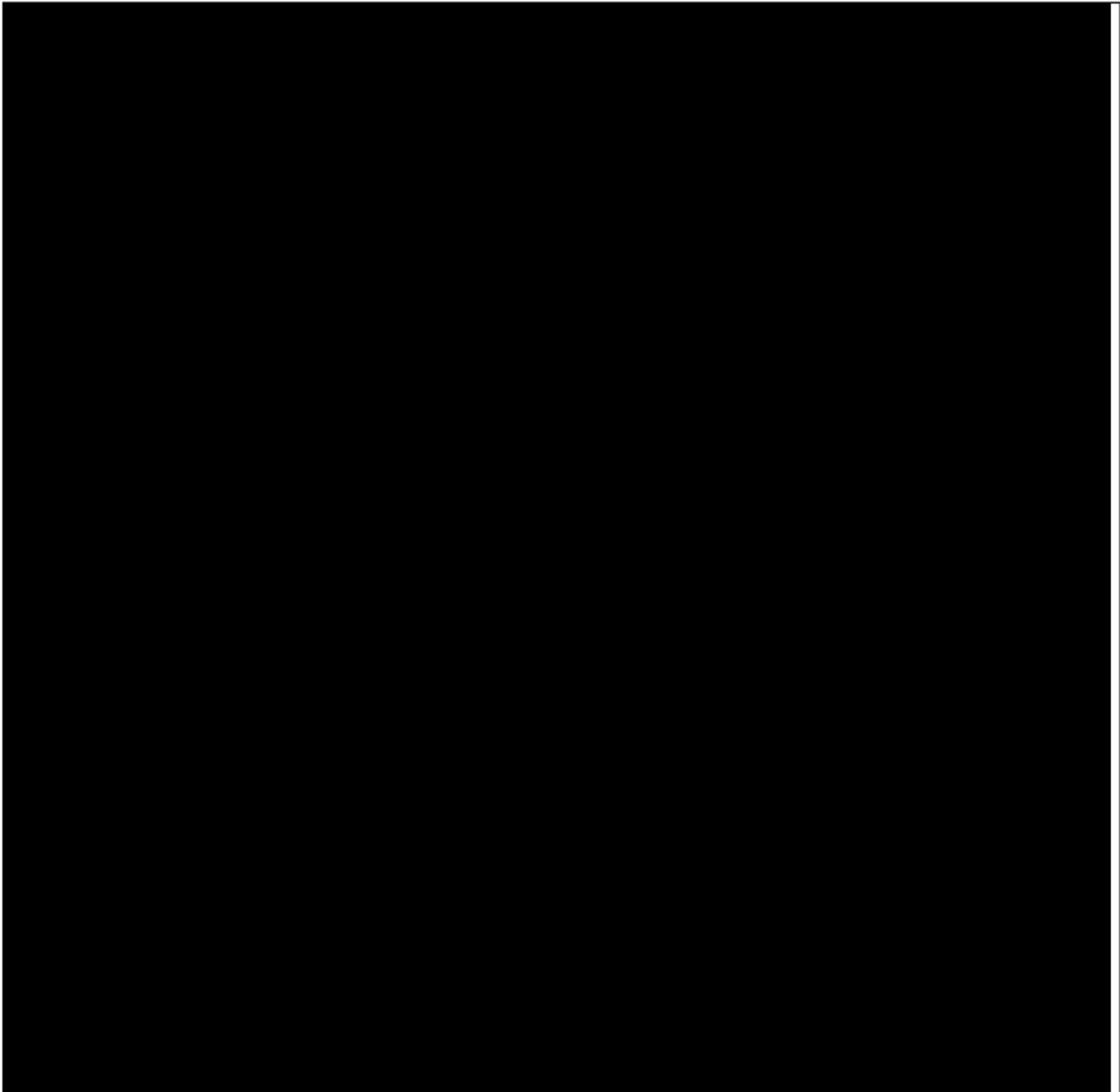


760			
4	Please detail the overall storage capacity of your premises (or your intended premises) for this Lot and how you propose to store the vehicles and other items recovered, including long-term storage vehicles/items. Please provide evidence in support of this, ie. photographs or site plans.	1200	3

Your Response



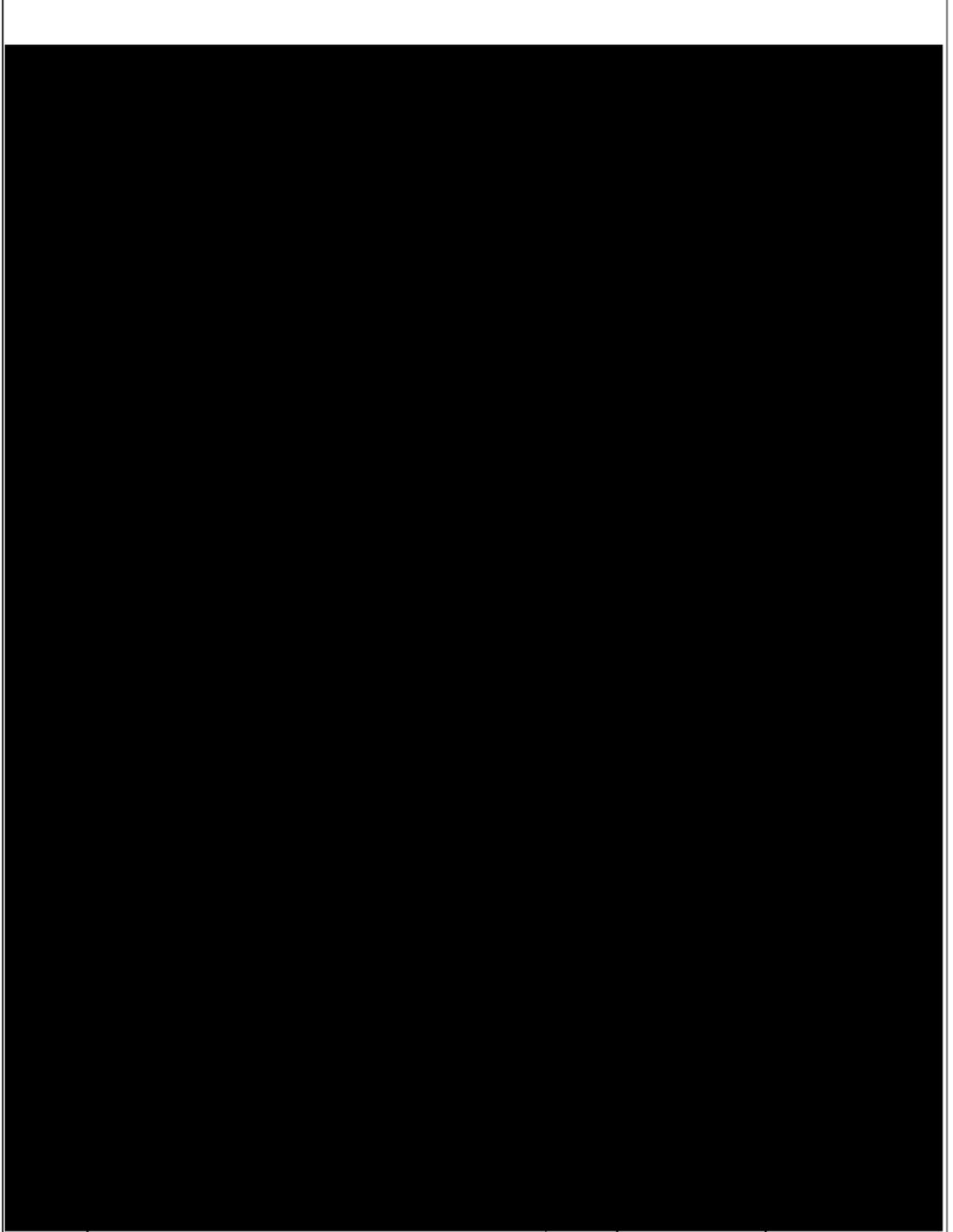


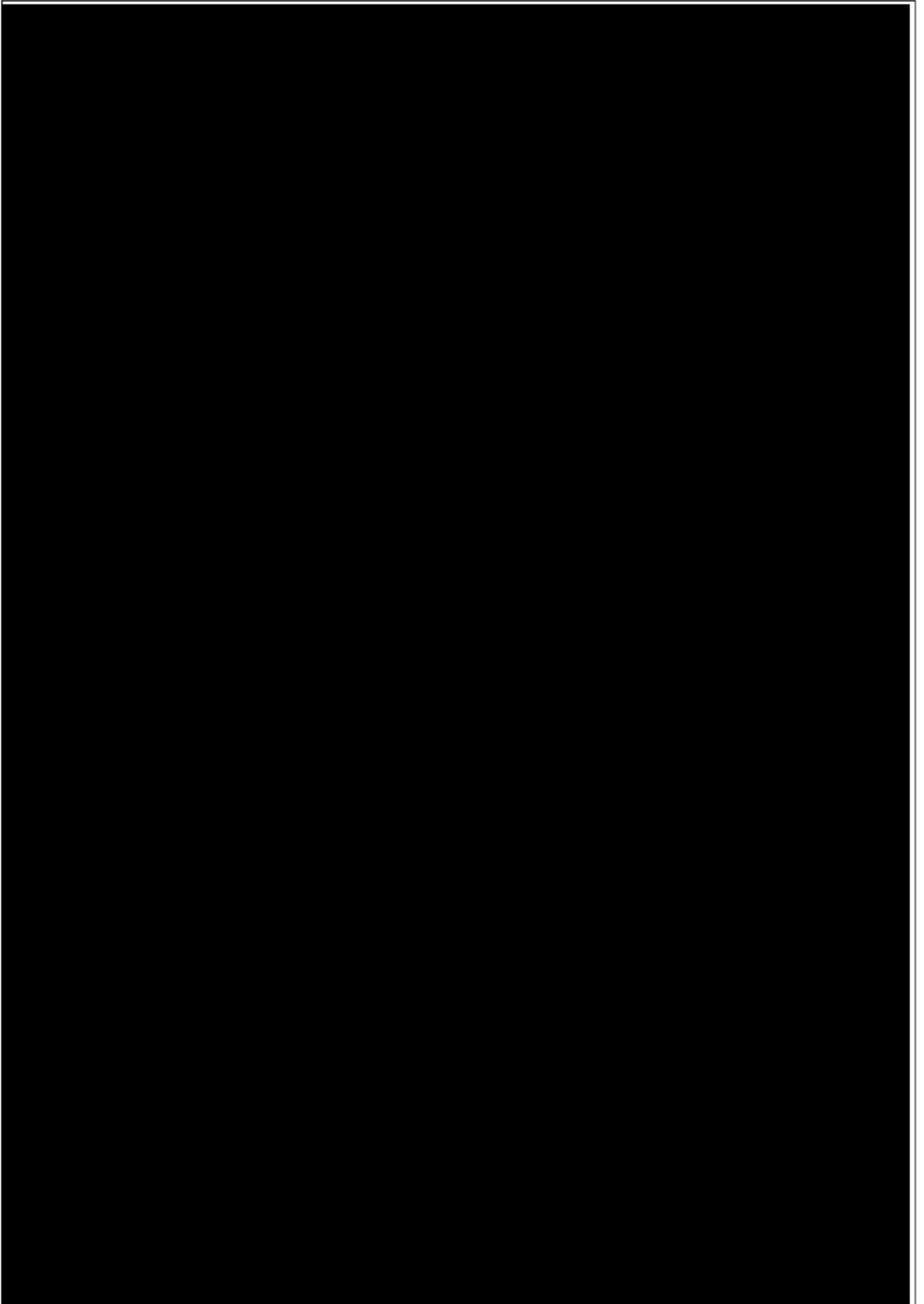


1168			
5	Please provide details and evidence of how your intended premises comply with the premises standards of the ITT Statement of Requirements and Appendix 6 and 7 for this	1200	2

	Lot. Please provide photographic evidence to show the internal and external areas.		
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Your Response





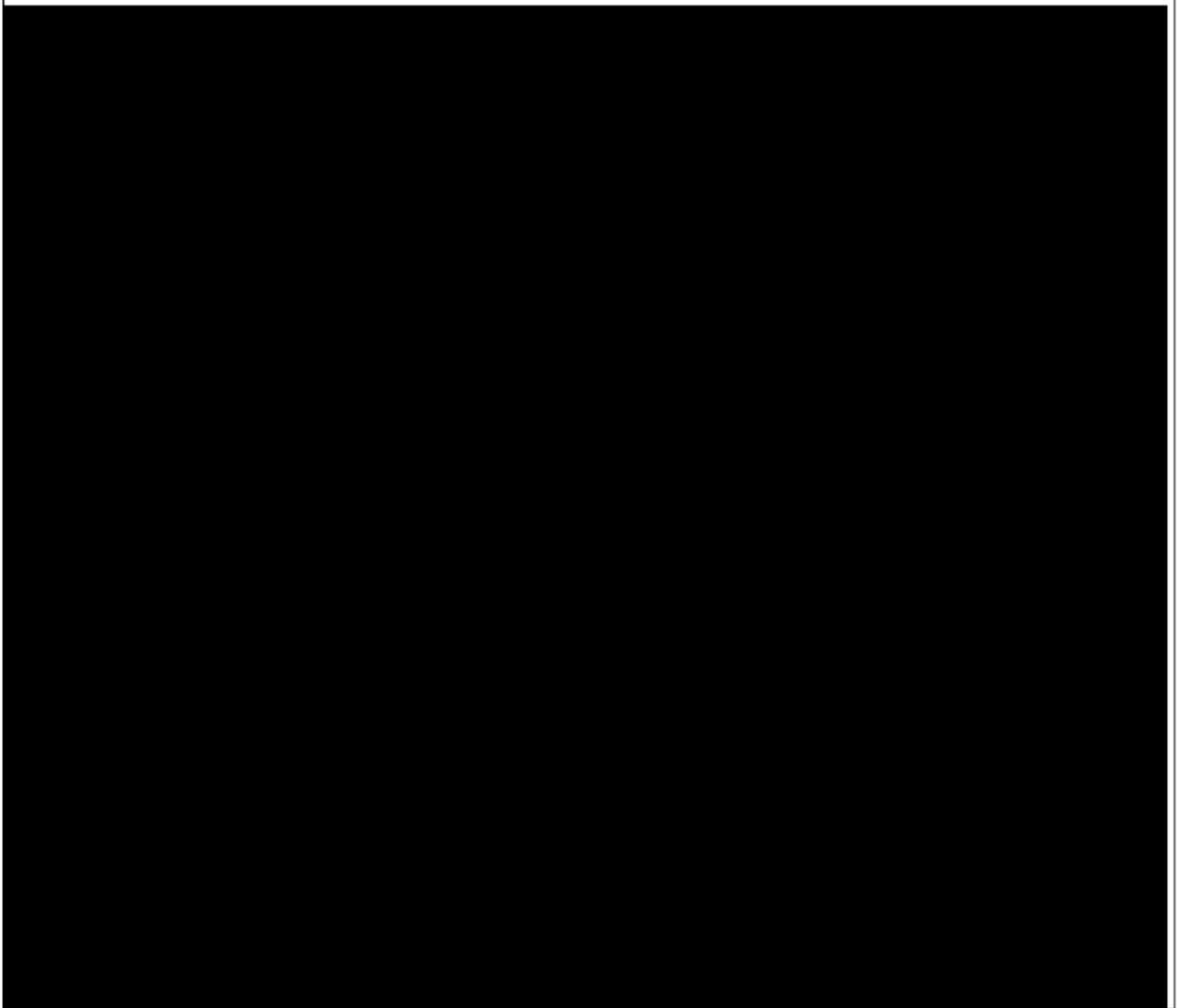
1110			
6	Please evidence how your premises are staffed and will be accessible to accommodate the recovery and storage of vehicles 24/7/365(6), providing police access where required.	500	2
Your Response			

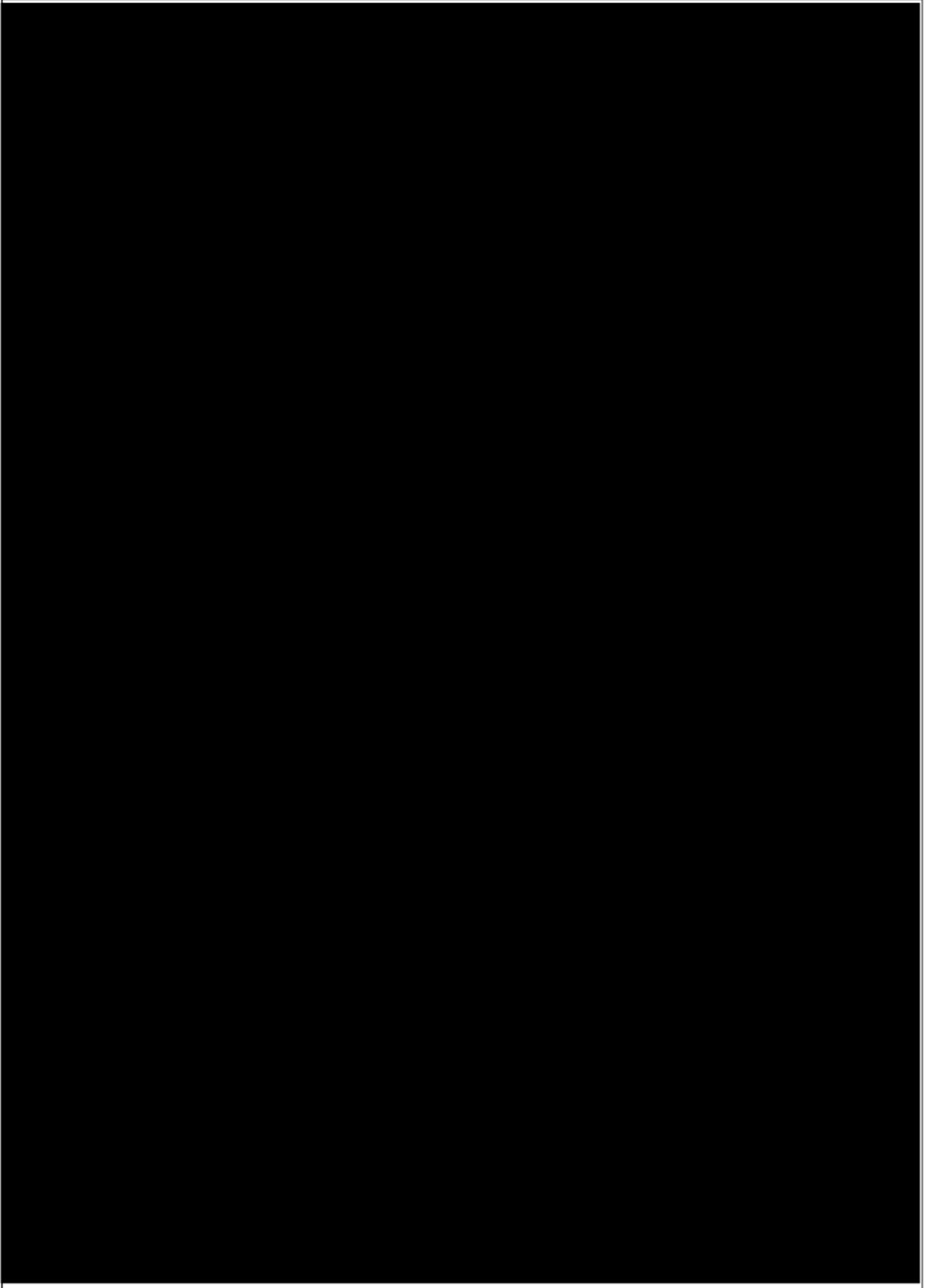
325

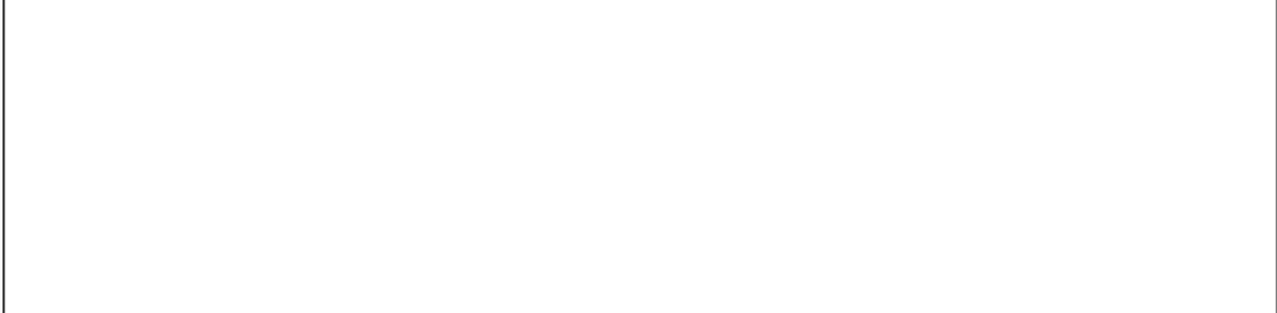
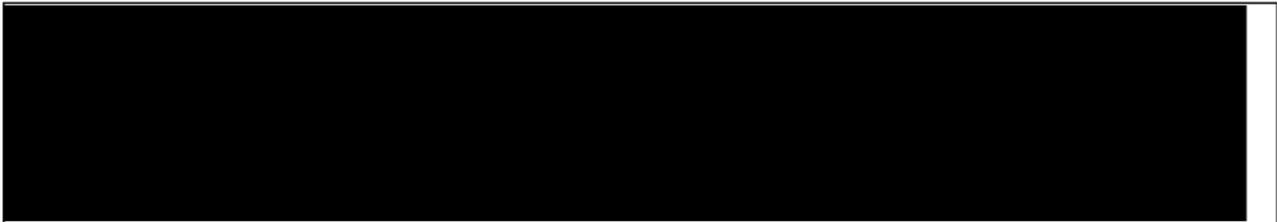
RECOVERY VEHICLE FLEET – 15%

7	Please provide details of the fleet you will be using to manage <u>light recoveries</u> for this contract Lot. Describe how this fleet will meet the requirements of our contract in accordance with the Statement of Requirements, Appendix 8 - Recovery Vehicle Specification.	1200	3
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Your Response





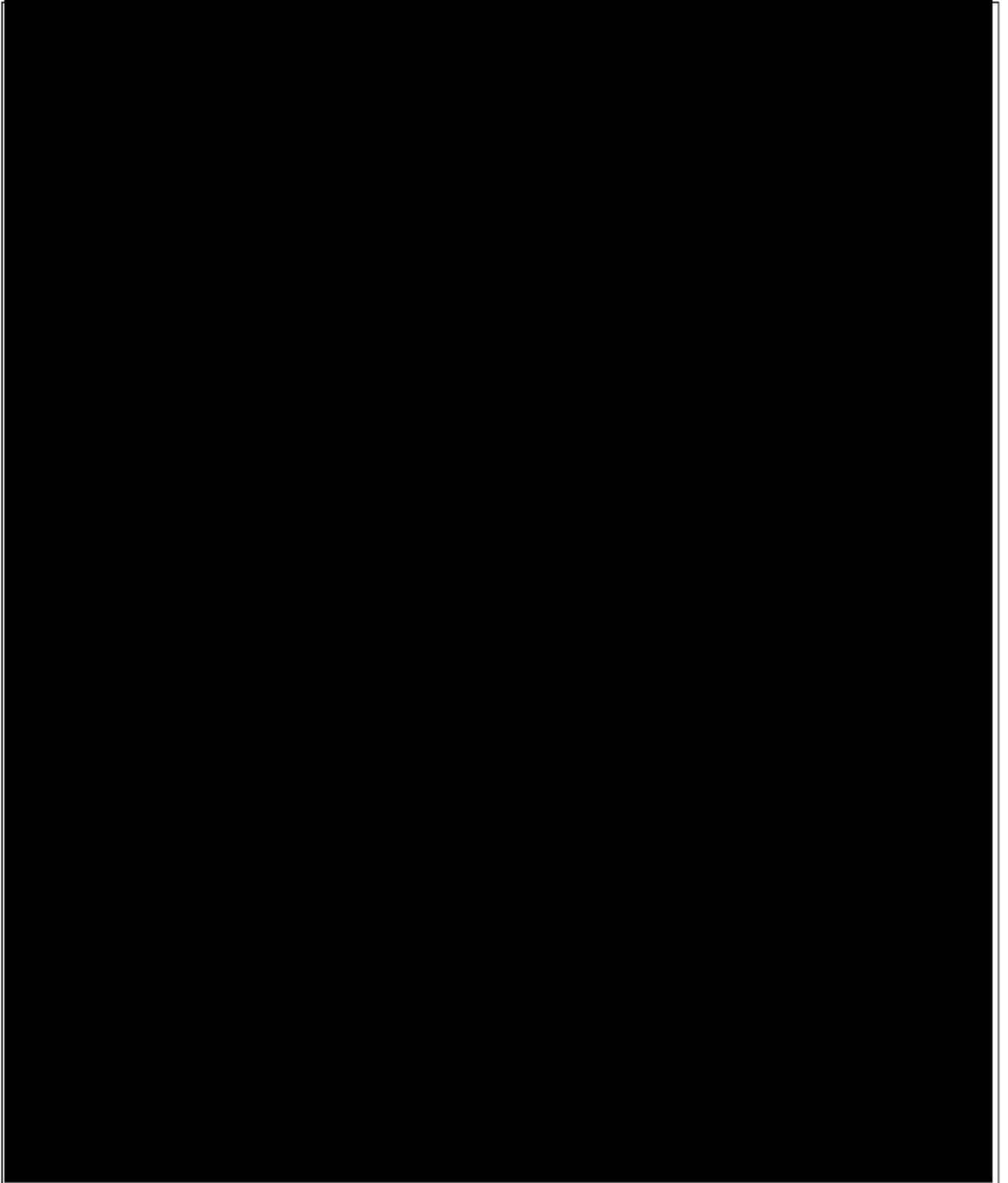


1040

8	Please provide details of the fleet you will be using to manage <u>heavy recoveries</u> for this contract Lot. Include evidence and the particulars of any subcontracting agreements you have in place to facilitate this. Please describe how this fleet will meet the requirements of our contract in accordance with the Statement of Requirements, Appendix 8 – Recovery Vehicle Specification.	1200	2
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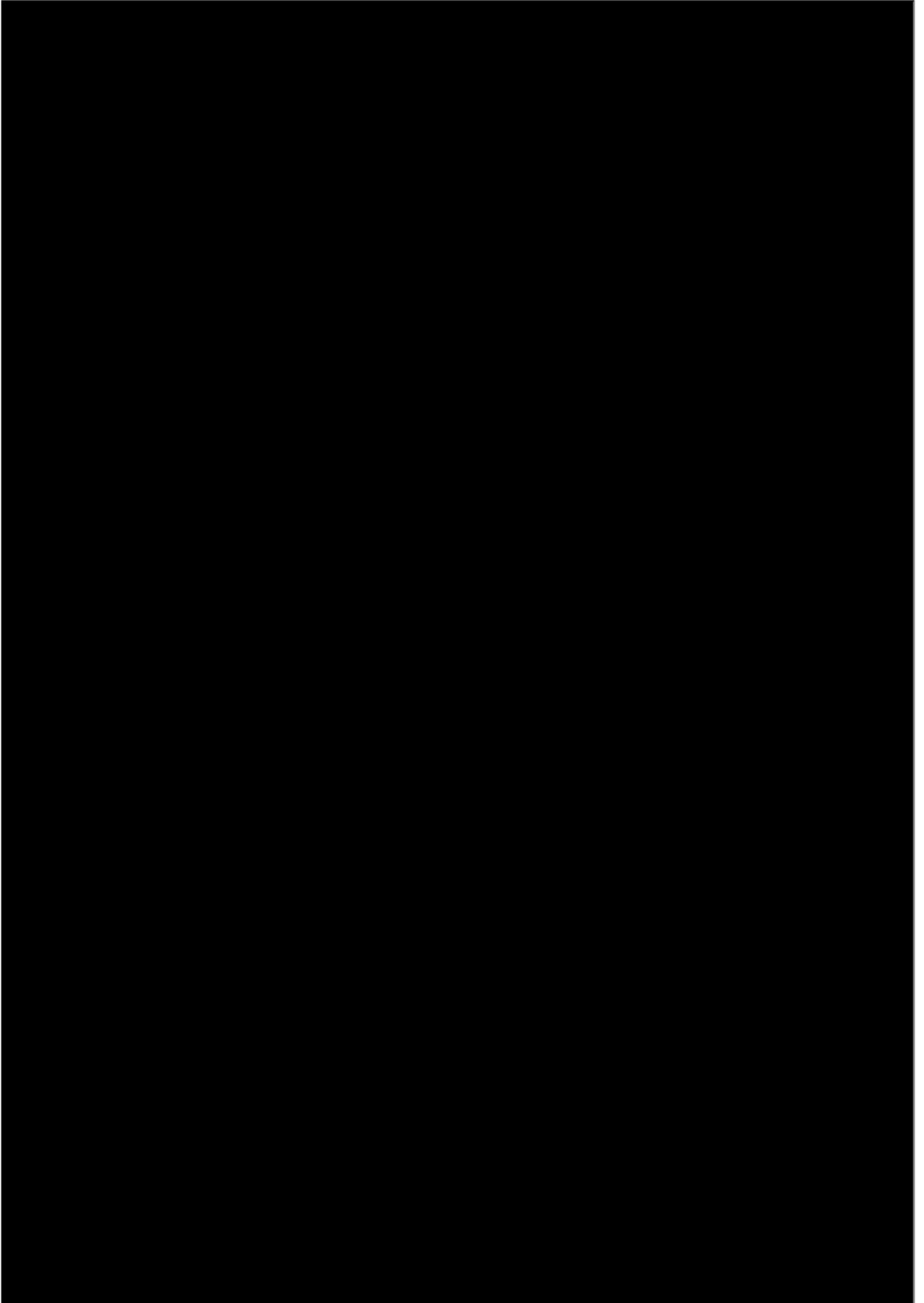
Your Response





650			
9	Please provide details of any additional fleet and equipment to be used for this contract Lot, including contingency arrangements for handling a recovery that requires specialist equipment or facilities, e.g. covered vehicles.	1000	3
Your Response			
370			

CALL- OUT AND RECOVERY - 15%			
10	Please detail the call-handling and logging procedures you will use when receiving a call from WYP to attend a vehicle recovery.	500	3
Your Response			

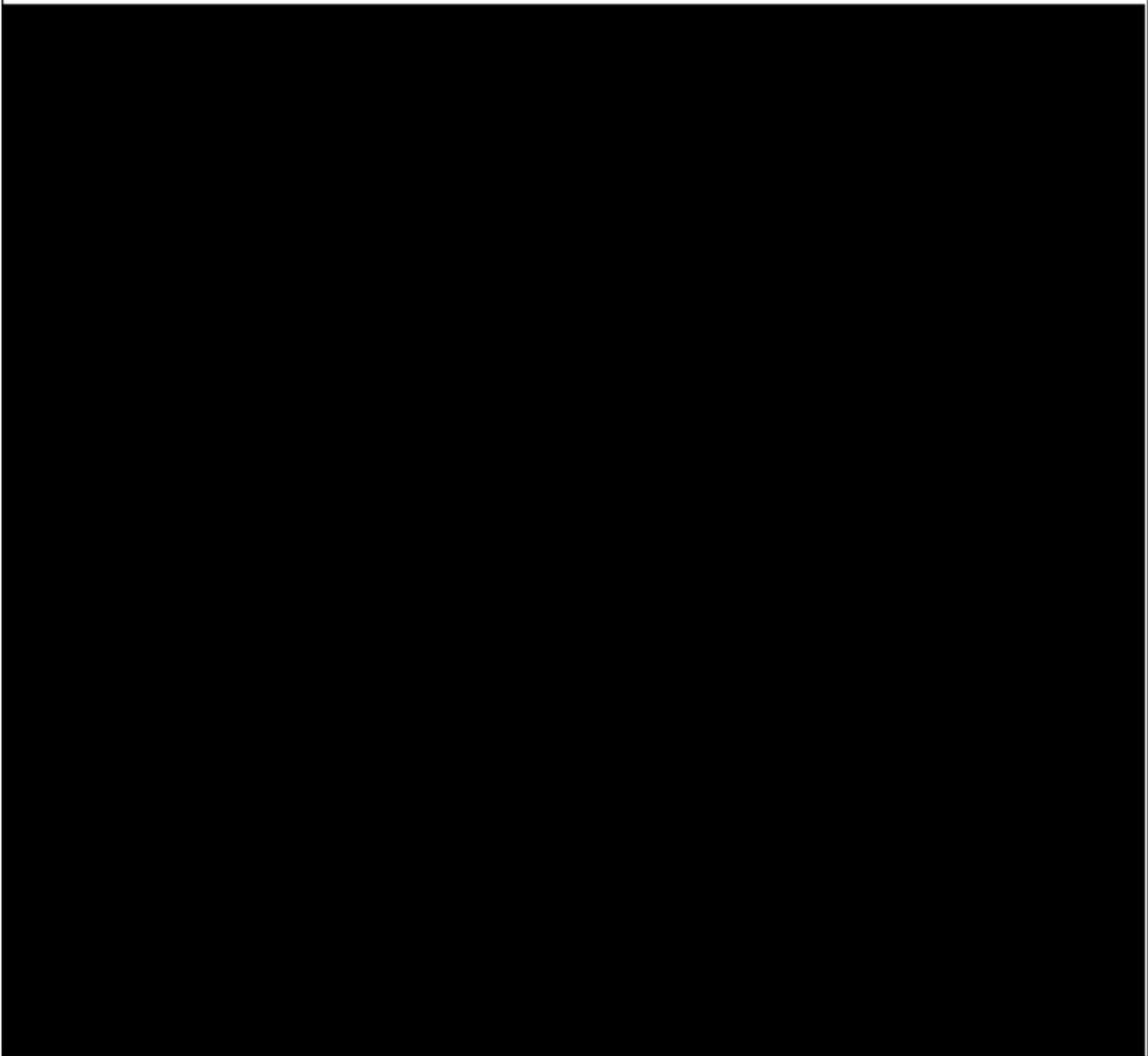


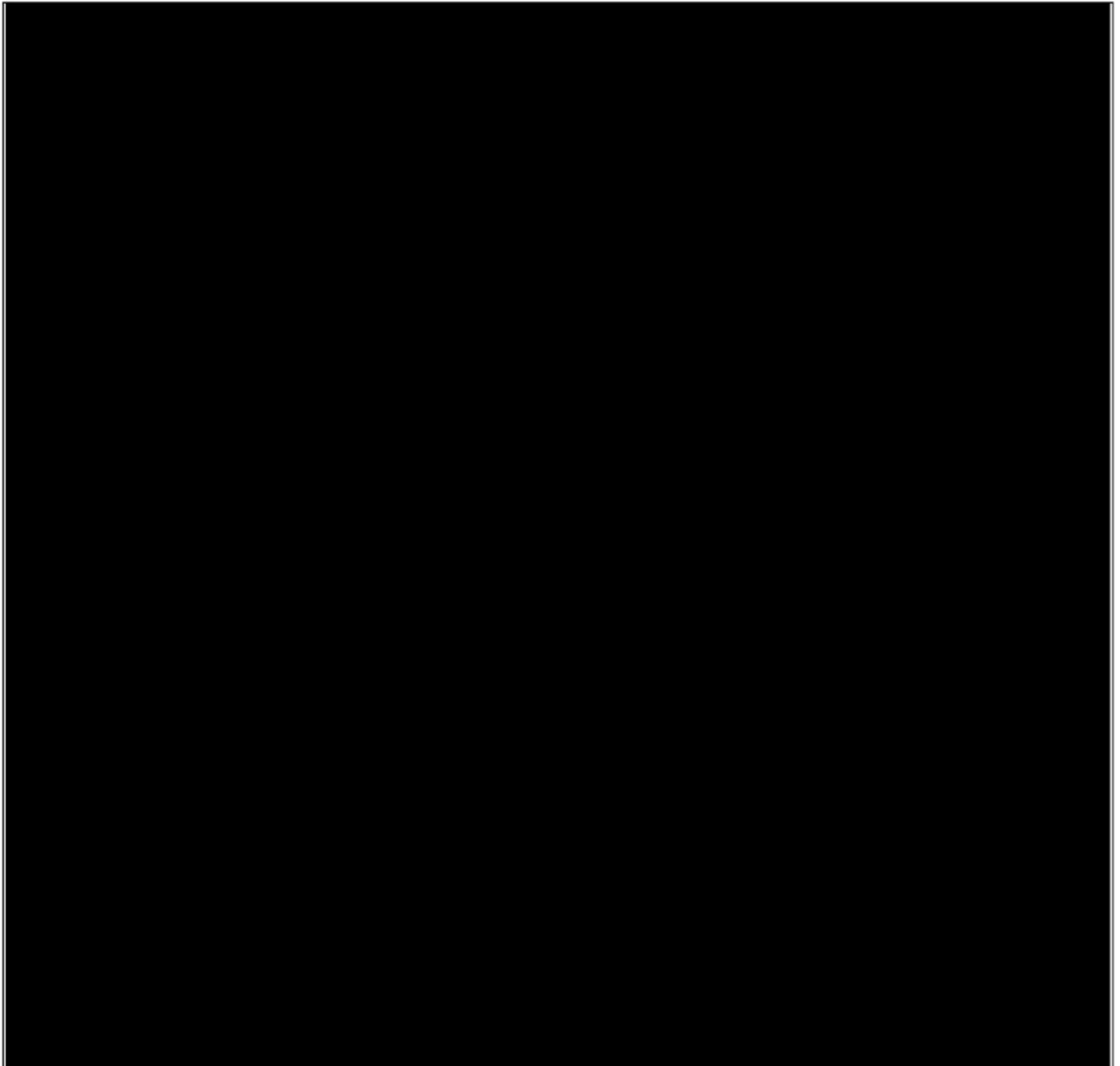


500

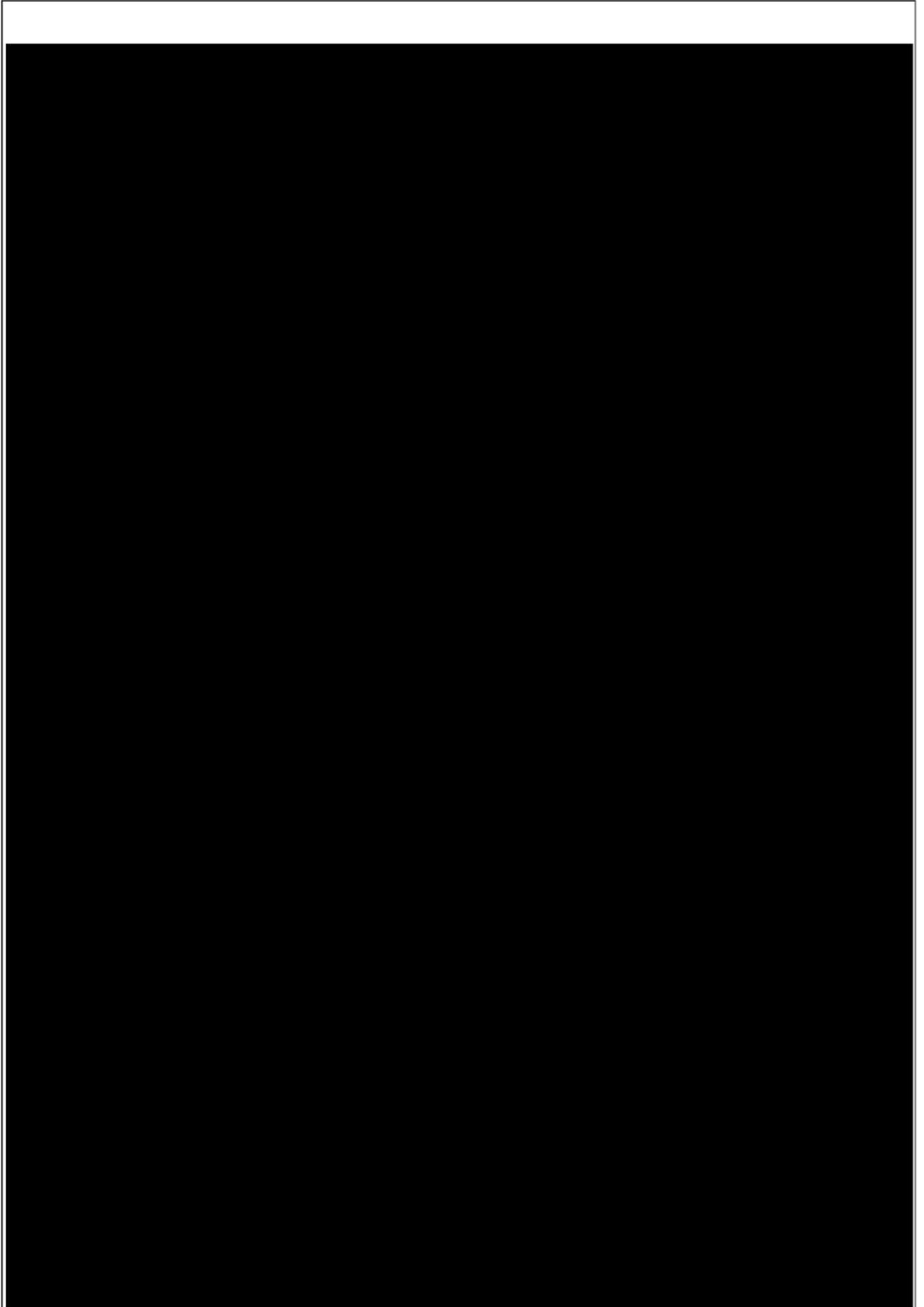
11	Please detail the processes you will use for deploying a recovery vehicle and arrival at a scene, in compliance with all of our call-out and recovery requirements.	1200	3
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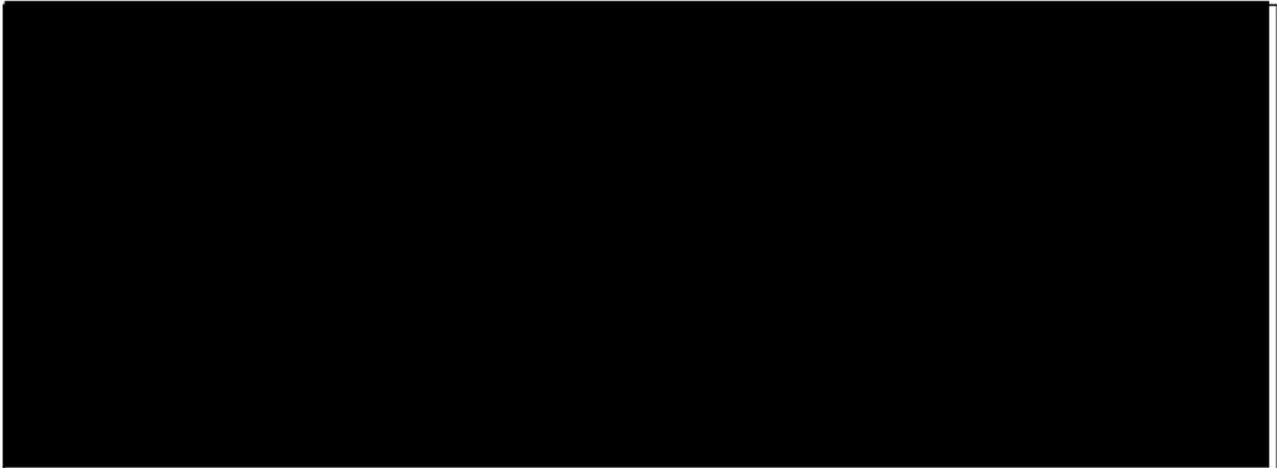
Your Response





730			
12	Please detail your processes, including contingency arrangements, for dealing with the recovery of multiple vehicles from, for example, a multiple collision or a Police Operation.	1000	2
Your Response			

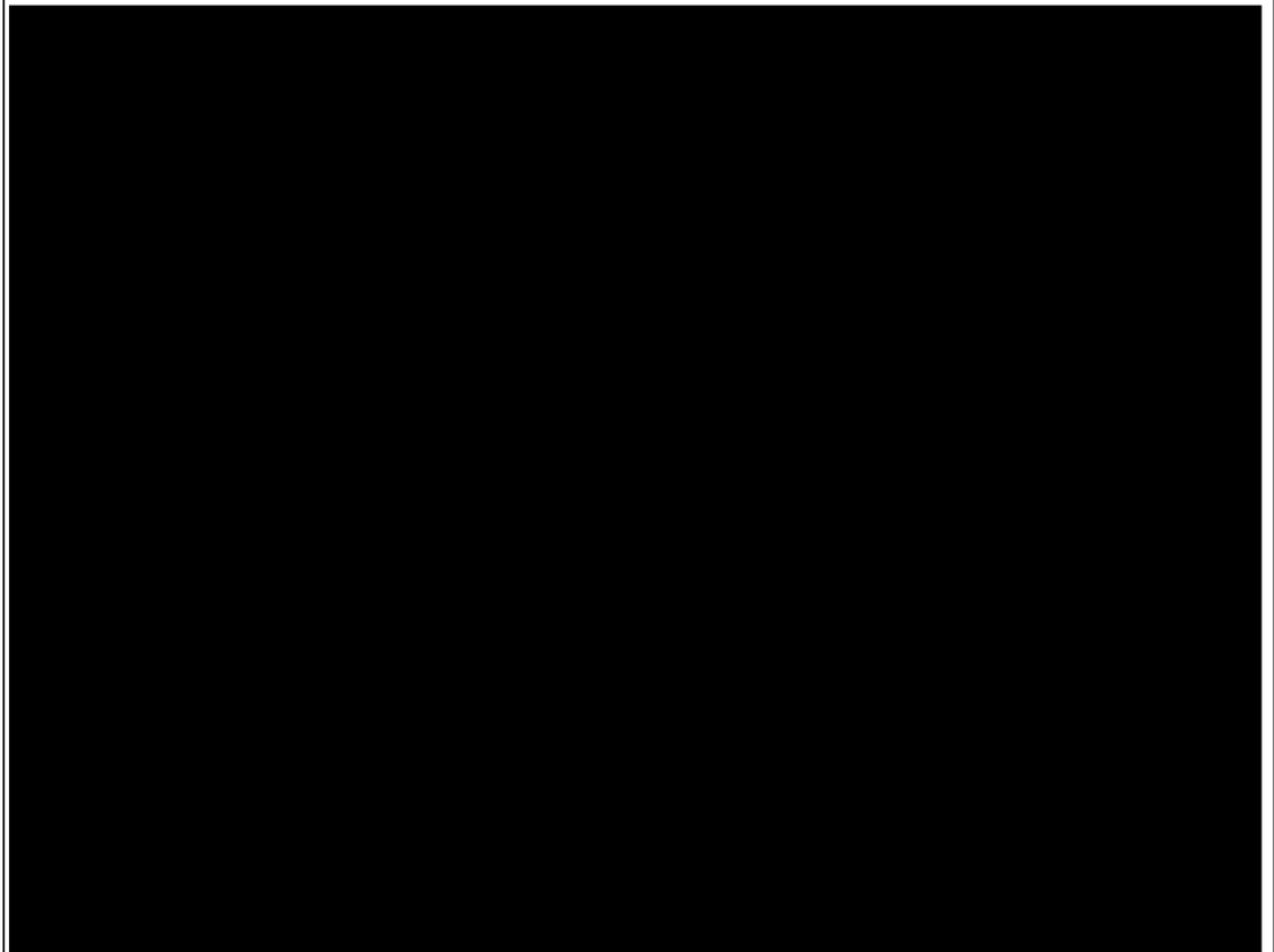


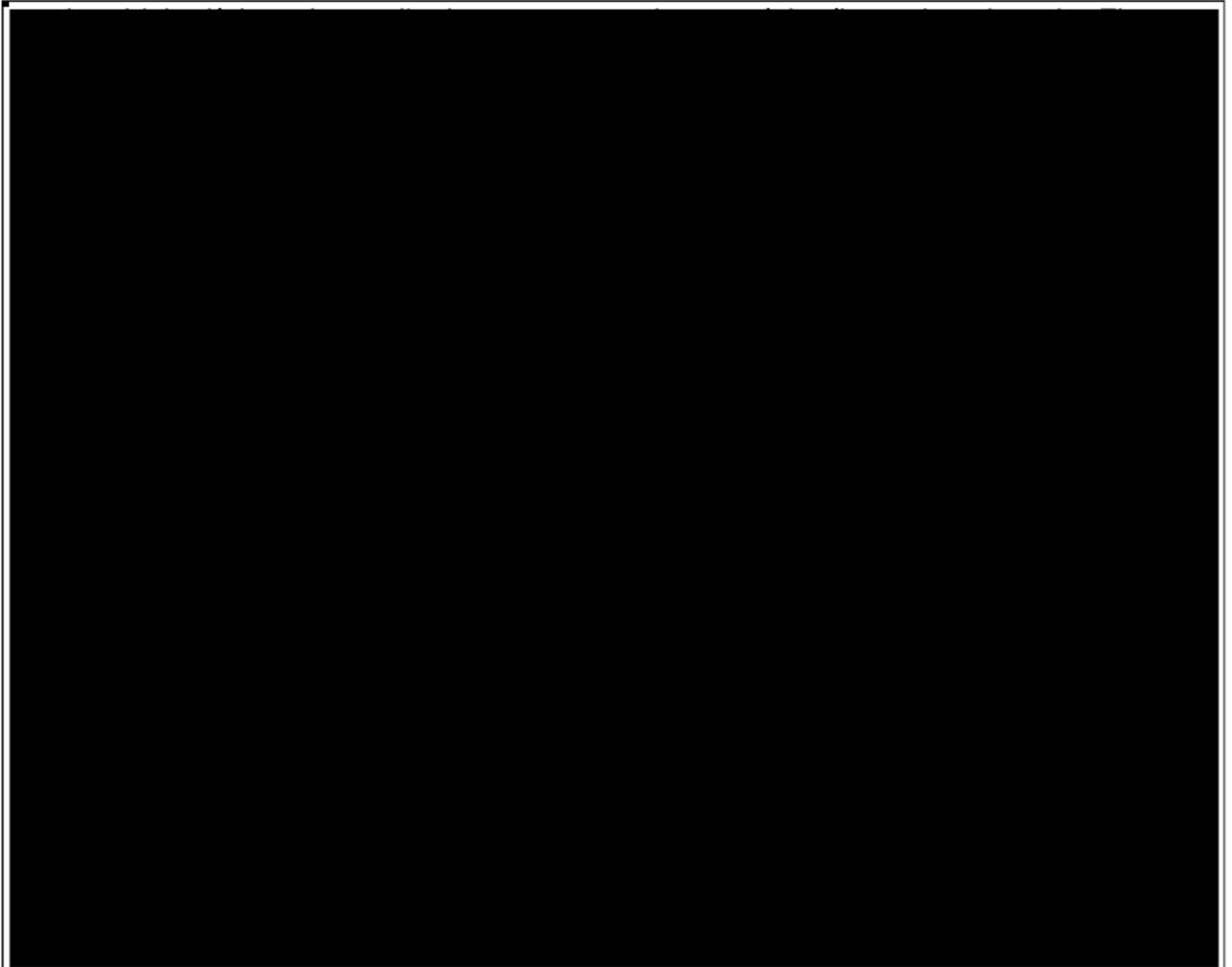


730

13	Please detail your processes for the safe recovery of Electric / Hybrid / Alternative Fuel vehicles complying with any guidance, required training and interaction with partner agencies, e.g. Fire and Ambulance.	1000	2
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Your Response



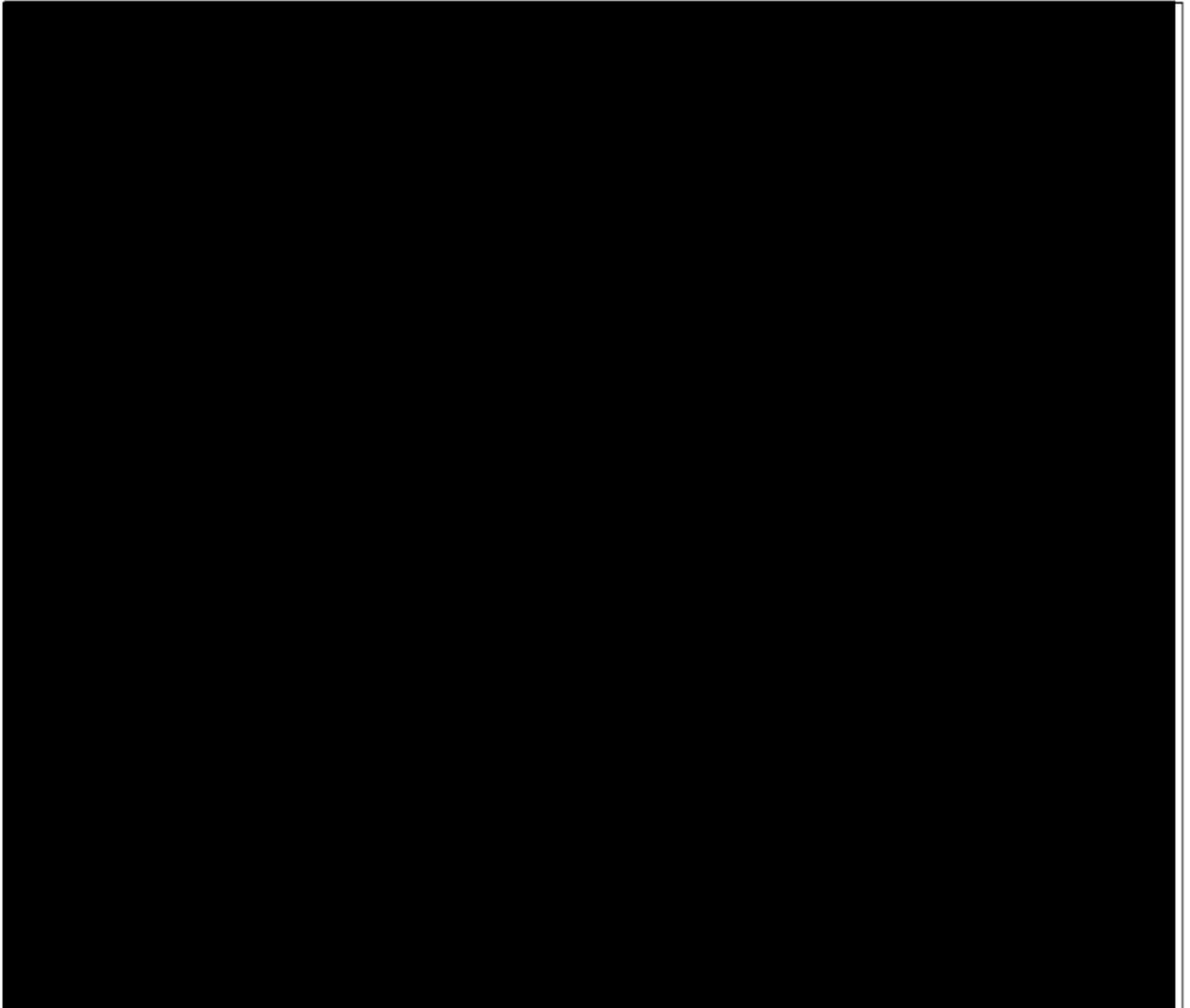


670

14	Please detail your processes and equipment for clearing a scene.	500	1
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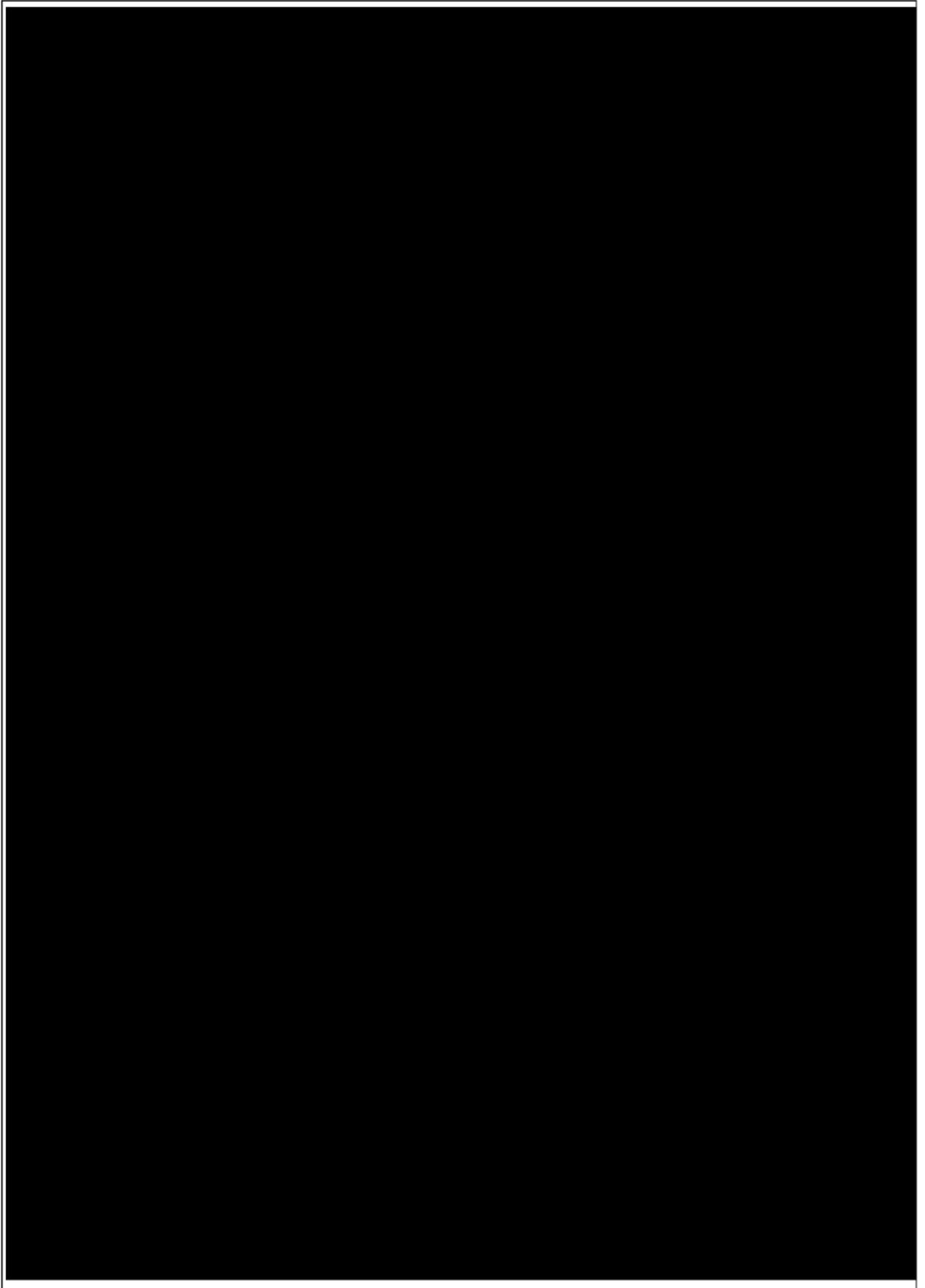
Your Response

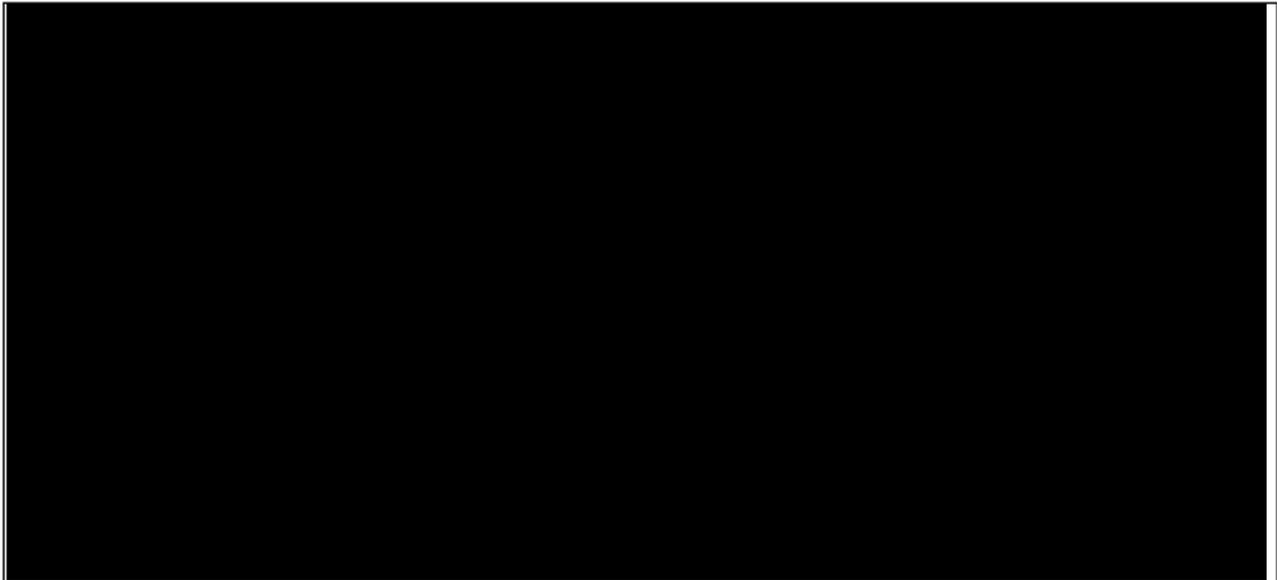




498

STORAGE, RELEASE AND DISPOSAL – 10%			
15	Please detail your processes for the safe storage of Electric / Hybrid / Alternative Fuel vehicles, including exclusion zones and monitoring in compliance with any guidance, and required training and interaction with partner agencies e.g. Fire Service.	1200	3
Your Response			

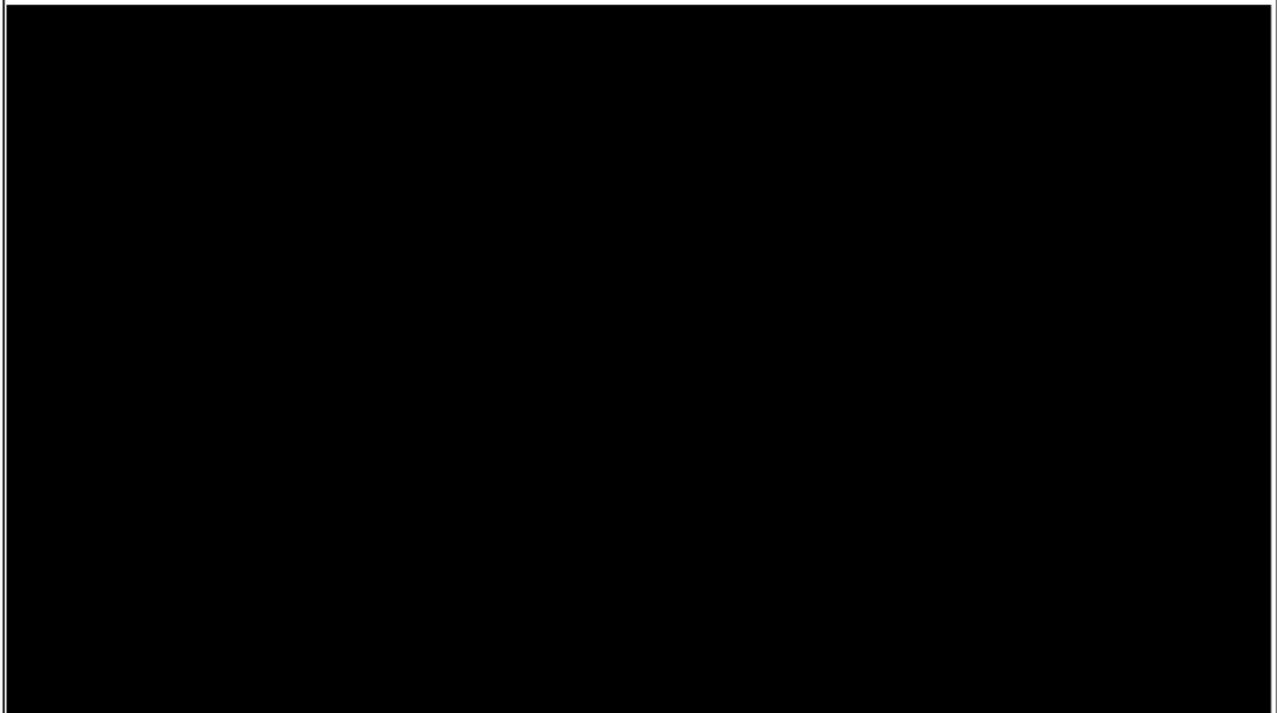


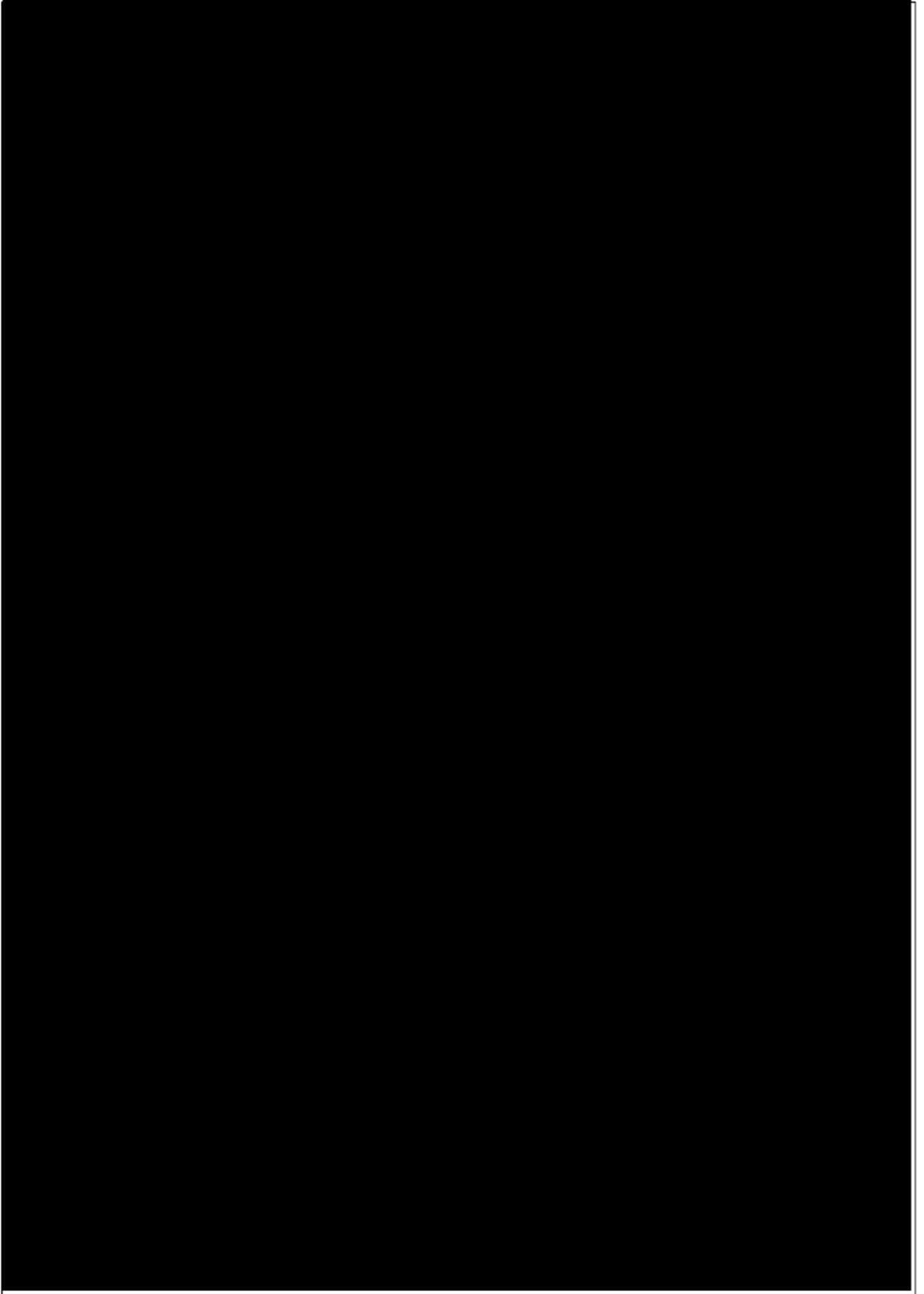


780

16	Please describe your procedure for dealing with the release of a recovered vehicle, including all the paperwork and system updates requirements. Include within your response the opening times for members of the public during weekend and bank holidays.	1000	2
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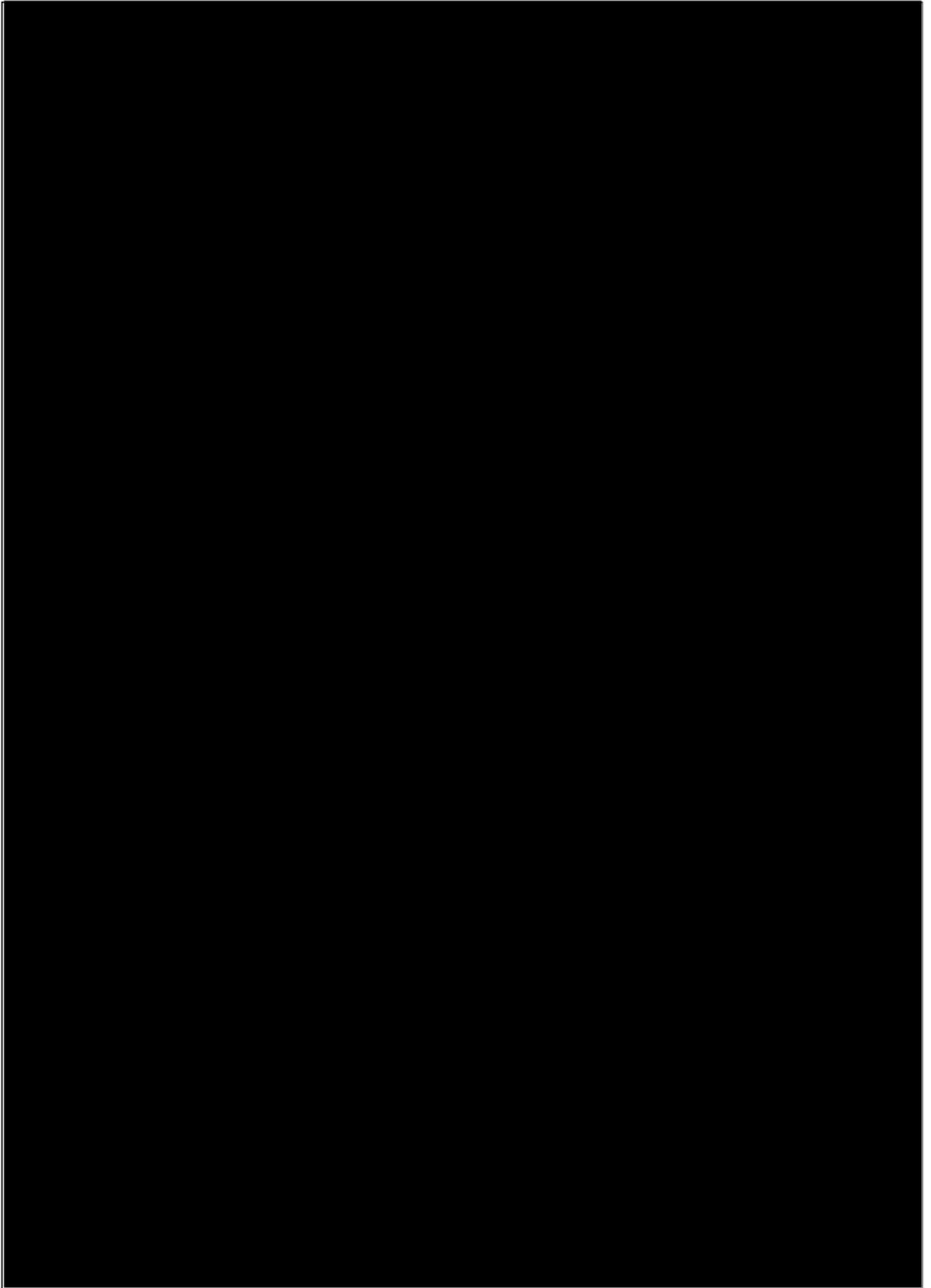
Your Response





985

RECOVERED PROPERTY – 5%			
17	Please detail your process for dealing with property in compliance with the Statement of Requirements and Appendix 10 - Property Process Map.	1000	1
Your Response			





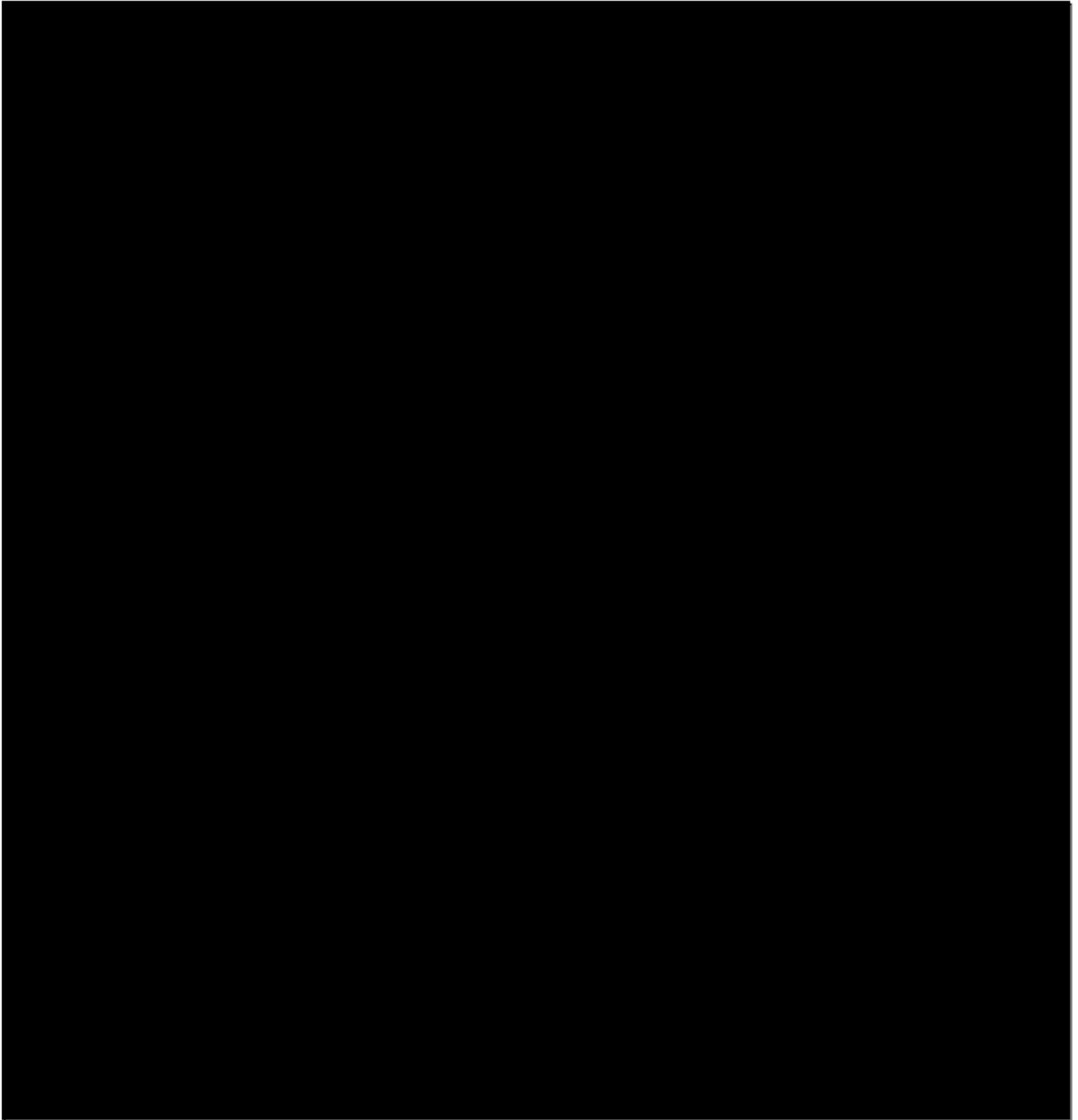
980

HEALTH AND SAFETY – 10%

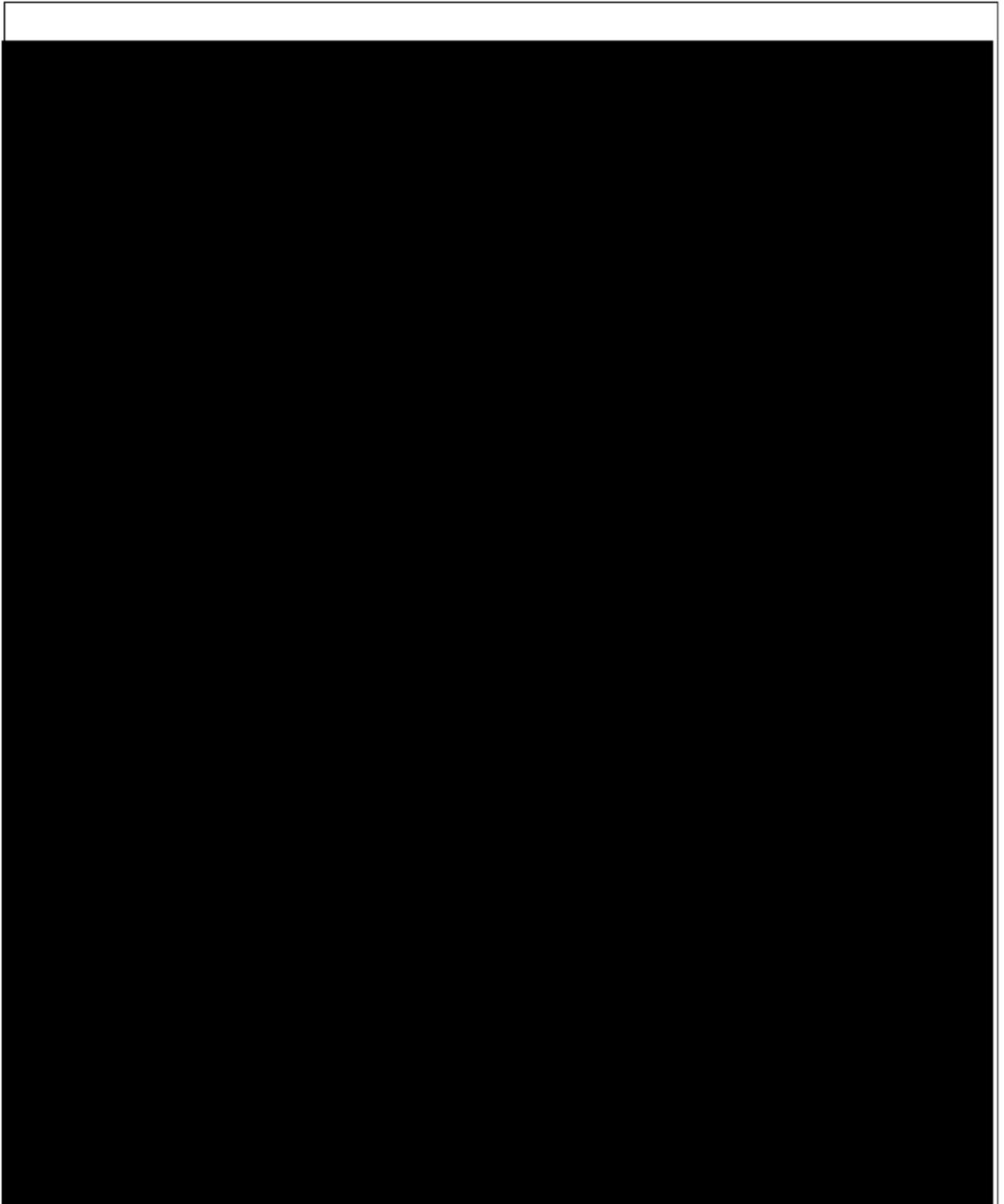
18	Please detail how you achieve the standards of the SURVIVE guidance.	1000	2
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Your Response





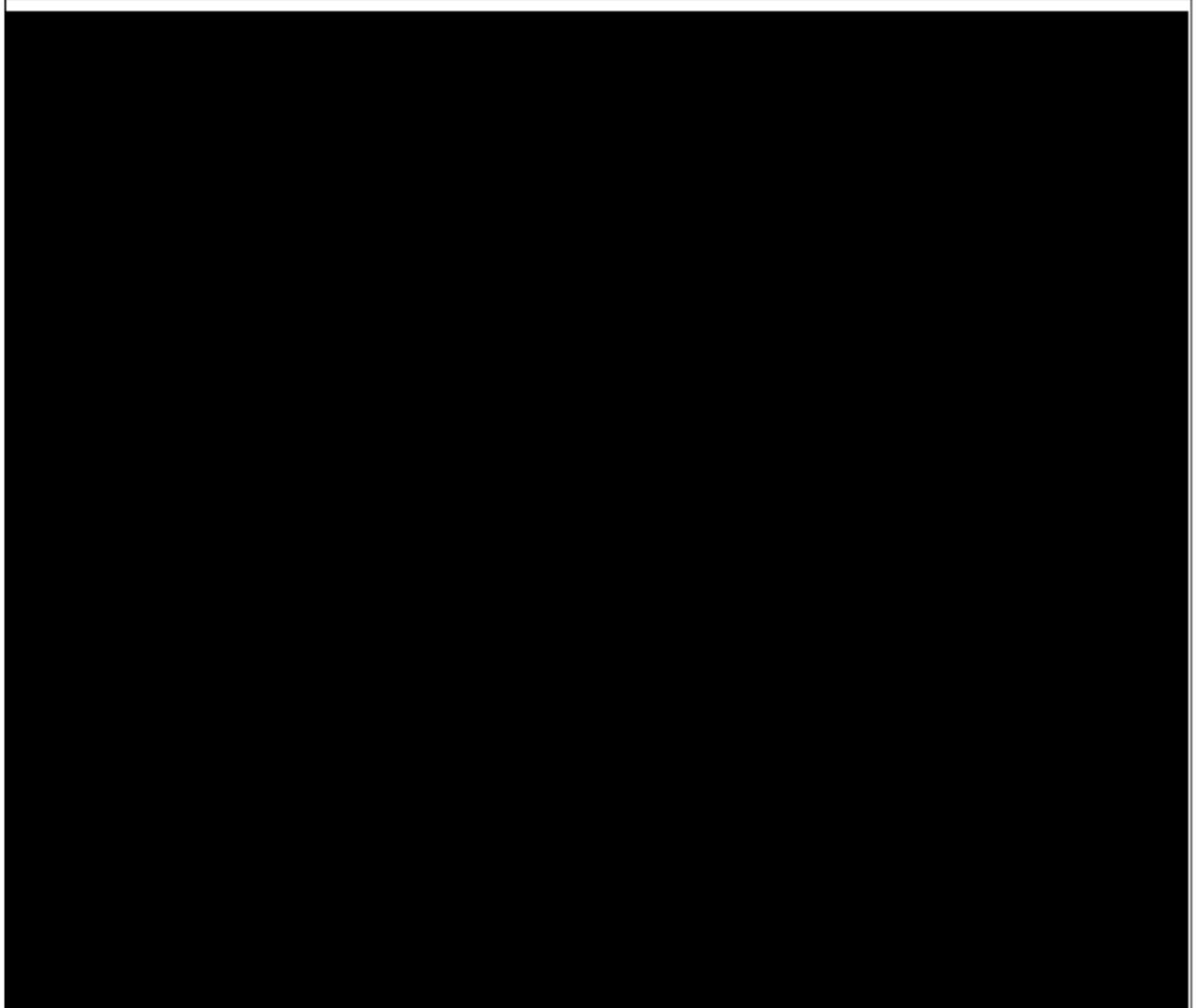
720			
19	Please detail any legal notices, formal / simple cautions or prosecutions that have been served or occurred to your business. <i>NB. this includes health and safety and fire legislation.</i>	500	3
Your Response			

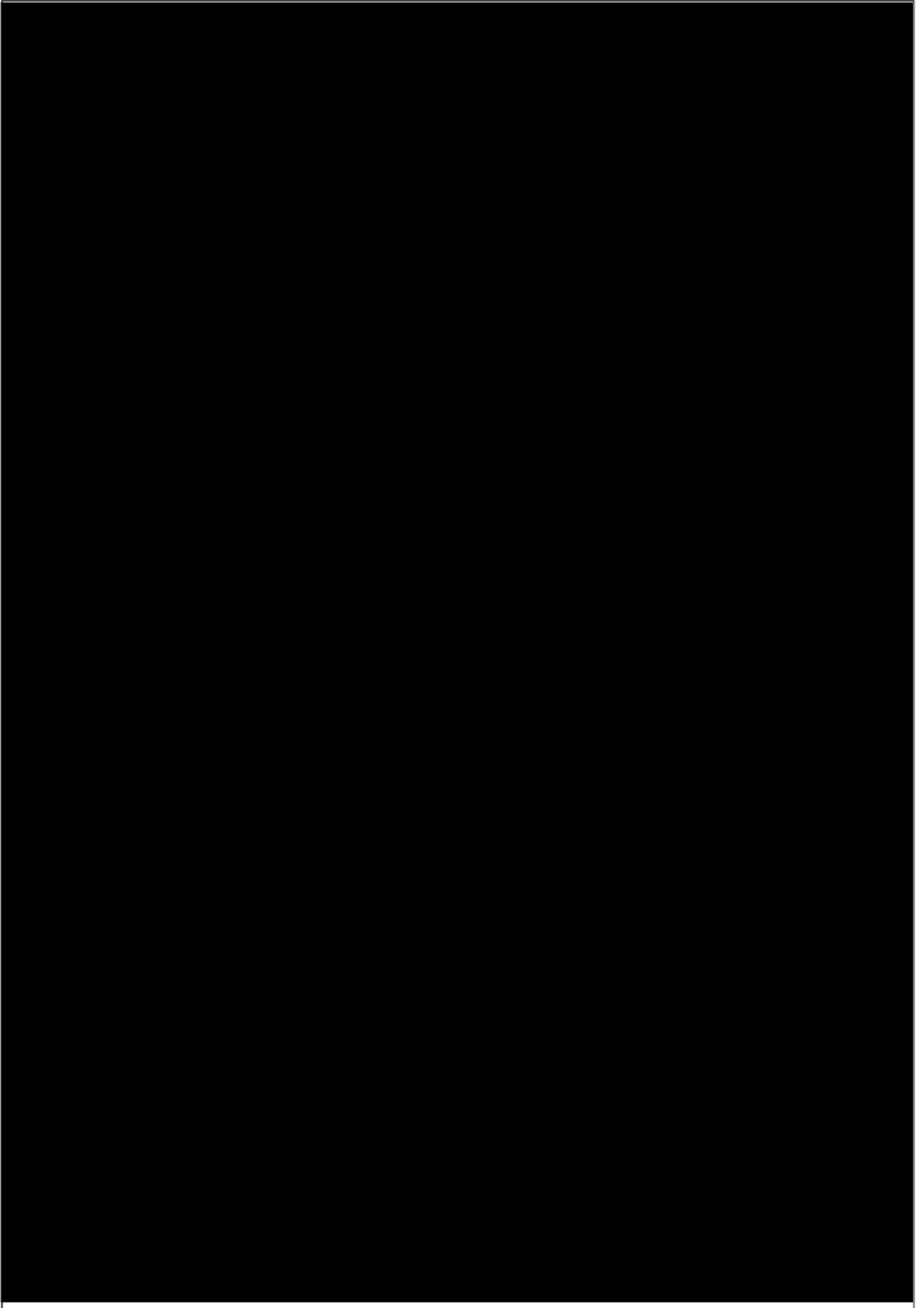


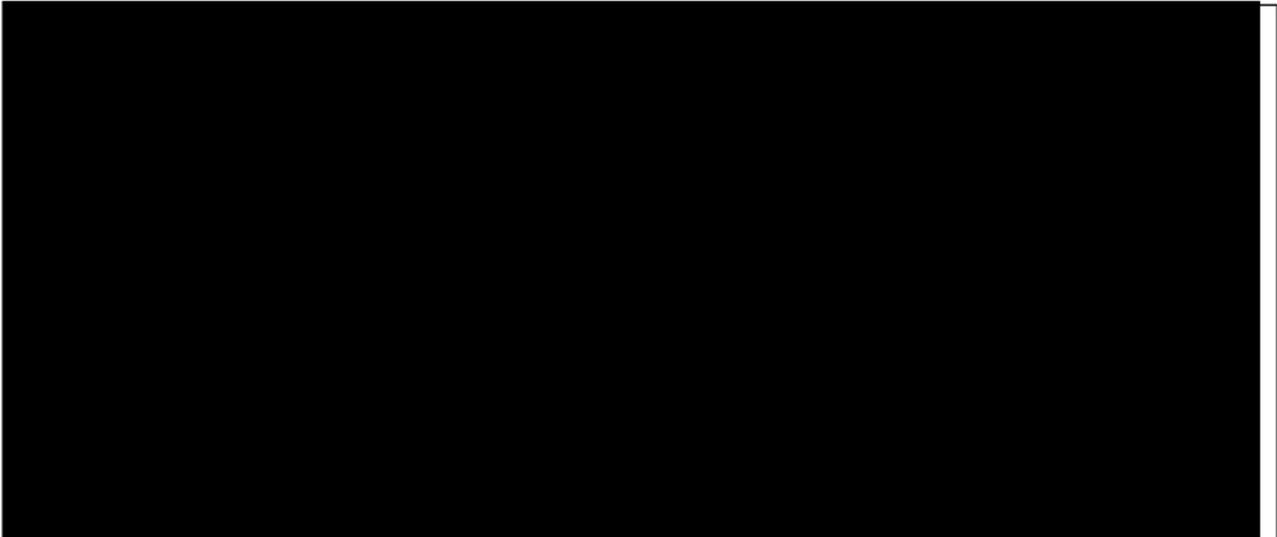
495			
20	Regarding Health and Safety and in relation to the premises, equipment or activities that you will be providing for WYP, please provide information on your	1200	2

	<p>health and safety management system, supported with documentary evidence where necessary, including:</p> <ul style="list-style-type: none">• Details of your company’s Health and Safety policy• Details of appropriate certification• Details of risk assessments (including general health and safety, manual handling, fire safety and control of substances hazardous to health), their content and their next review date• Details of any safety systems in place, such as safe systems of work, method statements and permits to work• Details of any guidance that is adhered to, such and how, such as the approved code of practice• How these risk assessments and systems are communicated to staff		
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Your Response





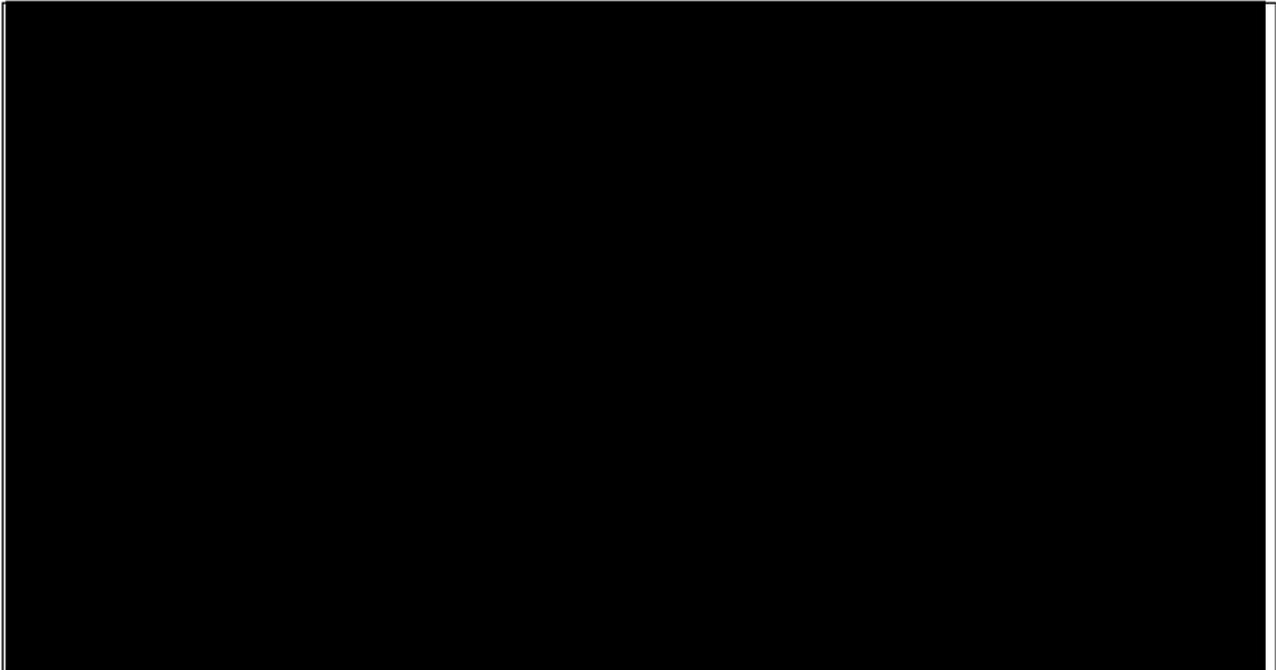


875

21	<p>Please provide details of the competent person(s) appointed to your organisation to assist in the compliance with health and safety, including:</p> <ul style="list-style-type: none"> • Their name and job role • The date they became the competent person(s) for your organisation • Details of any professional memberships they hold and their membership numbers • Their health and safety qualifications and the dates of these 	500	1
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Your Response

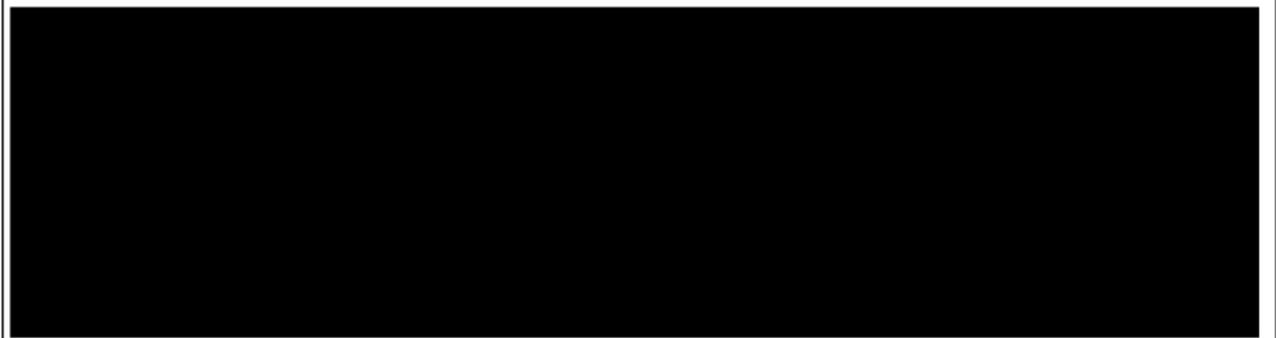


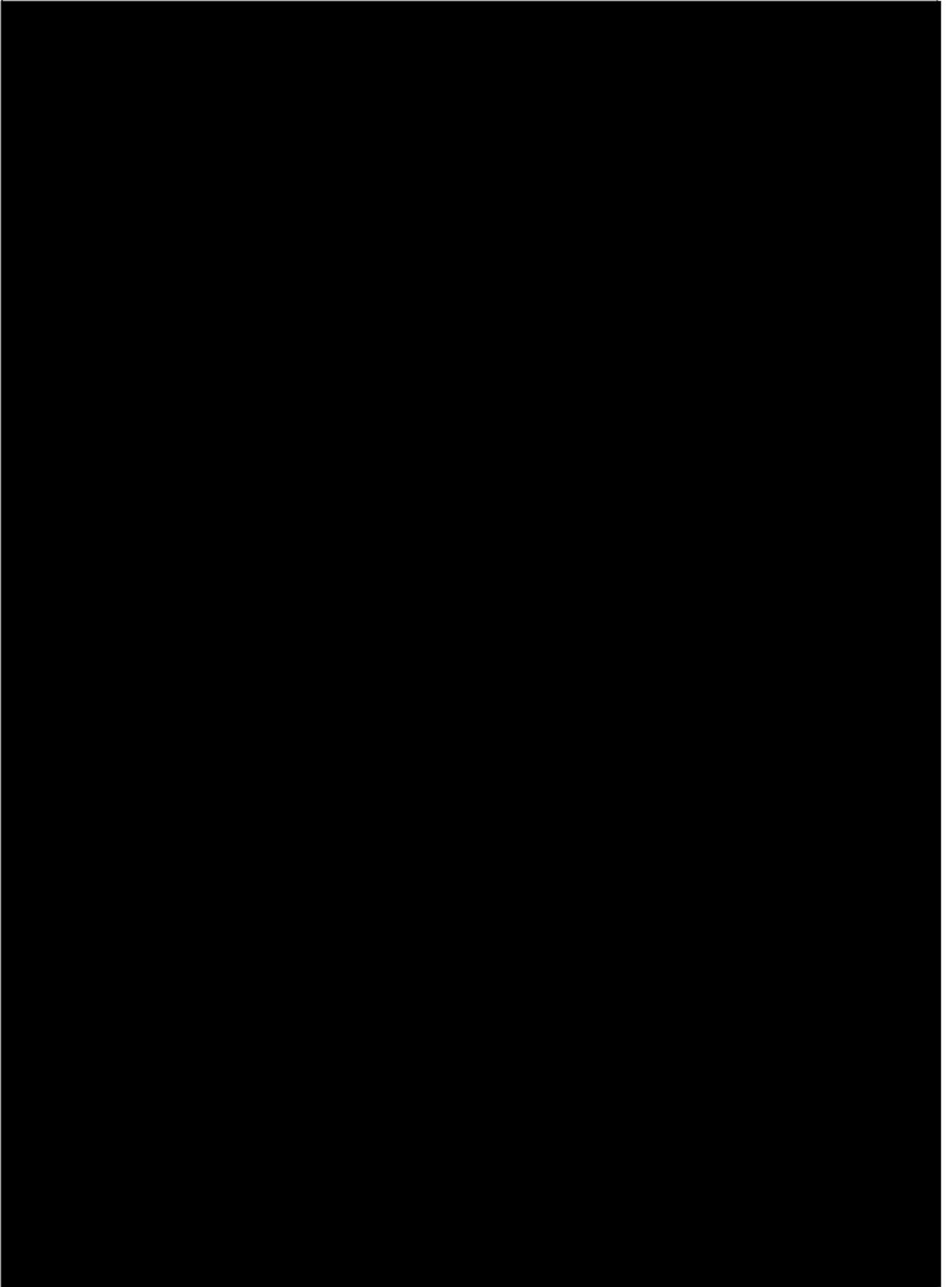


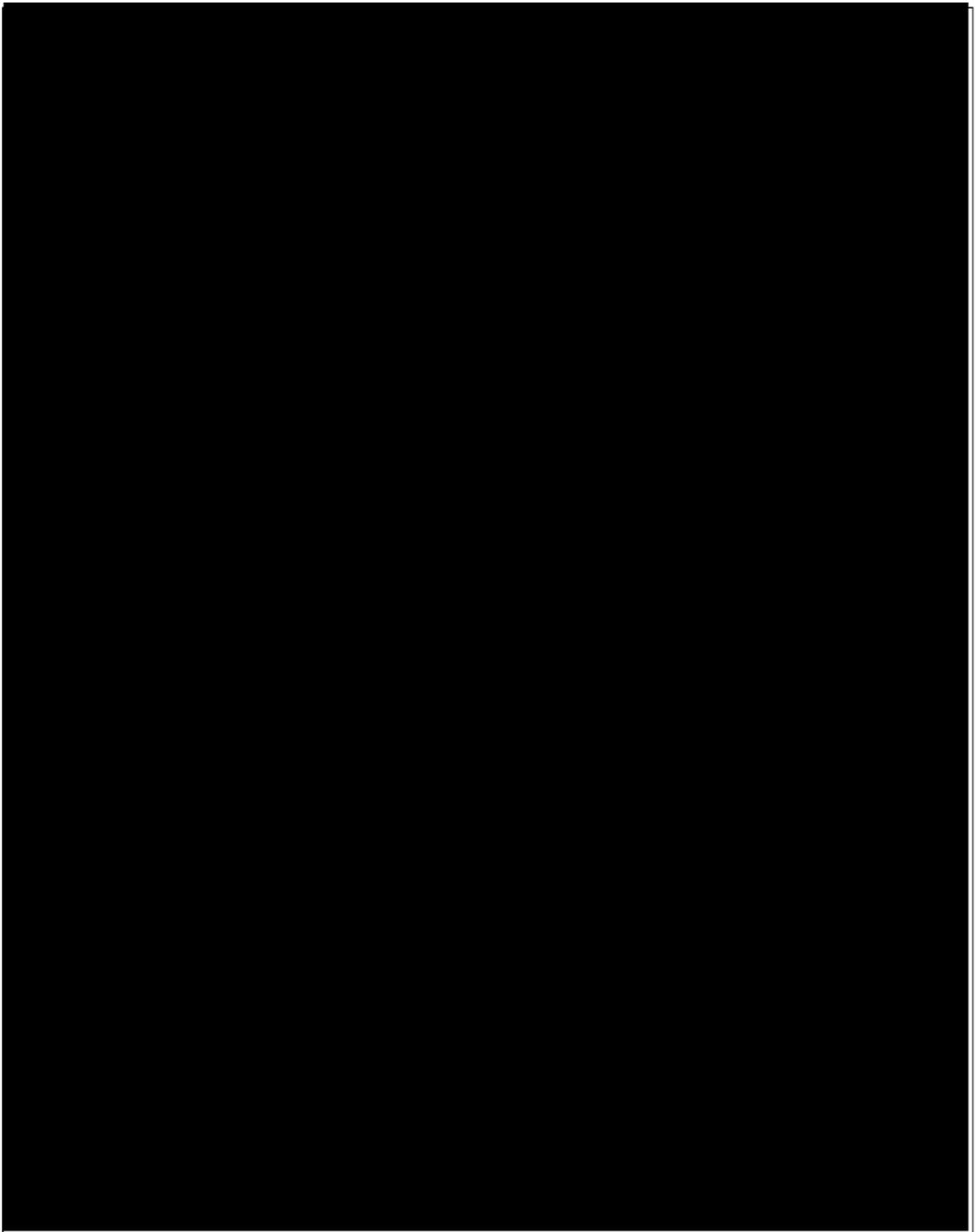
340

22	<p>In relation to the premises, equipment or activities that you will be providing for WYP, please provide details of how you ensure the health and safety competence of your staff, including:</p> <ul style="list-style-type: none"> • What health and safety training is provided • The dates of this for all relevant staff • How you ensure this is kept in date (as per industry standard expiry dates) <p>As well as general training, this may also include details of relevant industry, plant or equipment related qualifications for the equipment they may use or the services they will carry out.</p>	1200	2
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Your Response

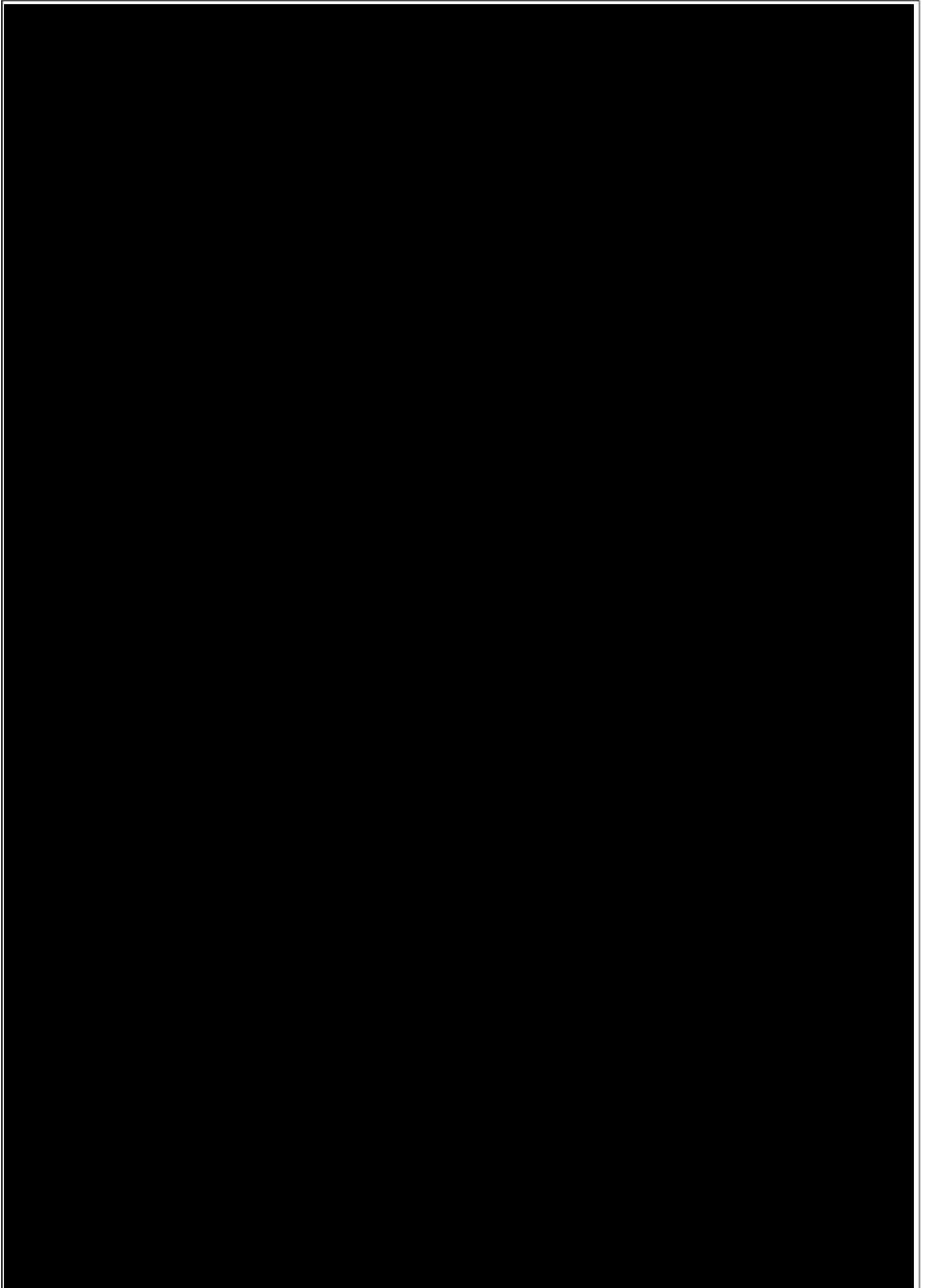


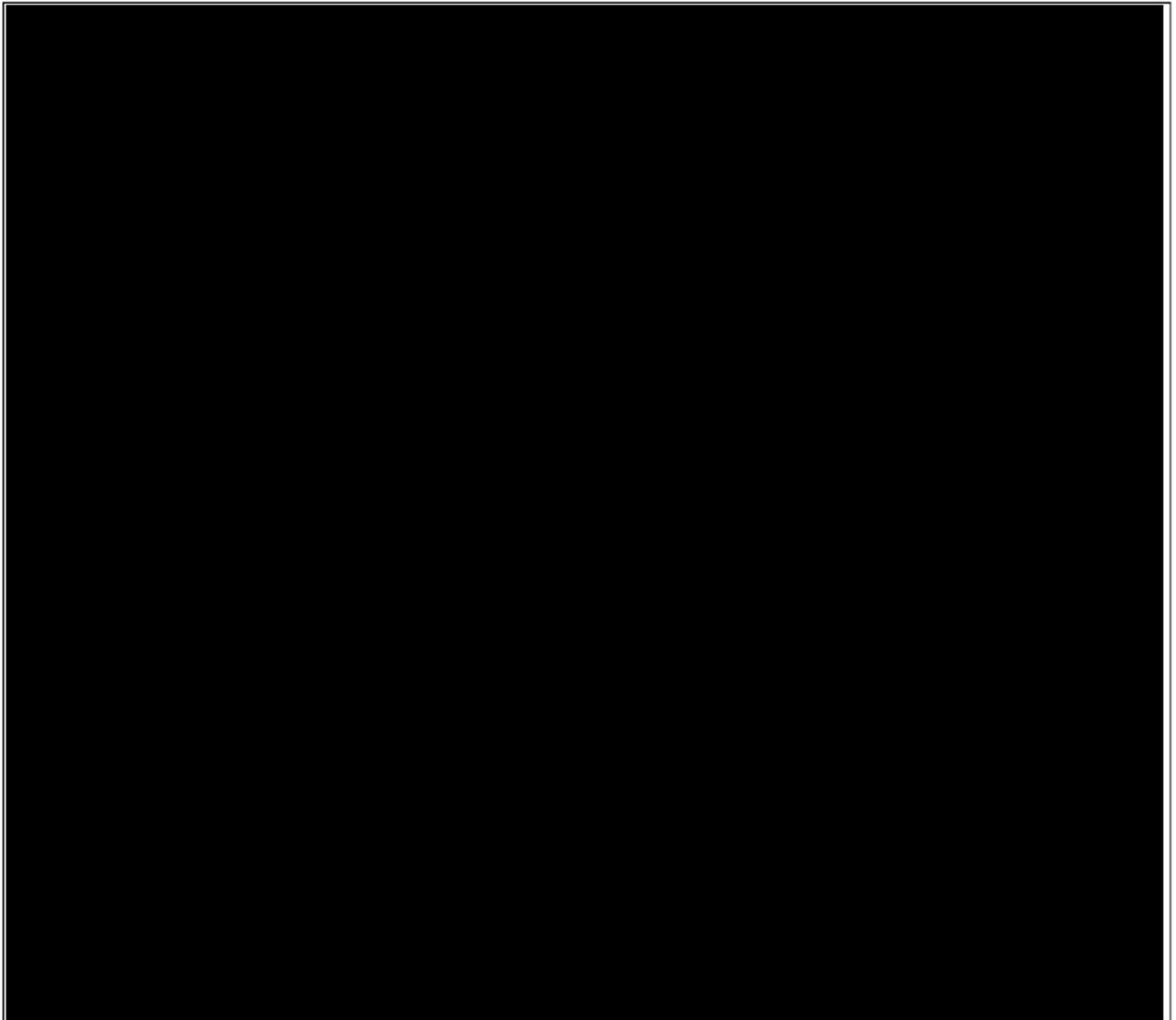




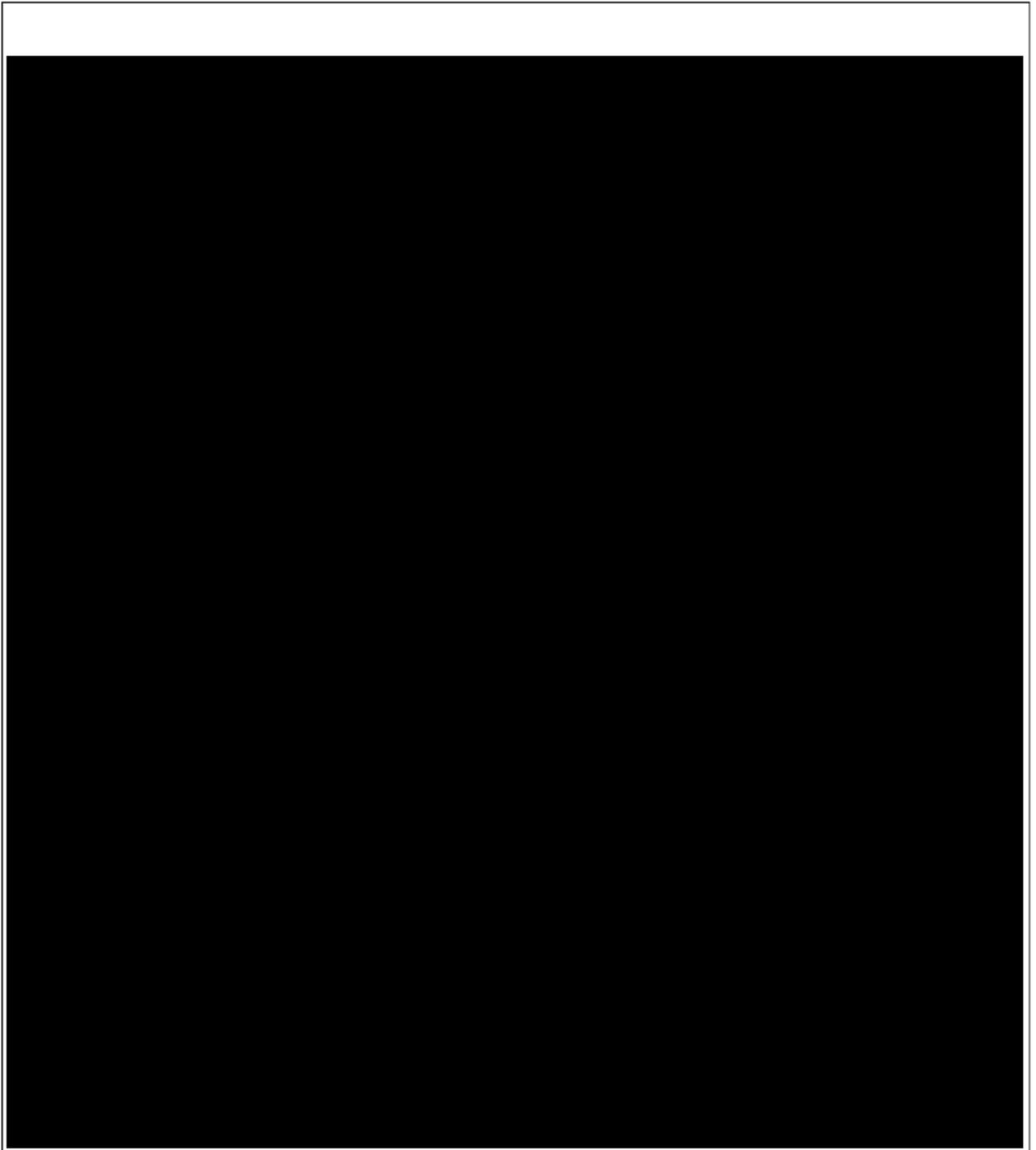
1199			
23	Please detail the arrangements you have for recording and investigating accidents and near misses, detailing any	500	2

	incidents which you had to report as a RIDDOR (from the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).		
Your Response			
180			
24	<p>Please detail the arrangements you have in place to ensure the equipment provided for use in relation to this contract is suitable for use and in a safe condition. Your response should include details of maintenance and statutory thorough examination of (where necessary):</p> <ul style="list-style-type: none"> • Ramping / Lifting facilities • Other lifting equipment, eg. Hydraulic jacks, forklift trucks, etc • Air wrench and compressor • Any other significant equipment provided for use in connection with the WYP contract 	1000	2
Your Response			





440			
25	Please confirm, providing details where necessary, that the work environment provided for West Yorkshire Police use is safe to use, suitable and meets the health and safety requirements within the Statement of Requirements, Appendix 6 – Premises Requirements (General) and Appendix 7 – Premises / Equipment Requirements (Examination Areas).	1000	2
Your Response			

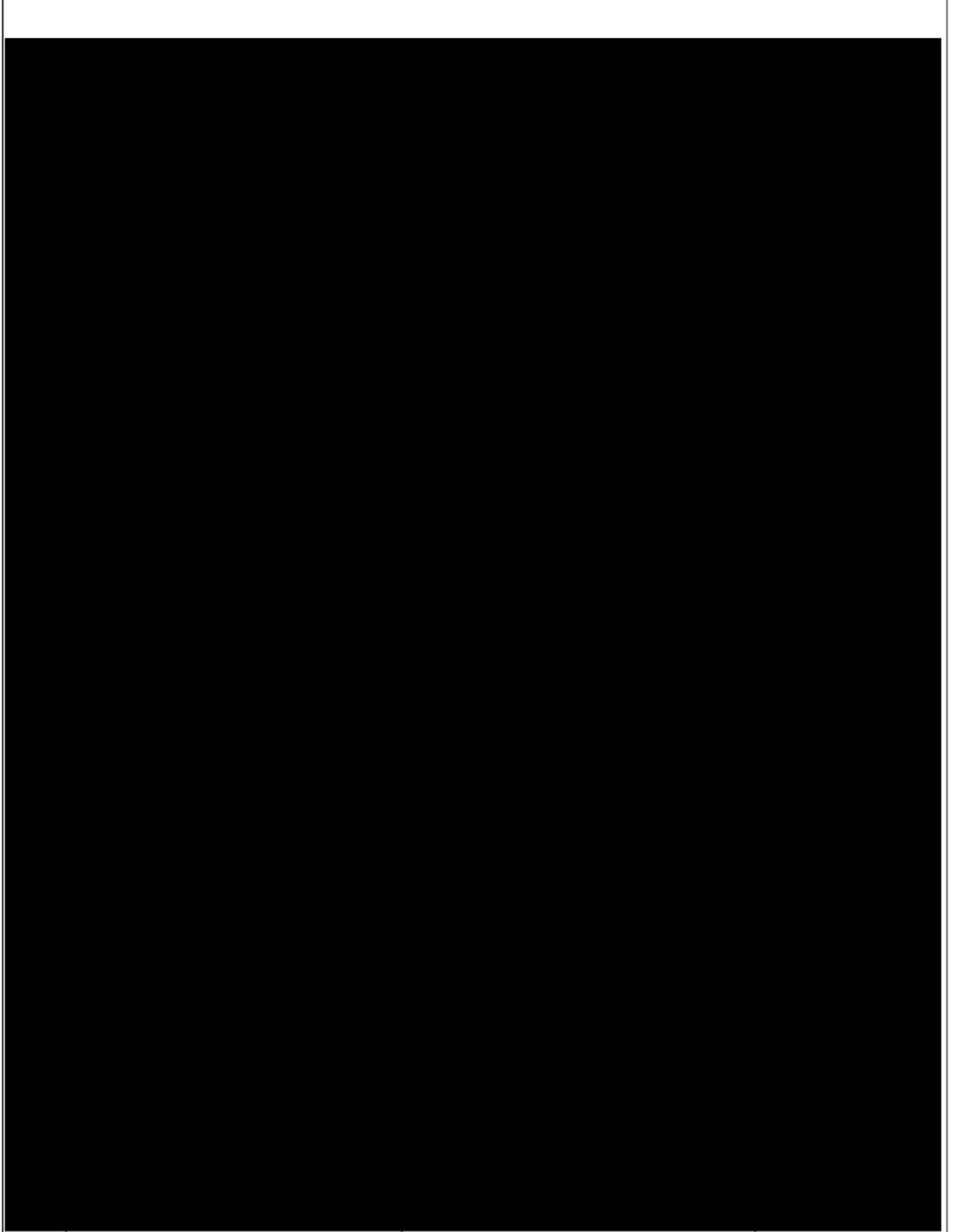


410

INFORMATION SECURITY – 5%			
26	Please advise where WYP data held by your organisation will be stored, detailing the building security and	1000	3

	perimeter, CCTV and room level security that the data will be stored under.		
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Your Response





640			
27	Please advise who will have access to personal data and how access will be monitored and controlled.	500	2

Your Response





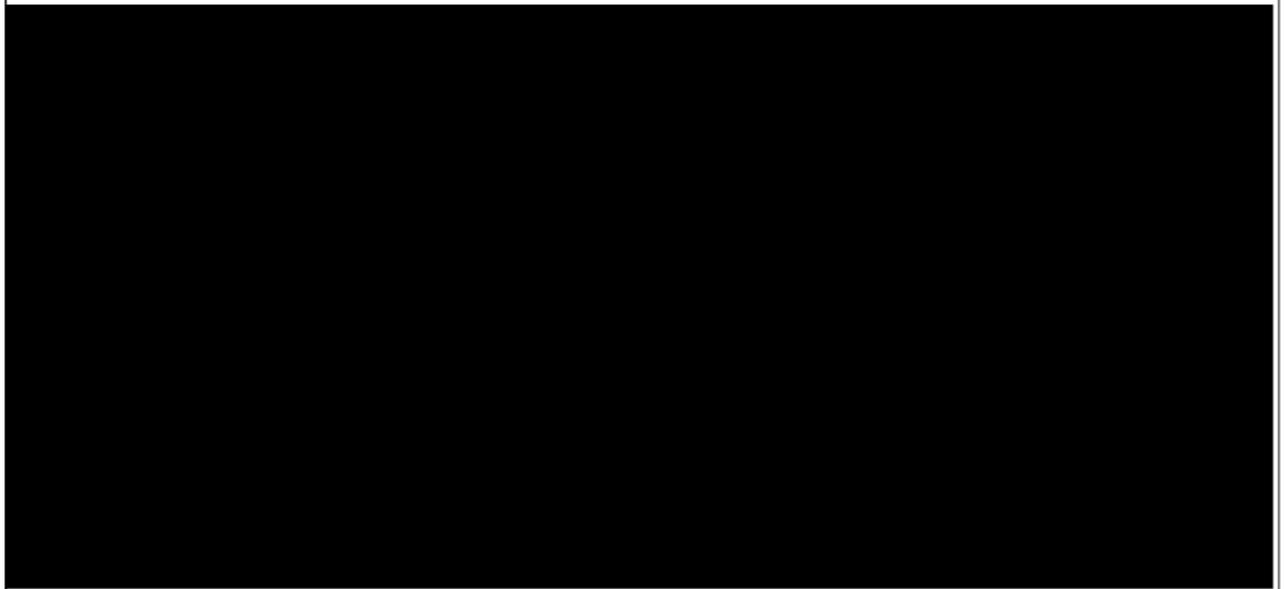
370

28	Please advise the type of malware controls used on your computer system and how the system is updated in order to protect police information. This also includes any additional applications such as Adobe etc.	500	3
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Your Response



345

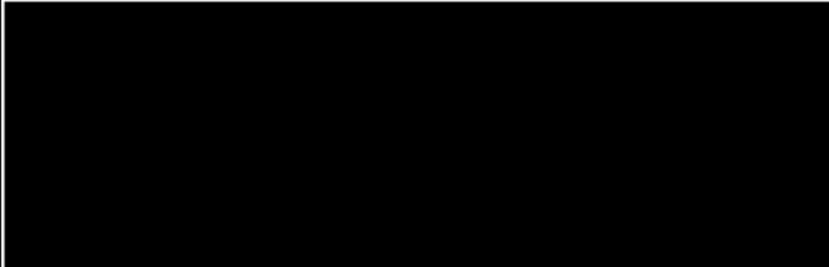
29	Please advise how you remove any applications which are no longer used on your IT infrastructure.	500	1
Your Response			
			
150			

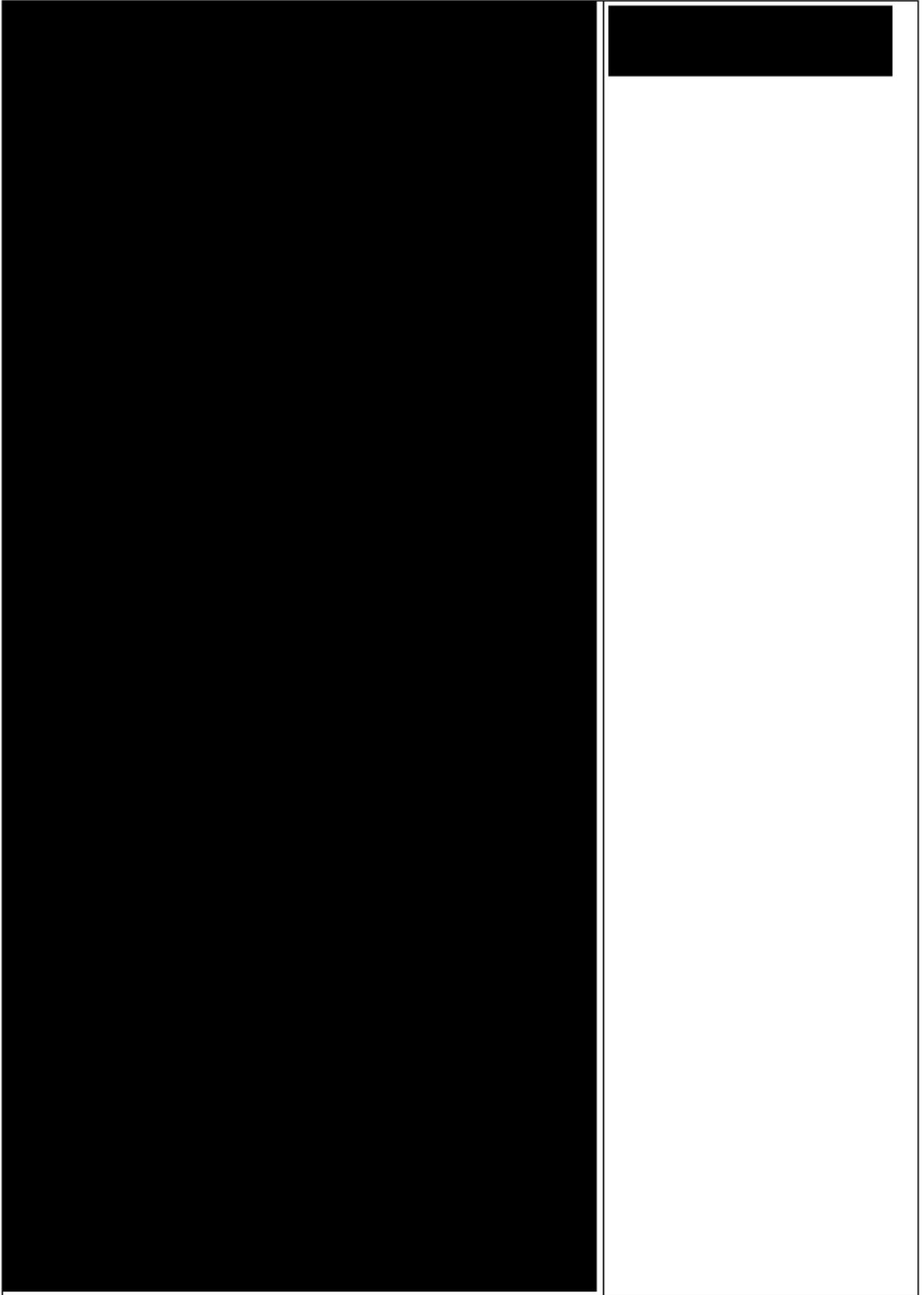
Part 3 – Social Value

Please provide a Method Statement Response and Your Commitment based on the Unit Guide to the following questions:

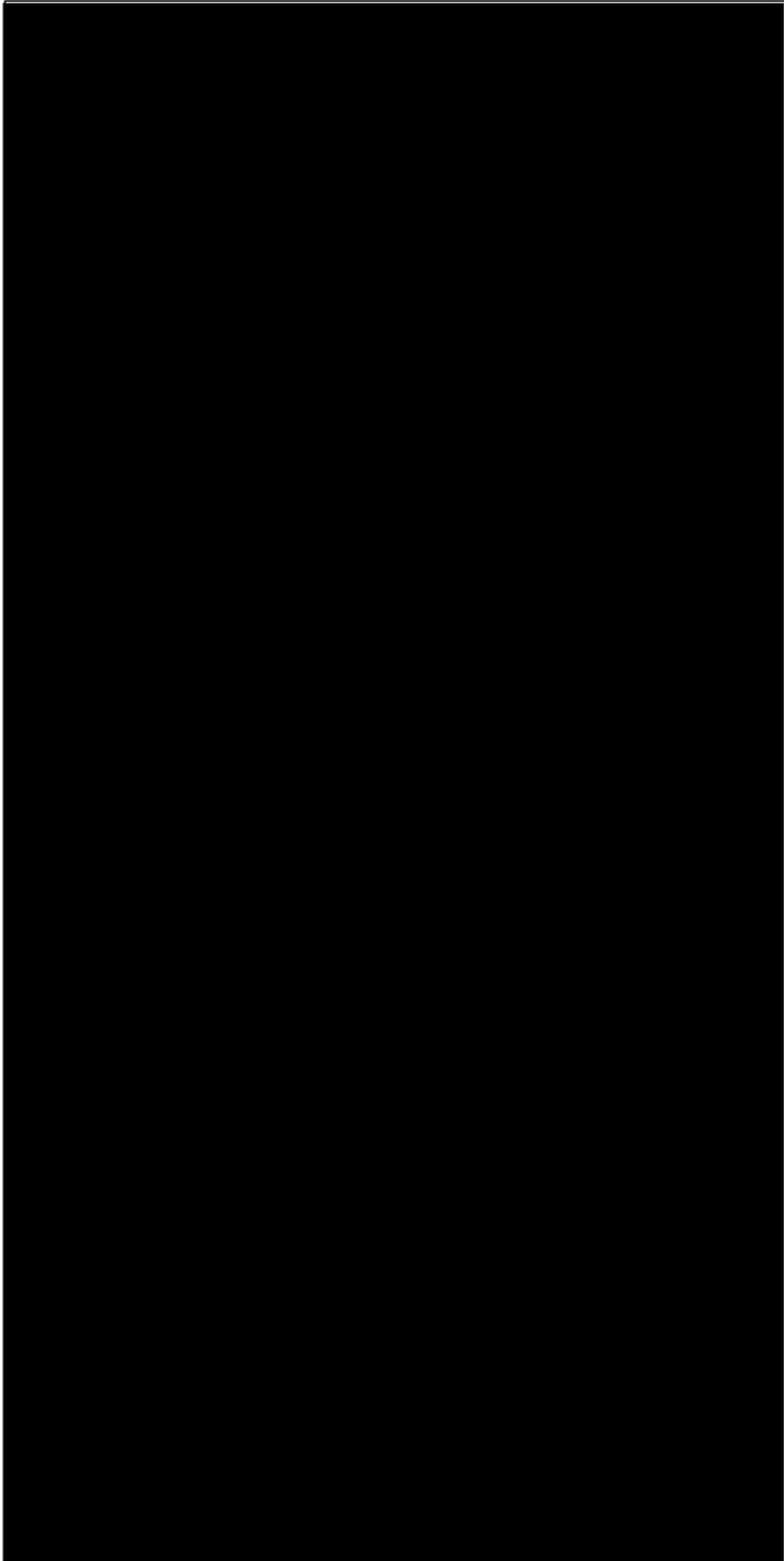
SOCIAL VALUE – 10%

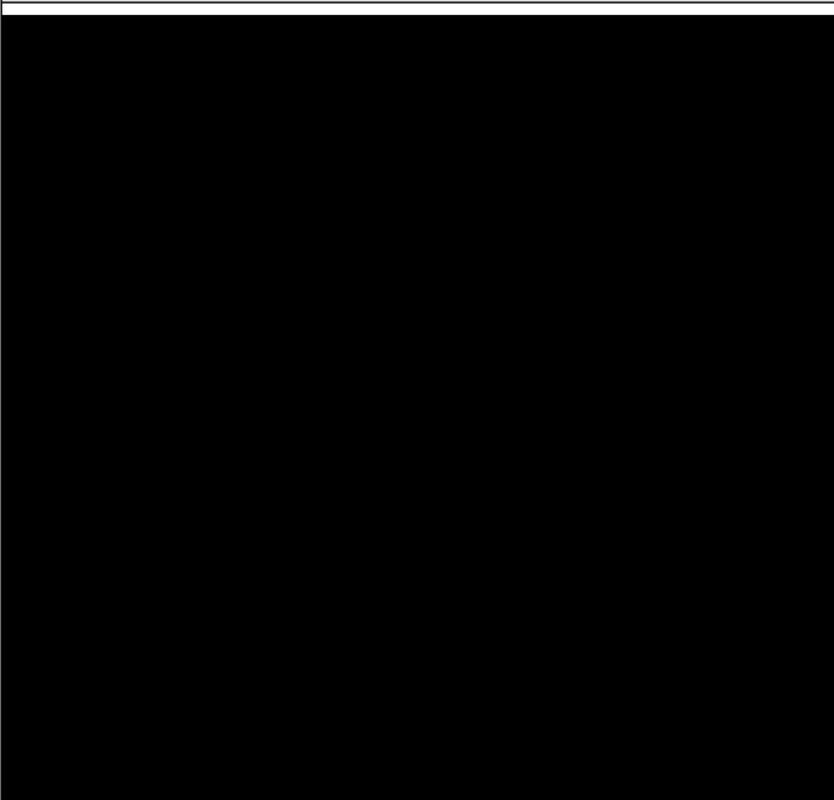
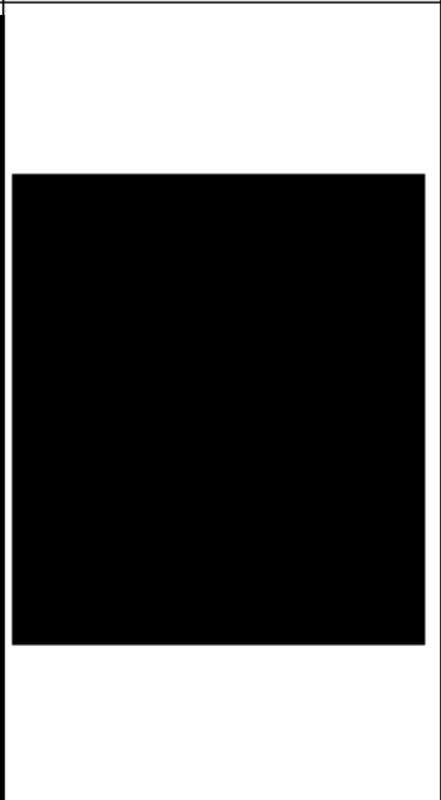
WYP have determined that the following Themes, Outcomes and Measures (TOMs) are suitable for this Contract and should provide a basis for a minimum commitment to achieving additional social value over the initial **4-year term** of the Contract.

No 1	Social Value Measure	OUTCOME: Providing skills and experience for good work	
NT80	Upskilling of existing employees through accredited training	THEME: WORK	
Definition		Proxy Value	Unit Guide
<p>This Measure covers the upskilling of existing employees through accredited vocational training.</p> <p>Qualifying courses are at level 2 or higher such as: BTEC, City & Guilds, NVQ, HNC, RQF or T-levels.</p> <p>Courses must be completed by the employee and supported by the organisation until qualification is attained.</p>		£13.02	Number of weeks
<p>Unit Guidance: Training Weeks; Number of weeks of training per person. A week has to include at least 3 training days per week; weeks with fewer training days can only be counted pro rata (total course days divided by 5).</p>			
Your Response		Your commitment based on the Unit Guidance	
			



No 2	Social Value Measure	OUTCOME: Building diverse and sustainable supply chains	
NT18	Spend with local companies in the supply chain	THEME: ECONOMY	
Definition		Proxy Value	Unit Guide
<p>This Measure covers spend with local suppliers and reflects the economic and social benefits to the local community.</p> <p>Definition of the local area – Yorkshire</p>		£1.00	£
<p>Unit Guidance: Total amount of £ spent with the supply chain within the defined local area.</p>			
Your Response		Your commitment based on the Unit Guidance	

No 3	Social Value Measure	OUTCOME: Building resilient communities	
NT28	Support for local community projects through donations	THEME: COMMUNITY	
Definition		Proxy Value	Unit Guide
<p>This Measure covers financial and in-kind contributions to a range of initiatives aimed at improving the welfare and wellbeing of a community.</p> <p>These include financial and in-kind contributions to community projects and can be run in partnership with a VCSE or as part of a company programme.</p> <p>Each of the types of support offered should be recorded separately in the appropriate categories.</p>		£1.00	£ invested
Unit Guidance: Total £ invested; Including cash, equipment, and use of assets (e.g., space).			
Your Response		Your commitment based on the Unit Guidance	
			

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No 4	Social Value Measure	OUTCOME: Managing waste sustainably	
NT123	Waste management verification policies	THEME: PLANET	
Definition		Proxy Value	Unit Guide
This Measure covers waste management verification processes undertaken. Qualifying policies must include auditing and verification on downstream management.		Non-Financial	Y / N
Unit Guidance: Yes or No			
Your Response		Your commitment based on the Unit Guidance	
		<div style="background-color: black; width: 50px; height: 30px; margin: 0 auto;"></div>	

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Social Value Monitoring		
I/We confirm that we have completed the quantitative and qualitative social value proposal for each Lot we have applied for.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Please confirm that your organisation has, and will maintain throughout the contract period, a Nominated Individual responsible for ensuring Social Value delivery.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Please confirm that you have in place, or that you will have in place by contract award, suitable escalation procedures processes for managing non delivery.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

SECTION 3 – REQUIRED INFORMATION

Part 1 – Freedom of Information Schedule

Please refer to Section 8 of the Tender Information and Instructions document for further information:

		INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/ COMMERCIALY SENSITIVE UNDER THE FREEDOM OF INFORMATION ACT 2000, etc.
1	Document Submitted	
2	Section/Paragraph of document	
3	Specify the information/wording considered to be confidential/commercially sensitive	
4	Reasons/justifications for information being confidential/commercially sensitive	
5	Timescale which information under (3) shall be confidential	
6	Specify Exemption Confidential or Commercially Sensitive	

Part 2 – Certification of non-collusion and non-canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010
5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

Signature	
(full name of authorised signatory in capitals)	
Position:	
Supplier Name:	UNIT 1 RECOVERY LTD
Date	

Part 3 – Form of Tender

Vehicle Recovery Services for West Yorkshire Police, Ref. 069-POL-24

I / We the undersigned, acknowledge and confirm that:

- (b) I/We (together with all Associated Suppliers are registered on the Central Digital Platform (the “CDP”) and have ensured that all the information contained on the CDP is up to date, true and accurate.
- (c) My/our Tender Response is submitted on the preconditions stipulated in the Tender Pack.
- (d) You may accept more than one (1) Tender, which may not include the lowest price or may accept a Tender or Tenders, or may not accept any Tender whatsoever.
- (e) No Supplier will be reimbursed for any costs incurred in submitting a Tender.
- (f) Non-compliance with the requirements of the Invitation to Tender or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from participation in the Procurement Process.
- (g) I/We have examined and understood the Invitation to Tender (the “ITT”), associated tender documents and Conditions of Contract contained within the Tender Pack issued by the Authority for the provision of the above contract.
- (h) I/We are fully satisfied that we can meet, in all respects, the requirements of the Authority.
- (i) I/We have had the opportunity, before we submit our tender, to ask the Authority for Clarification of anything we did not understand.
- (j) I/We offer to perform and complete the Contract in accordance with the specification, the Conditions of Contract and our Tender Response for the prices shown in the attached Pricing Document.
- (k) I/We agree that my/our Tender shall be submitted on the preconditions stipulated in the Instructions to Tenderers.
- (l) I/We agree that in consideration of payment to me/us by the Authority of one Pound Sterling (£1.00) (receipt of which is hereby acknowledged) this Tender, without modification, shall remain open for acceptance by

the Authority for a period of **six (6) months** from the date stated for delivery or receipt of Tenders.

- (m) I/We agree that the Authority may disclose our information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.
- (n) In the event of the Authority's acceptance of this Tender, I/We agree to execute on request a Contract to be prepared by the Authority and comprising;
 - a. the Conditions of Contract and the Schedules and Appendices thereto,
 - b. the Specification and Appendices thereto,
 - c. the rates and costs thereto,
 - d. my/our remaining Tender Response and any other documents on the terms referred to in the Tender Document.

Until and unless such a Contract is executed, the Authority's written acceptance together with the above documents and the Tender Document will constitute the Contract between us.

- (o) I/We confirm that if our tender is accepted, we shall, upon demand:
 - a. Produce evidence that all relevant insurances, policies, licenses and certificates of compliance with relevant legislation and policy are held and in force.
 - b. Sign or execute formal contract documentation as appropriate.
- (p) In recognition of the principle that the essence of selective tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering I/WE CERTIFY THAT:
 - a. The Tender submitted herewith is a bona fide Tender, intended to be competitive.
 - b. I/We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
 - c. I/We have not done, and undertake, that we will not do at any time before the **14:00** hours specified for the return of the Tender, any of the following acts:

- i. communicate with a person other than the person calling for this tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender)
 - ii. enter into any agreement with any other person that he/she shall refrain from tendering or as to the amount of any Tender to be submitted: and
 - iii. offer, pay, give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing, having done, causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.
 - iv. I/we are authorised to commit the Supplier to the contractual obligations contained in the Invitation to Tender and the Conditions of Contract.
- (q) We confirm that this Tender is made on the basis that the European Acquired Rights Directives 77/187 and 2001/23/EC, and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or substituted) **APPLY / DO NOT APPLY***. *
Delete as appropriate

Supplier's Signature	
(full name of authorised signatory in capitals)	
For and on behalf of:	UNIT 1 RECOVERY LTD
(name of tenderers):	UNIT 1 RECOVERY LTD
	COLNE BRIDGE WORKS

of (full address):	BRIDGE ROAD HUDDERSFIELD HD5 ORH
Registered No. and Registered Office if a Company:	06115871
Telephone No.	
Fax	
Email	
Date	

ANY UNAUTHORISED AMENDMENT, QUALIFICATION, OR DELETION OF, OR ADDITION TO, THE TENDER DOCUMENTS ISSUED BY THE AUTHORITY MAY INVALIDATE THIS TENDER

No tender will be considered for acceptance unless returned electronically **not later than the date and time specified on the Portal.**

TENDER SUBMISSION CLARIFICATIONS:

QUESTION	RESPONSE	CLARIFICATION

Section Ten: Data Processing Contract

This Contract is subject to a signed Data Processing Contract.

Please see the separate Data Processing Contract document.

Section Eleven: Security Standards Agreement

The Security Standards Agreement is included within the Data Processing Contract.