

## NORTHGATE VEHICLE HIRE LIMITED

### STANDARD TERMS AND CONDITIONS FOR SUPPLY OF FLEET MANAGEMENT SERVICES

Northgate Vehicle Hire Limited with its registered office at Northgate Centre, Lingfield Way, Darlington, Durham DL1 4PZ (company no. 01434157) (the "Supplier") supplies fleet management services to its customers subject to the following terms and conditions (the "Terms"). You (the "Customer") agree to abide by these Terms in their entirety, which together with the Schedules referenced herein will form an integral and enforceable part of our Agreement with you.

You acknowledge and agree that you shall be bound by the Terms, as may be updated and amended by us from time to time, upon the earlier of accepting the Terms electronically or in writing or first receiving the Services under the Agreement from the Commencement Date.

From time to time, we may agree Special Terms and Instructions with you that vary these Terms which shall be set out in a separate variation document and will only be valid if they are in writing and signed by an authorised representative of both you and us.

Our website: <https://www.northgatevehiclehire.co.uk/why-northgate/customer-care> sets out how you may contact us if you have a query or complaint.

#### 1. Definitions and Interpretation

1.1. In these Terms, the following definitions shall have the following meanings unless the context otherwise admits or requires.

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|------------------------------|---|
| <b>"Account Manager"</b>     | the individual who is appointed by the Supplier as the account manager for the Customer from time to time, as notified to the Customer;   |
| <b>"Additional Charges"</b>  | any charges to be paid by the Customer in addition to the Charges, including but not limited to repairs carried out by third party garages, cost of parts and glass, and any costs in accordance with paragraph 1.5 of Schedule 1, Part 1 (Service Description), services requested by the Customer that fall outside the scope of the Services as defined in Schedule 1; and any other goods or services supplied by the Supplier in accordance with Clause 5; |
| <b>"Additional Services"</b> | has the meaning set out in Clause 3.5;  |
| <b>"Agreement"</b>           | means the agreement between the Supplier and the Customer for the provision of the Services comprising: <ul style="list-style-type: none"><li>(a) any Special Terms and Instructions expressly agreed in writing between the parties;</li><li>(b) these Terms;</li><li>(c) the Schedules; and</li><li>(d) the Fleet Management Pricing Document setting out the Charges payable for the Services;</li></ul>   |

and in the event of any conflict between these documents the above order of precedence shall prevail;

<b>“Applicable Laws”</b>	all applicable laws, statutes, regulations from time to time in force.
<b>“Anniversary Date”</b>	the date falling twelve (12) months after the Commencement Date and each subsequent twelve (12) month anniversary so long as this Agreement remains in force;
<b>“Anonymised Data”</b>	means data that has been processed in such a way that it can no longer identify a Data Subject, whether directly or indirectly, and cannot be re-identified using reasonable means;
<b>“Authorisation Limit”</b>	a financial limit agreed in writing between the Supplier and the Customer in respect of the sums incurred under paragraph 1.5.1 of Schedule 1, Part 1 (Service Description);
<b>“Business Day”</b>	Monday to Friday excluding public and bank holidays in the United Kingdom;
<b>“Charges”</b>	the charges payable by the Customer under this Agreement as set out in the Fleet Management Pricing Document, as may be amended from time to time in accordance with Clause 6;
<b>“Commencement Date”</b>	the date on which the Customer first begins to receive Services under this Agreement;
<b>“Confidential Information”</b>	<p>means all information or secrets (however recorded) that one party (the “Disclosing Party”) discloses or makes available to the other party (the “Receiving Party”) in connection with this Agreement and which would be regarded as confidential by a reasonable businessperson. It includes any information of a confidential nature relating to the Charges (including any Additional Charges) or either party’s operations, products, processes, trade secrets or know how but excludes any information that:</p> <p>(a) is or becomes publicly available other than through breach of this Agreement by the Receiving Party;</p> <p>(b) was lawfully in the possession of the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party;</p> <p>(c) was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party’s knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the</p>

information to the Receiving Party;

(d) is independently developed by or for the Receiving Party without reference to or use of the Disclosing Party's information; or

(e) the parties agree in writing is not confidential or may be disclosed;

**"Contract Year"**

means each period of twelve (12) consecutive months commencing on the Commencement Date and on each subsequent Anniversary Date thereafter;

**"Customer Vehicle"**

means any vehicle:

(a) owned by the Customer;

(b) leased to the Customer from a Third-Party Owner; or

(c) hired by the Customer from a Third-Party Owner (other than the Supplier);

in relation to which the Supplier agrees to provide Services pursuant to this Agreement;

**"Customer's Representative"**

the individual who is appointed by the Customer as the Customer's representative from time to time, as notified to the Supplier;

**"Dependencies"**

the dependencies which the Customer is required to satisfy to enable the Supplier to provide the Services to the Customer as set out in Part 2 of Schedule 1;

**"Driver"**

means any person who is an employee or nominee of the Customer and is authorised by the Customer to drive a Vehicle;

**"Fleet Management Pricing Document"**

means the document setting out the Charges payable for Services under this Agreement;

**"Force Majeure Event"**

means an act of God or any other event or circumstance beyond the reasonable control of either party, the consequences of which neither party can prevent or avoid; including without limitation, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial dispute (including an industrial dispute involving a party's own employees where that industrial dispute is beyond the reasonable control of that party), terrorist act, act of Government, epidemic, pandemic or other spread of infectious disease including, for the avoidance of doubt, Coronavirus and any shortages of labour or materials arising as a result thereof or of associated regulations or the imposition of any measures to prevent the spread of disease, acts or omissions of any subcontractor or termination of any subcontract relating to the Services or restrictions of

a legislative or regulatory nature (whether anticipated on the date of the Agreement or not);

**“Group”**

means in relation to the Supplier, any subsidiary of the Supplier, any holding company of the Supplier, or any other subsidiary of that holding company, and "subsidiary" and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006.

**“Hire Agreement”**

means any agreement entered into between the Customer and the Supplier for the hire of a Northgate Vehicle, which shall incorporate and be governed by the Supplier's standard terms and conditions for LCV hire as published at <https://www.northgatevehiclehire.co.uk/useful-information/terms-and-conditions> (or such other URL as notified by the Supplier to the Customer from time to time);

**“Incident”**

any damage caused to a Vehicle as a result of a motor traffic accident, act of vandalism, flooding or theft, however minor and regardless of fault and where it is practical, lawful and permitted for the Supplier to access the Vehicle to provide Accident Management Services;

**“Initial Term”**

the period commencing on the Commencement Date and ending at midnight on the first anniversary of the Commencement Date, as further described in Clause 2;

**“Insolvency Event”**

each and any of the following in relation to the Customer or the Supplier (being the “Relevant Party”):

(a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Relevant Party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Relevant Party or any of its assets; (iii) the enforcement of any security over any assets of the Relevant Party; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the Relevant Party;

(b) the Relevant Party is unable to pay its debts as they fall due or is insolvent; or

(c) the Relevant Party enters into a composition or arrangement with its creditors or any class of them;

<b>“IPR”</b>	all patents, patentable rights, copyright, design rights, utility models, service marks, trademarks, trade names, rights in inventions, rights in data, database rights, rights in know-how, confidential information and all other intellectual and industrial property and similar or analogous rights (whether or not any of the above are registered) existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);
<b>“Loss” and “Losses”</b>	includes all loss, damage, cost and expense;
<b>“Northgate Vehicle”</b>	means a vehicle owned by the Supplier which is hired to the Customer from the Supplier pursuant to a Hire Agreement, and in respect of which the Supplier agrees to provide Services pursuant to this Agreement (including the Accident Management Services);
<b>“Privacy Policy”</b>	means the Supplier’s Group privacy policy as published at <a href="https://www.northgatevehiclehire.co.uk/useful-information/privacy-policy">https://www.northgatevehiclehire.co.uk/useful-information/privacy-policy</a> (or such other URL as notified by the Supplier to the Customer from time to time);
<b>“Retail Prices Index”</b>	the measure of inflation as published by the Office of National Statistics, or such successor body from time to time;
<b>“Services”</b>	the services set out in Part 1 of Schedule 1 and any Additional Services in Schedule 2 or agreed by the parties in accordance with Clause 3.5 from time to time;
<b>“Special Terms and Instructions”</b>	any special terms or instructions expressly agreed in writing between the parties;
<b>“Third Party Owner”</b>	means any third party from whom the Customer leases or hires a Customer Vehicle;
<b>“Vehicle”</b>	means any Customer Vehicle or Northgate Vehicle in relation to which the Supplier agrees to provide Services pursuant to this Agreement;
<b>“Virus”</b>	any code or data designed or adapted to impair or otherwise adversely affect the operation of any computer or equipment, prevent or hinder access to any program or data (whether by rearranging the same within the computer or equipment or any storage medium or device, or by altering or erasing the program or data in whole or part, otherwise), including computer viruses (as the term may be generally understood within the computer industry including Trojan horses, worms, logic bombs, Malware and bugs) and other similar things;

## 1.2. Interpretation

- a. Certain words and expressions used in, and principles of interpretation applicable to, these Terms are defined or set out in Clause 1.1, and if there is a conflict or inconsistency between any provision contained in these Terms and the Agreement, the order of priority as set out in the definition of Agreement shall apply.
- b. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- c. Any phrase introduced by the Terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- d. References to:
  - i. a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it except that, as between the parties, no modification, consolidation or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, either party;
  - ii. either party includes, where appropriate, persons deriving title under it;
  - iii. a reference to a **"company"** includes any company, corporation or other body corporate, wherever or however incorporated or established and **"subsidiary"** and **"holding company"** shall have the meanings given to them by section 1159 of the Companies Act 2006;
  - iv. **"includes"** or **"including"** shall be construed without limitation to the generality of the preceding words;
  - v. any document (including this Agreement) or a provision of it shall be construed as a reference to that document or provision as amended from time to time by agreement between the parties in accordance with this Agreement;
  - vi. **"indemnify"** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after-tax basis;
  - vii. **"writing"** includes any method of reproducing words in a legible and non-transitory form, including e-mail; and
  - viii. the singular includes the plural and vice versa.
- e. **Headings:** Clause, Schedule and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.
- f. **Schedules:** The Schedules form part of this Agreement along with the Terms and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- g. **Priority:** If there is any conflict or inconsistency between the documents comprising this Agreement the order of priority set out in the definition of Agreement shall apply, with a document higher in that list prevailing over a document lower in the list.
- h. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule as applicable.

## **2. COMMENCEMENT AND TERM**

- 2.1. This Agreement shall commence on the Commencement Date and shall continue in force for twelve (12) months (the "Initial Term") following which, it shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term"), unless terminated in accordance with Clause 2.2 or otherwise in accordance with the Terms of this Agreement.
- 2.2. Either party may terminate this Agreement at any time by giving the other party not less than ninety (90) calendar days' written notice, following which the Agreement shall terminate on the expiry of that notice period.
- 2.3. Nothing in this Clause 2 shall affect either party's right to terminate this Agreement earlier in accordance with Clause 9 (Termination) or any other termination provision in this Agreement.

## **3. SERVICES**

### **Promotional Materials**

- 3.1. Any descriptions, or advertising of or relating to services available from the Supplier issued or published by the Supplier, including those contained in catalogues, brochures or on a website (all or any of these forms of communication being "Promotional Materials"), are issued or published for informational purposes only. Promotional Materials shall not form part of this Agreement, any other contract to supply the Services between the Supplier and the Customer, or any collateral contract.
- 3.2. The Supplier is not bound by, and hereby excludes liability for, any non-fraudulent error in or omission from any Promotional Materials which are obvious or which ought reasonably to be considered apparent to the Customer. The Customer undertakes not to rely on any such error or omission, or to enforce any rights or bring any claim against the Supplier on the basis of Promotional Materials to the extent they contain such errors or omission.
- 3.3. The Supplier's employees or agents are not authorised to make any statements or other representations concerning the Services unless confirmed by the Supplier in writing, and the Customer undertakes not to rely on, and hereby waives any claim for breach of, any unconfirmed statement or representation which is not made fraudulently.

### **Rejection of Customer's terms**

The Supplier shall provide the Services only on the Terms of this Agreement. Any terms proposed by the Customer are hereby rejected and shall not (as appropriate) form part of this Agreement, unless expressly accepted by the Supplier in writing.

### **Additional Services**

- 3.5. The Customer may request services which are additional to those set out in Part 1 of Schedule 1 of this Agreement including but not limited to those set out in Schedule 2.
- 3.6. If the Supplier is willing to provide Additional Services it shall confirm in writing to the Customer the terms upon which it is willing to provide such Additional Services, including:
  - a. any additional contractual terms which will apply to the provision of such Additional Services; and
  - b. the charges which will apply to such Additional Services.

### **Hire of Vehicles**

- 3.7. This Agreement governs solely the provision of fleet management services in respect of Vehicles as described in Schedule 1. This Agreement does not govern the hire of any Northgate Vehicles by the Customer from the Supplier, which shall instead be subject to a separate Hire Agreement.

- 3.8. Each Hire Agreement shall incorporate and be governed by the Supplier's standard terms and conditions for LCV hire as described in Clause 1.1 (Interpretation) (as may be amended by the Supplier from time to time);
- 3.9. In the event of any conflict or inconsistency between the Terms of this Agreement and the terms of any Hire Agreement as to the provision of Services for Northgate Vehicles, the terms of this Agreement shall prevail.

#### **4. SCOPE AND DURATION**

##### **4.1. Supply of Services**

Subject to this Agreement, the Supplier shall supply, and the Customer shall accept and pay for, all Services.

##### **4.2. Standards**

The Supplier shall use reasonable endeavours to supply the Services with reasonable care and skill and according to best industry practice and in accordance with Schedule 1.

##### **4.3. Co-operation with third parties**

Where the Supplier appoints a third party to provide any goods or services in relation to the provision of the Services, the Customer shall co-operate and ensure that any of its employees co-operate with such third party and provide the information and assistance that such third party may reasonably require.

##### **4.4. Time for performance**

(a) All dates and times for delivery of Services are estimates only unless expressly guaranteed in writing by an authorised representative of the Supplier. Time shall not be of the essence for the performance of the Services.

(b) The Supplier shall use reasonable endeavours to perform the Services within the timescales notified to the Customer or, where no timescale is specified, within a reasonable time.

(c) Where the Customer requests that repairs be carried out, the Supplier shall use reasonable endeavours to carry out such repairs within a reasonable timeframe, subject to: (i) the availability of parts and materials; (ii) the availability of suitable third-party suppliers; (iii) the Customer making the Vehicle available as required; and (iv) the Customer's approval where required under Clause 5 (Additional Charges).

##### **4.5. Postponement**

The Customer may not postpone performance of the Services except with the prior consent in writing of the Supplier or verbally communicated via the Northgate Customer Service telephone line.

##### **4.6. Manner of performance**

The Supplier is entitled to determine the way in which the Services are performed.

##### **4.7. Relief events**

The Supplier shall not be liable for any failure or delay in performing its obligations under this Agreement (including any delayed or defective performance) to the extent such failure or delay is caused by:

- a. A Force Majeure Event;
- b. the Supplier being provided with inaccurate, incomplete or misleading information by the Customer;

- c. the Customer's failure to satisfy its obligations under Clause 7 (Customer Obligations) or the Dependencies set out in Schedule 1, Part 2, provided such failure is not due to a breach by the Supplier of this Agreement; or
- d. any breach of this Agreement by the Customer.

4.8. **Services Compliance**

If the Customer can demonstrate that the Services do not comply with the requirements of Clause 4.2 (Standards), without prejudice to any other remedies the Customer may have, the Supplier shall re-perform the Services within a reasonable period to comply with Clause 4.2 (Standards).

**5. ADDITIONAL CHARGES**

- 5.1. Subject to paragraph 1.5 of Schedule 1, Part 1 (Service Description), the Supplier shall notify the Customer of any Additional Charges including details of the related Services, other services or goods. The Supplier may only apply such Additional Charges upon obtaining the Customer's written approval (such approval not to be unreasonably withheld or delayed) except where the Additional Charges do not exceed any agreed Authorisation Limit, in which case no prior approval is required in accordance with Schedule 1 paragraph 1.5.3.
- 5.2. The Customer shall pay the Additional Charges in accordance with Clause 6 (Charges) if approval has been given in accordance with Clause 5.1.
- 5.3. The Supplier shall not be liable for any failure or delay in performing any Services or other services caused by the Customer's delay or failure to approve any Additional Charges including any costs in excess of any agreed Authorisation Limits.

**6. CHARGES**

6.1. **Payment**

- a. The Customer shall pay the Charges and Additional Charges in arrears within twenty-eight (28) calendar days after the date of the invoice unless otherwise agreed in writing.
- b. The Charges and Additional Charges are exclusive of value added tax, which shall be added to the Charges and Additional Charges and paid by the Customer in accordance with this Clause 6.

6.2. **Suspension**

If the Customer fails to pay the Charges and Additional Charges by the due date for payment, the Supplier may, without prejudice to any other rights or remedies available to it, charge interest on the overdue amount from the due date until the date of actual payment at a rate equal to the then applicable Bank of England base rate plus eight percent (8%) per annum, recover all reasonable costs of debt recovery and suspend all or any part of the Services until all overdue amounts (including any accrued interest) have been paid in full, such suspension not affecting the Customer's continuing obligation to pay Charges and Additional Charges as they fall due nor giving rise to any liability of the Supplier to the Customer arising from or in connection with such suspension.

6.3. **Review of Charges**

- a. Subject to Clause 6.4, the Supplier reserves the right on each Anniversary Date to increase the Charges by an amount equal to the increase in the Retail Price Index plus four percent (4%).
- b. Where the Supplier proposes to increase the Charges in accordance with this Clause 6.3, it will provide the Customer with no less than twenty-eight (28) calendar days' prior notice. Unless the Customer notifies the Supplier in writing of its refusal to accept before the expiry of that notice period, the

revised Charges will apply with effect from the expiration of the notice period onwards and the Customer will be charged accordingly.

- c. If the Customer notifies the Supplier of its refusal to accept the revised Charges before the expiry of the twenty-eight (28) calendar day notice period in Clause 6.3(b), the Supplier may in its absolute discretion either:
  - (i) elect to withdraw the proposed increase and continue supplying the Services at the existing Charges; or
  - (ii) terminate this Agreement on not less than thirty (30) calendar days' written notice to the Customer, in which case the Agreement shall terminate on the date specified in the Supplier's notice and the Supplier shall have no liability to the Customer for such termination.
- 6.4. Nothing in Clause 6.3 shall limit the right of the Supplier to increase the Charges or any Additional Charges at any time during the term of this Agreement and by any sum deemed reasonably necessary by the Supplier to the extent that the Supplier can demonstrate that the cost to the Supplier of performing the Services has increased as a result of any reason which is beyond the Supplier's reasonable control.
- 6.5. In the event of any variation of the Services or Additional Services, the Supplier may revisit the Charges and any such revision shall be confirmed and take effect in accordance with Clause 20.3 (Variations).

## **7. CUSTOMER OBLIGATIONS**

- 7.1. The Customer shall:
  - a. satisfy the Dependencies;
  - b. procure that contractors engaged by the Customer (if any) co-operate with the Supplier as required in connection with the Services;
  - c. notify the Supplier of anything in connection with the Services of which the Customer is aware or ought reasonably to be aware, which is relevant to the performance of the Services, including circumstances:
    - i) creating a reasonable risk of delay or material extra work in connection with the Services; or
    - ii) which prevent or hinder, or which may reasonably be expected to prevent or hinder the Supplier from complying with any provision of this Agreement, in each case giving the reasons in reasonable detail; and
  - d. ensure that when providing any information to the Supplier relating to Drivers under this Agreement, including Personal Data, it has complied with all applicable legislation, including Applicable Data Protection Legislation and, where required, obtain all necessary consents to share such information.
- 7.2. **Access to premises**

The Customer shall and shall procure that any Third-Party Owner or other third party shall afford to the Supplier access to the premises of the Customer or the Third-Party Owner or other third party (as appropriate) that the Supplier may reasonably require to perform the Services.
- 7.3. **Third party consents**

The Customer shall procure all permissions, licences and other authorisations from any Third-Party Owners and other relevant third parties (including competent authorities) which are or may reasonably be expected to be required for the purpose of or in connection with the performance of the Services.

## **8. SET-OFF**

The Supplier may at any time set off any liability owed by the Customer against any sum owed by the Supplier to the Customer. Any exercise by the Supplier of its rights under this Clause 8 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## **9. TERMINATION**

### **9.1. Termination for breach**

- a. Subject to Clause 9.1(b), either party may by giving notice to the other terminate this Agreement as from the date of expiry of the notice if the other commits a breach of this Agreement which, in the case of a material breach capable of remedy, is not remedied within thirty (30) Business Days after the other has given notice containing details of the breach, and requiring the breach to be remedied.
- b. Where any Charges or Additional Charges remain outstanding after the due date for payment, the period to which Clause 9.1(a) refers (for the purpose of remedying the breach) shall be ten (10) Business Days from the date of written notice detailing the outstanding sums due to remedy the breach by payment in full (including any interest accrued under Clause 6.2). If payment is not received within this period, the Supplier may terminate this Agreement immediately by written notice.
- c. For the avoidance of doubt, either party may terminate this Agreement on notice in accordance with Clause 2.2 without cause.

### **9.2. Termination for Insolvency Event**

Either party may at any time, by notice to the other, terminate this Agreement as from the date of expiry of the notice if an Insolvency Event occurs in relation to the other.

## **10. CONSEQUENCES OF TERMINATION**

### **10.1. Accrued rights and survival**

Termination of this Agreement does not affect:

- a. the rights or liabilities of the parties which have accrued on or before termination; and
- b. the continuance in force of Clauses 8 (Set-Off), 10 (Consequences of Termination), 12 (Limitation of Liability), 13 (Confidentiality), 14 (Data Protection), 20.1 (Entire Agreement), 20.11 (Governing Law) and 20.12 (Jurisdiction), which shall survive termination of this Agreement.

### **10.2. Costs and outstanding Charges**

Upon termination of this Agreement for any reason all Charges and Additional Charges that are outstanding as at the date of termination shall become immediately due and payable including any interest that has accrued up to the date of termination in accordance with Clause 6.2 and any costs incurred by the Supplier in performing the Services up to the date of termination;

- 10.3. Interest shall continue to accrue on any unpaid sums after termination at the rate specified in Clause 6.2 until payment is received in full.

### **10.4. Return of assets**

Subject to the provisions of Clause 14 (Data Protection), each party shall return any assets of the other, and return or destroy the Confidential Information of the other (and, in the case of destruction, certify in writing that destruction has taken place), in its possession, custody or control upon termination or expiry of this Agreement, and on completion of the Services (as appropriate).

## **11. WARRANTIES**

Each of the Supplier and the Customer represents, warrants and undertakes to the other that it has full power and authority to enter into and perform its obligations under this Agreement.

## **12. LIMITATION OF LIABILITY**

- 12.1. This Clause 12 sets out the parties' entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors): (a) arising under or in connection with this Agreement; (b) in respect of performance of the Services; and (c) in respect of any representation, statement or tortious act or omission.
- 12.2. Neither party 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; or (c) any other liability to the extent it cannot be excluded or limited by law.
- 12.3. Subject to Clauses 12.2, 12.4 and 12.6, neither party's total aggregate financial liability whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement in any Contract Year, shall exceed:
- a. the greater of fifty thousand pounds (£50,000); or
  - b. the total Charges and Additional Charges paid or payable by the Customer in the twelve (12) months immediately preceding the event giving rise to the liability
- 12.4. The limitations in Clause 12.3 shall not apply to:
- a. the Customer's liability for payment of Charges and Additional Charges;
  - b. the Customer's liability under Clause 14.18; or
  - c. any liability that cannot be limited or excluded by law.
- 12.5. For the avoidance of doubt, nothing in this Clause 12 shall limit or exclude either party's right to seek injunctive relief, specific performance or other equitable remedies in respect of any breach or threatened breach of this Agreement, including (without limitation) the right to seek injunctive relief under Clause 13.4 (Equitable Relief).
- 12.6. **Exclusion of implied terms**  
All warranties, conditions or terms not set out in this Agreement, and which would otherwise be implied or incorporated into this Agreement by statute, common law or otherwise (other than as to statutory interest and title to goods) are excluded to the fullest extent permitted by law.

## **13. CONFIDENTIALITY**

### **13.1. Undertakings of Confidentiality**

Each party undertakes to the other that it shall:

- a. keep the other party's Confidential Information secret and confidential;
- b. not at any time disclose to any person any Confidential Information (including details of the Charges and commercial terms of this Agreement) except as permitted by Clauses 13.2 and 13.3;
- c. not use the other party's Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement;
- d. protect the other party's Confidential Information using the same degree of care as it uses to protect its own confidential information, and in any event using no less than a reasonable standard of care; and
- e. not copy, reproduce or reduce to writing any of the other party's Confidential Information except as strictly necessary for the purposes of this Agreement.

13.2. **Permitted disclosures to personnel**

Each party may disclose the other party's Confidential Information:

- a. to those of its employees, officers, representatives, independent contacts, subcontractors or advisers ("Representatives") who need to know such information for the purposes of carrying out that party's obligations under this Agreement.
- b. in the case of the Supplier, to its Sub-Processors to the extent necessary for the provision of the Services.
- c. Each party shall ensure its Representatives, and in the case of the Supplier, its Sub-Processors, comply with confidentiality obligations which are substantially equivalent to those set out in this Clause 13.

13.3. **Required disclosures**

Each party may disclose the other party's Confidential Information to the extent required:

- a. by law, regulation, or order of a court or governmental or regulatory authority of competent jurisdiction.
- b. to the extent necessary to enforce its rights under this Agreement or to defend any claim or legal proceeding; or
- c. to its insurers or prospective insurers in connection with obtaining or maintaining insurance coverage.

13.4. **Damages not an adequate remedy**

Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this Clause 13 and accordingly the Disclosing Party will be entitled, without proof of special damage and without prejudice to any other rights or remedies, to seek an injunction or any other equitable relief to prevent or restrain any actual or threatened breach of this Clause 13.

**14. DATA PROTECTION AND DATA PROCESSING**

14.1. **Definitions**

In this Clause 14: "**Applicable Data Protection Legislation**" means all Applicable Laws relating to the protection of personal data and the privacy of individuals including the Data Protection Act 2018, UK General Data Protection Regulation (as defined in the Data Protection Act 2018) (the "**UK GDPR**"), the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and any laws that replace, extend, re-enact, consolidate or amend any the foregoing.

The definitions of "**Commissioner**", "**Controller**", "**Data Subject**", "**Personal Data Breach**", "**Personal Data**" "**processing**" (and related expressions, including "**process**", "**processed**", and "**processes**" shall be construed accordingly)"**Processor**" and "**Special Category Data**" each has the meaning given to that term in the Applicable Data Protection Legislation;

"**Protected Data**" means Personal Data referred to in Schedule 3 that is, or will be, received from or on behalf of the Customer in connection with the performance of Supplier's obligations under this Agreement; and

"**Sub-Processor**" means any agent, subcontractor, or other third party (including affiliates of the Supplier) engaged by the Supplier to process Protected Data on behalf of the Supplier in connection with this Agreement.

14.2. **Compliance with Applicable Data Protection Legislation**

Each party shall at all times comply with all Applicable Data Protection Legislation in connection with the processing of Personal Data under or in connection with this Agreement.

- 14.3. The Supplier shall process Protected Data in compliance with the obligations placed on it under Applicable Data Protection Legislation and the Terms of this Agreement.
- 14.4. The Customer warrants, represents and undertakes, that:
- a. all Protected Data, prior to such data being provided to or accessed by the Supplier for the purposes set out in Schedule 3, shall comply in all respects with Applicable Data Protection Legislation;
  - b. that it has all necessary consents and notices in place to enable the Protected Data to be lawfully transferred to or collected by the Supplier, in connection with the performance of this Agreement; and
  - c. all instructions (including the Terms of this Agreement) given by it to the Supplier in respect of Personal Data are and shall at all times be in accordance with Applicable Data Protection Legislation.
- 14.5. **Instructions**  
The Supplier shall:
- a. only process (and shall ensure the Supplier's personnel only process) the Protected Data in accordance with Schedule 3 and this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by Applicable Laws (and shall inform the Customer of that legal requirement before processing, unless prohibited from doing so by those Applicable Laws);
  - b. without prejudice to Clause 14.5(a) if the Supplier believes that any instruction received by it infringes or is likely to infringe Applicable Data Protection Legislation it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing; and
  - c. the Customer acknowledges and agrees that to the maximum extent permitted by Applicable Law, the Supplier shall have no liability whatsoever (whether in contract, tort (including negligence) or otherwise) for any losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs arising from or in connection with the Supplier's processing of Protected Data in accordance with the Customer's processing instructions (including instructions contained in this Agreement or given subsequently).
- 14.6. **Security**  
The Supplier shall implement appropriate technical and organisational security measures appropriate to protect against unauthorised or unlawful processing of the Protected Data and accidental loss or destruction of the Protected Data;
- 14.7. **Confidentiality of Protected Data**  
The Supplier shall ensure that any personnel authorised by it to process the Protected Data are obliged to keep the Protected Data confidential.
- 14.8. **Assistance**  
The Supplier shall (in respect of Protected Data only) so far as this is possible taking into account the nature of the processing and the information available to the Supplier:
- a. assist the Customer in ensuring the Customer's compliance with its obligations under Applicable Data Protection Legislation; and
  - b. assist the Customer for the fulfilment of the Customer's obligations to respond to requests for exercising Data Subject rights.
- 14.9. **Audit**  
The Supplier shall make available to the Customer such information as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this Clause 14 and allow for audits

by the Customer (or another auditor mandated by the Customer) for this purpose on reasonable notice providing that:

- a) the Customer ensures that such audit is undertaken during normal business hours, with minimal disruption to the Supplier's business, the Sub-Processors' business and the business of other customers of the Supplier;
- b) the Customer ensures that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Information Commissioner's Office or as otherwise required by all Applicable Laws); and
- c) in respect of the second and each subsequent audit or inspection in a Contract Year, the Customer pays the Supplier's reasonable costs for assisting with the provision of information for the audits.

14.10. **Personal Data Breach**

The Supplier shall notify the Customer without undue delay on becoming aware of any Personal Data Breach in respect of any Protected Data.

14.11. **Deletion or Return of Protected Data and Copies**

The Supplier shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests and as agreed between the parties, within a reasonable time after the earlier of (a) the end of the provision of the relevant Services related to processing; or (b) once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement and delete existing copies (unless storage of any data is required by Applicable Law).

14.12. The Supplier may retain and use Anonymised Data for the purposes of demonstrating its services and for data analysis.

**Data Controllers**

14.13. Save to the extent the Supplier processes Protected Data for the Customer, the parties are each a separate Controller and Clauses 14.14 to 14.17 (inclusive) shall apply in this respect.

14.14. The Supplier shall:

- a) only process Personal Data from the Customer or Driver in connection with providing the Services;
- b) advise the Customer promptly of any Personal Data Breach that involves the Personal Data from them or a Driver who has received Services under this Agreement and the parties agree that the Customer shall be responsible for deciding whether to and if so, reporting any such breach to the regulator;
- c) ensure that all the Supplier personnel or any processor personnel that process Personal Data are adequately trained on compliance with Applicable Data Protection Legislation as applicable to the processing and informed of the confidential nature of the Personal Data and that they must not disclose Personal Data except in connection with the provision of Services.

14.15. Each party shall comply with Applicable Data Protection Legislation (including maintaining all appropriate notifications) and neither party shall cause the other to be in breach of the same.

14.16. Where a party has been informed that Personal Data disclosed to it is inaccurate, that party shall promptly advise the other of the details of the alleged inaccuracy and amend the inaccuracy immediately.

14.17. The parties shall co-operate fully with each other with any:

- a) subject access requests and complaints;
- b) required data protection impact assessments; and or

c) enquiries made or investigation or assessment of processing initiated by the Information Commissioner's Office.

b) Nothing in Clauses 14.14 to 14.17 shall relieve either party of any liability for the acts or omissions of its agents and approved subcontractors in relation to Personal Data processed under this Agreement.

14.18. **Liability, Indemnities and Compensation Claims**

The Customer shall indemnify and keep indemnified the Supplier in respect of all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) suffered or incurred by, awarded against or agreed to be paid by, the Supplier and any Sub-Processor arising from or in connection with any:

a) non-compliance by the Customer with Applicable Data Protection Legislation;

b) processing carried out by the Supplier or any Sub-Processor pursuant to any processing instruction given by the Customer that infringes any Applicable Data Protection Legislation; or

c) breach by the Customer of any of its obligations under this Clause 14 of the Agreement.

14.19. **Survival of Data Protection Provisions**

This Clause 14 shall survive termination or expiry of this Agreement provided always that any termination or expiry of this clause shall be without prejudice to any accrued rights or remedies of either party at the time of such termination or expiry.

14.20. **Sub-processing and Pre-Approved Third Party Processors:**

The Supplier may allow the processing of Protected Data by any Sub-Processor on condition that the Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause and shall ensure each such Sub-Processor complies with all such obligations.

14.21. The Customer consents to the Supplier appointing Sub-Processors as per the Supplier's Privacy Policy (the "Pre-Approved Sub-Processors") to process Personal Data in connection with this Agreement. The Supplier confirms that it has entered into or (as the case may be) will enter into written agreements with each Pre-Approved Sub-Processor incorporating data protection terms which are substantially like those set out in this Clause 14.

14.22. The Supplier shall notify the Customer at least twenty-one (21) days prior to any intended changes concerning the addition or replacement of any Sub-Processors during the term of this Agreement so that the Customer has the opportunity to object to the addition or replacement. Any objection must be made within 10 (ten) days of receipt of the notification failing which the Supplier may proceed and the Customer's right to object will end. The Customer shall not unreasonably object to such addition or replacement and where it does so object will set out its reasons for doing so.

**15. SYSTEMS**

15.1. **The Supplier's systems**

The Supplier hereby grants (or shall procure the grant to) the Customer a non-exclusive licence to use any systems of relevance used to provide the Services for the term of this Agreement to the extent required for the Customer to use and otherwise receive the Services. The Customer shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to use any IPR which subsists in the systems (if any) used by the Supplier to provide the Services.

15.2. **Viruses**

Neither party shall introduce and each party shall use all reasonable endeavours to ensure that no third party introduces, any Virus onto or into any networks or systems used by the Supplier to provide the Services.

## **16. DISCLAIMER**

- 16.1. Any advice, representations or information given by the Supplier to the Customer in relation to the provision of the Services is provided on the express understanding that the Customer shall use it for indicative and informative purposes only. The Supplier does not make any representation or warranty, express or implied and assumes no responsibility or liability for any Losses, actions or claims related to the usage of such advice, representations, or information for any other different purposes.
- 16.2. For the avoidance of doubt, the Supplier shall be entitled to provide services the same as or similar to the Services to any other person which competes with or which carries on business which is the same as or similar to the business carried on by the Customer.

## **17. PROBLEM ESCALATION AND RESOLUTION**

- 17.1. Any question or difference which may arise concerning the construction, meaning, effect or operation of this Agreement or any matter arising out of or in connection with this Agreement shall be referred by the parties to the Customer's Representative and the Account Manager.
- 17.2. The Account Manager and Customer's Representative shall then meet to seek to resolve the issue as soon as reasonably practicable.
- 17.3. Where either: (i) the Customer has referred any matter to the Account Manager; or (ii) the Supplier has referred any matter to the Customer's Representative, in accordance with Clause 17.1, the Customer or the Supplier, as appropriate, shall have a period of thirty (30) calendar days from the date on which the Customer's Representative and Account Manager meet in accordance with Clause 17.1 in which to take such measures as are reasonably required in order to resolve the matter.
- 17.4. Nothing in this Clause 17 shall prevent either party from seeking legal advice at any time.

## **18. FORCE MAJEURE**

Neither party shall be in breach of the Agreement, or liable for delay in performing, or failure to perform, any of its obligations under the Agreement (other than for failure to pay any Charges, Additional Charges or failure to comply with any other payment obligations) if such delay results from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been so delayed or failed to be performed. If either party is affected by a Force Majeure Event it shall promptly notify the other Party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance. If the period of delay or non-performance continues for three (3) months the party not affected may terminate the Agreement without liability by giving written notice to the affected party in accordance with Clause 20.6 (Notices).

## **19. RIGHTS OF THIRD PARTIES**

Except as provided in this Agreement, this Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it. Any member of the Supplier's Group

may in its own right enforce the provisions of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999, provided that the Supplier may rescind or vary this Agreement without the consent of any such Group member.

## **20. GENERAL**

### **Entire Agreement and amendments:**

20.1. This Agreement together with the documents referred to in this Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all representations, including all pre-contract misrepresentations and misstatements negligently or innocently made, agreements, negotiations or understandings between the parties, which are not contained in this Agreement, except that this Clause 20.1 does not affect the liability of either party for any fraudulent misrepresentation.

20.2. Each of the parties represents, warrants, and undertakes that:

- a) in entering into this Agreement, the party does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement; and
- b) it shall not, to the fullest extent permitted by law, claim any remedy in respect of statements, representations, warranties, or understandings made or repeated in this Agreement or in relation to this Agreement, other than breach of contract, and which shall be to the exclusion of any other remedy in respect of such statements, representations, warranties or understandings upon which it may have relied in entering into this Agreement, whether for misrepresentation or otherwise.

### **20.3. Variations**

The Supplier may revise these Terms from time to time as they appear on its website at the following URL: <https://www.northgatevehiclehire.co.uk/useful-information/terms-and-conditions>. An amendment made by the Customer to the Agreement shall be ineffective unless it is in writing, expressly purports to amend the Agreement and is executed by an authorised representative of both parties.

### **Remedies General**

20.4. Remedies General The rights and remedies of the Supplier provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies of the Supplier provided by law or in this Agreement.

20.5. The rights of the Customer under this Agreement are the Customer's only rights relating to the subject matter of this Agreement and are to the exclusion of any other rights of the Customer provided by law other than the right to claim damages for breach of contract which is not otherwise excluded under this Agreement.

### **20.6. Notices**

- a) Any notice to be given by either party to the other under this Agreement must be in writing (which shall for this purpose include email) and addressed to that other party at its registered office or principal place of business or such other address or electronic mail address as may have been notified for these purposes. Notices shall be delivered personally, sent by first class post or email. A notice is deemed to have been received if sent by prepaid first-class post, on the second Business Day after posting (excluding the day of posting). Any notice sent by e-mail will be effective only when actually received in readable form and service shall be deemed to be effected on the same day it is sent unless

an autogenerated response is sent that the email has not been delivered. In proving service of the notice, it shall be sufficient to show that delivery by hand was made, that the envelope containing the notice was properly addressed and posted as a first-class pre-paid letter or that the email was correctly addressed.

- b) For the avoidance of doubt, the parties agree that the provisions of this Clause 20.6 (Notices) shall not apply in relation to the service of any claim form, application notice, order, judgment or other document relating to or in connection with any proceedings.

20.7. **Waiver**

Any failure or neglect by either party to enforce any of the provisions of this Agreement shall not be construed nor deemed to be a waiver of that party's rights and does not affect the validity of the whole or part of this Agreement nor prejudice that party's rights; any waiver by either party of its rights under this Agreement does not operate as a waiver in respect of any subsequent breach.

20.8. **Severance**

If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall be unaffected.

20.9. **Assignment and other dealings**

The Customer shall not without the prior written consent of the Supplier assign, transfer, charge, dispose of, deal with or subcontract its rights or obligations under this Agreement, such consent not to be unreasonably withheld or delayed.

20.10. **No partnership**

Nothing in this Agreement shall or shall be deemed to create a partnership between the parties.

20.11. **Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

20.12. **Jurisdiction**

Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement or its subject matter or formation.

20.13. **Anti-Bribery and Modern Slavery**

Both parties shall 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 (the "Relevant Requirements").

- a) The parties shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, 6 or 7 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- b) Both parties shall act in good faith and in a professional, fair and courteous manner towards the other or any other third party and shall not act in any way, which may bring either parties' names or reputations into disrepute.
- c) Either party shall report any allegation made by any of the other party's staff or other third party of any conduct which does not comply with this Clause 20.13, no later than two (2) days after such an allegation has been made.

- d) Both parties shall comply with all Applicable Laws, statutes, regulations, and codes relating to modern anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 (“Relevant Requirements”) that are applicable within the United Kingdom.
- e) The parties shall not engage in any activity, practice or conduct which would constitute an offence under Chapter 30 Part 1 sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out either wholly or partially within the UK.
- f) Both parties shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

## SCHEDULE 1

### PART 1 – STANDARD SERVICE DESCRIPTION

The services set out in this Schedule 1 are the core Services provided by the Supplier as standard under this Agreement. Unless otherwise stated these Services apply to all Vehicles.

The provision of the Services under this Schedule 1 shall be subject to the Terms of this Agreement, including any applicable Charges as set out in the Fleet Management Pricing Document.

For the avoidance of doubt the following terms used in this Schedule 1 shall have the meanings given to them in Clause 1.1 of the Agreement, namely:

**"Customer Vehicle"** means any vehicle: (a) owned by the Customer; (b) leased to the Customer from a Third-Party Owner; or (c) hired by the Customer from a Third-Party Owner (other than the Supplier); in relation to which the Supplier agrees to provide Services pursuant to this Agreement.

**"Northgate Vehicle"** means a vehicle owned by the Supplier which is hired to the Customer from the Supplier pursuant to a Hire Agreement, and in respect of which the Supplier agrees to provide Services pursuant to this Agreement.

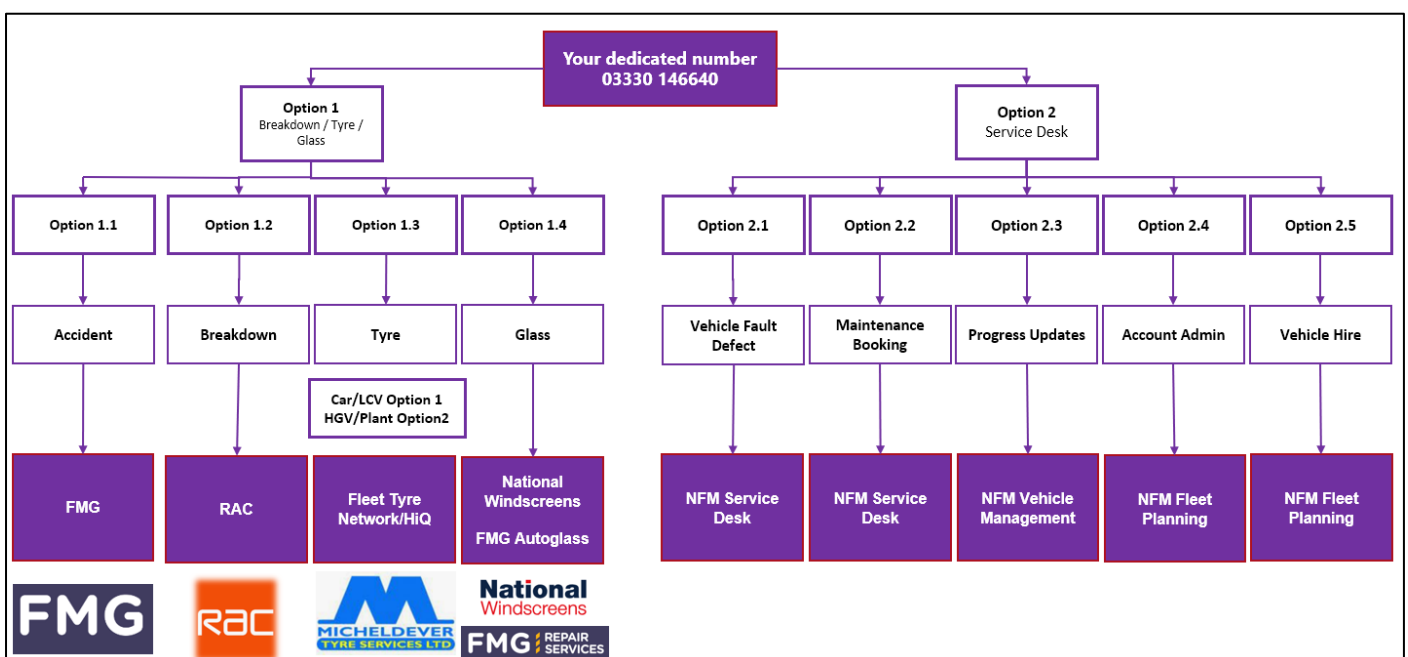
**"Vehicle"** means any Customer Vehicle or Northgate Vehicle in relation to which the Supplier agrees to provide Services pursuant to this Agreement.

#### 1. FLEET MAINTENANCE, SERVICE AND REPAIR (SMR) SERVICE

##### 1.1 Driver support helpline

The main helpline number shall be 03330 146640

1.1.1 Provision of a dedicated driver support telephone service for the hours of availability. The following diagram highlights the line call flow and options.



1.1.2 An e-mail helpline service shall be made available. The Supplier shall endeavour to acknowledge e-mails within four (4) hours and to provide a substantive response as soon as reasonably practicable thereafter. Any customer complaints will be actioned and responded to within five (5) Business Days.

## 1.2 Maintenance of Vehicles

1.2.1 Vehicle maintenance management services (service, maintenance and repair) including:

- (a) management of all fleet service, maintenance and repair events of Vehicles, plant and ancillary equipment;
- (b) schedule and book events with matched preferred suppliers a month in advance where possible;
- (c) maintenance control services (In-house expert advice from qualified engineers); and
- (d) warranty, goodwill and vehicle recall management.

1.2.2 The Supplier will inform the Customer when the following actions are due to be carried out by the Supplier in relation to a Vehicle:

- (a) service due based on miles;
- (b) service due based on time;
- (c) MOT due;
- (d) manufacturer's Vehicle recall for corrective action.

The Supplier will specify where and when the Vehicle shall be made available to the Supplier by the Customer in order to carry out these actions.

1.2.3 Provision of replacement glass and breakdown services (24 hour 7 days per week).

1.2.4 If the Customer requires the Supplier to service any additional or special equipment that is attached to a Vehicle, the Supplier shall not be obliged to carry out such servicing until it has inspected the additional or special equipment and agreed in writing to complete such servicing.

## 1.3 Management of suppliers

1.3.1 The Supplier and the Customer shall have the opportunity to agree the preferred third-party suppliers for scheduled events and maintenance and any replacement parts required under paragraph 1.2 above. This may include the Supplier's garage network and managed UK supplier network of spare parts and glass.

1.3.2 Any requests by the Customer to set up new preferred suppliers will be considered by the Supplier and approved where possible, providing they meet the criteria set by the Supplier.

1.3.3 If no third party is nominated by the Customer, the Supplier will use its own national network of garages and managed UK supplier network of spare parts and glass or a trusted third party at its discretion.

1.3.4 The Supplier shall manage the supplier network in line with the Customer's requirements to ensure a quality service is provided, including where the Supplier sees fit (acting reasonably) auditing of such suppliers.

## 1.4 Management of maintenance and events

The Supplier shall:

1.4.1 endeavour to match a Vehicle to either a Northgate Workshop or preferred third-party supplier for each scheduled event or maintenance;

1.4.2 schedule and book events and maintenance with the supplier appointed in accordance with paragraph 1.3 above;

1.4.3 provide reasonable notice to the Customer of any planned events or maintenance (usually six (6) weeks in advance), and shall notify the Customer that it shall be required to make the Vehicle available to the Supplier for such event or maintenance;

1.4.4 monitor overdue events and events where the Customer fails to make any Vehicles available to the Supplier to enable the Supplier to perform the Services and escalate where necessary, to help ensure fleet is compliant;

1.4.5 provide a re-booking service where required;

1.4.6 If the Customer fails to make a Vehicle available for any booked or scheduled appointment, the Supplier may charge the Customer a no-show fee equivalent to one (1) hour's labour charged at the hourly labour rate of the third-party supplier or garage where the appointment was scheduled to take place payable in accordance with Clause 6.1 of this Agreement.

#### **1.5 Payment for maintenance and events**

1.5.1 Subject to paragraphs 1.5.2 and 1.5.3 below and unless agreed otherwise between the parties in writing, the Supplier shall be entitled to incur any costs in respect of the maintenance works or events described in this Schedule 1 including (but not limited to) paragraph 1.1 (Driver support helpline), paragraph 1.2 (Maintenance of Vehicles), paragraph 1.3 (Management of suppliers) and paragraph 1.4 (Management of events).

1.5.2 If the parties have agreed an Authorisation Limit in writing in respect of the maintenance works or events described in this Schedule 1 including (but not limited to) paragraph 1.1 (Driver support helpline), paragraph 1.2 (Maintenance of Vehicles), paragraph 1.3 (Management of suppliers) and paragraph 1.4 (Management of events) and the activities required would involve incurring costs in excess of the Authorisation Limit, the Supplier shall seek the approval of the Customer for such activities prior to incurring these costs.

1.5.3 If the parties have agreed an Authorisation Limit in respect of the maintenance works or events described in this Schedule 1 including (but not limited to) paragraph 1.1 (Driver support helpline), paragraph 1.2 (Maintenance of Vehicles), paragraph 1.3 (Management of suppliers) and paragraph 1.4 (Management of events) and the activities required would involve incurring costs which are less than the Authorisation Limit, the Supplier shall be entitled to incur these costs without the prior approval of the Customer. The Customer shall be deemed to have approved such activities.

1.5.4 Any costs incurred by the Supplier under this paragraph 1.5 shall be recovered by the Supplier from the Customer as Additional Charges in accordance with Clauses 5.2 and 6.1 (Payment).

#### **1.6 Breakdown and Recovery of Vehicles**

1.6.1 Unless otherwise agreed between the Supplier and the Customer in writing, the Supplier will provide breakdown and recovery services for all Vehicles on a 24 hour a day, 365 days a year basis.

## **2. FLEET MANAGEMENT AND FLEET ADMINISTRATION SERVICES**

The Supplier shall provide the following aspects of fleet administration as standard including:

### **2.1. Legislation compliance documentation management.**

Validation of all documentation to ensure that it complies with industry standards.

**2.2 Payment of the following when due:** MOT and Servicing events (including HGV safety checks) plus, when they occur, any breakdown recovery and repair events (damage and mechanical) and recharge to customer.

### **2.3 Vehicles Off Road (VOR) Management**

VOR management including the booking of appointments, confirmation of arrival, pre-authorisation of work, validation of costs, chasing of job through to completion, confirmation of invoice and notification of driver when complete.

## **3. PROVISION OF COURTESY VEHICLES AND NORTHGATE VEHICLES**

The Supplier has no obligation to provide a courtesy or like for like vehicle when any Customer Vehicles are off the road for repair, maintenance or any other reason.

The Customer may request a Northgate Vehicle for short and long term flexible and bespoke hire from the Supplier from time to time. All hire of Northgate Vehicles shall be governed by the terms and conditions of the Supplier's Hire Agreement.

## **4. MOT SERVICES FOR CUSTOMER VEHICLES**

The Supplier shall schedule MOT and servicing events for Customer Vehicles including vehicle services prior to an MOT test to allow any Customer Vehicle issues to be identified and allow an opportunity to rectify them before the MOT is completed.

Each and every MOT is chargeable i.e. there are no free re-tests.

## **5. DRIVER MANAGEMENT**

### **5.1 Contact Details**

The Customer must provide to the Supplier, as soon as reasonably practicable following any request by the Supplier, contact details (including phone numbers and postal addresses) for:

5.1.1 any Drivers; or

5.1.2 the appropriate contact at the Customer with responsibility for co-ordinating the Drivers and/or the use of the Vehicles

## **SCHEDULE 1**

### **PART 2 – CUSTOMER DEPENDENCIES**

The Customer shall comply with the following Dependencies to enable the Supplier to provide the Services:

#### **Information**

Upon request by the Supplier, the Customer shall provide the following information in respect of each Vehicle as soon as reasonably practicable:

##### **A. Essential Vehicle Information**

1. Vehicle Registration Number
2. Vehicle Registration Date
3. Make
4. Model
5. Fuel System
6. Transmission Type
7. Vehicle Class
8. Odometer Type (Miles/ KM/ Hours)
9. Date Vehicle Acquired
10. Mileage on Date Acquired
11. Acquisition Method (owned/ leased/ hired)

##### **B. Additional Vehicle Information (Required where applicable)**

1. Derivative
2. Chassis Body Type (if applicable)
3. Key Number (Code)
4. Immobiliser Code
5. Radio Code
6. Speed Limiter Setting (if fitted)
7. Whether telematics is fitted (Y/N)
8. Telematics Provider (if telematics fitted)

##### **C. Third-Party Vehicle Provider Information (Required where applicable)**

Where a Vehicle is leased or hired from a third-party provider, the Customer shall provide:

1. Vehicle provider name (lease provider/ hire provider)
2. Vehicle provider contact name
3. Vehicle provider contact number
4. Vehicle provider contact email address

##### **D. Warranty and Maintenance Package Information (Required where applicable)**

1. Current warranty duration (in years)
2. Current warranty mileage limit

3. Maintenance package type (if applicable)
4. Maintenance package expiry date (if applicable)
5. Maintenance provider name (if applicable)
6. Maintenance provider contact number (if applicable)
7. Maintenance provider contact email address (if applicable)
8. Whether maintenance package includes a courtesy vehicle (Y/N) (if applicable)
9. Tyre package included (Y/N)
10. Tyre package minimum wear limit (mm) (if applicable)
11. Tyre package expiry date (if applicable)
12. Tyre provider or contract hire provider name (if applicable)
13. Tyre provider or contract hire provider contact number (if applicable)
14. Tyre provider or contract hire provider contact email address (if applicable)

#### E. Authorisations and Preferences

The Customer shall specify the following authorisations and preferences:

1. Delegated Authority Spend Limit per event for the Supplier (if any)
2. Preferred tyre brand (if any)
3. Front tyre size
4. Rear tyre size
5. Whether the Supplier is authorised to provide replacement vehicles if required (Y/N)
6. If no courtesy vehicle is provided under any maintenance package, whether the Customer authorises the Supplier to provide a replacement vehicle if required (Y/N)
7. Vehicle disposal route preference
8. Planned disposal date (if known)
9. Whether the Supplier is authorised to set-up an account with Van Monster (Y/N)

#### F. Administrative Requirements

The Customer shall provide or confirm

1. V5 registration document number
2. Whether V5 should be re-registered in the name of " Northgate Fleet Management" (Y/N)
3. Section 6 New Keeper Number (if V5 re-registration requested)
4. Whether the Supplier should provide fines administration services (Y/N)
5. Fines Authorisation Letter (if V5 not re-registered and fines administration requested) (Y/N)
6. Road Fund Licence Responsibility allocation
7. Road Fund Licence

#### G. Telematics data integration (Required where applicable)

1. Data source
2. Frequency
3. Contact name
4. Mobile number
5. Email address

#### H. Fuel Card Information (Required where applicable)

Where the Customer uses fuel cards and requests the Supplier to provide fuel card administration services (if applicable):

1. Fuel card provider name
2. Whether cards are vehicle-specific or driver specific
3. Account number
4. Whether fuel card administration is to be managed by the Supplier (Y/N)
5. Portal login details (if required)
6. Primary contact name at fuel card provider
7. Primary contact telephone number
8. Primary contact email address
9. Process (Manual or Electronic)

#### **Consequences of failure**

The Supplier shall not be liable for any failure or delay in performing its obligations under this Agreement (including any delayed or defective performance), to the extent such failure or delay is caused by the Customer's failure to satisfy any Dependency set out in this Part 2 of Schedule 1.

#### **Ongoing obligation**

The Customer shall notify the Supplier as soon as reasonably practicable of any changes to information previously provided under this Part 2 of Schedule 1 that are material to the provision of the Services.

## **SCHEDULE 2**

### **FLEET MANAGEMENT AND FLEET ADMINISTRATION SERVICES AVAILABLE UPON REQUEST BY THE CUSTOMER**

The Additional Services in this Schedule 2 are available to the Customer upon request only and are not provided as standard under this Agreement. The Supplier shall only be obliged to provide any or all of the Additional Services described in this Schedule 2 where the Customer has made a specific written request for such Additional Services and the Supplier has agreed in writing to provide them.

The Additional Services listed in this Schedule 2 are not exhaustive. The Supplier may from time to time offer additional fleet management and administration services which are not described in this Schedule 2. Any such Services shall be provided on the same basis as the Additional Services set out in this Schedule 2.

The provision of any Additional Services under this Schedule 2 shall be subject to the Terms of this Agreement, including any applicable Charges as set out in the relevant Fleet Management Pricing Document.

#### **1.1 Payment of Road Fund Licences.**

Payment services provided by the Supplier in respect of Road Fund Licences for Vehicles. Methodology will be dependent upon treatment of V5 certificates.

#### **1.2 Insurance Database Management**

Insurance-related administration services provided by the Supplier in respect of Vehicles, including maintaining records of insurance coverage, policy details and claims history and liaising with insurers as reasonably required.

#### **1.3 Management Portal/Dashboard**

Access to the Supplier's online management dashboard (the "Dashboard"), displaying real-time and historical data relating to the Customer's fleet, including vehicle status, maintenance schedules, costs and performance metrics together with reports on VOR statistics, trends and fleet availability.

#### **1.4 Telematics Services**

Telematics Services as requested by the Customer in respect of Vehicles equipped with telematics devices, including vehicle tracking, driver behaviour monitoring and related reporting.

## SCHEDULE 3

### DATA PROCESSING DETAILS

**1. Subject-matter of processing:**

Protected Data, being Personal Data processed by the Supplier on behalf of the Customer in connection with the provision of the Services.

**2. Duration of the processing:**

For the duration of this Agreement or, if longer, until all Services to be supplied by the Supplier under this Agreement have been concluded.

**3. Nature and purpose of the processing:**

The Supplier shall process Protected Data for the following purposes:

(a) to provide the fleet management Services described in Schedule 1, Part 1 and Schedule 2 including receiving, recording and transmitting Incident details, assessing blame and assessing the nature of Services required and to arrange such Services including the transfer of Protected Data to suppliers of Services (which may include, but not be limited to those set out in the Supplier's Privacy Policy).

(b) to receive, record and transmit Incident details and arrange Accident Management Services where necessary;

(c) to provide insurance database management services; and

(d) for such other purposes as the Customer may instruct in writing from time to time.

**4. Type of Protected Data:**

Dependant on the Customer's requirements and the Services being provided by the Supplier, Protected Data may include but is not limited to:

a) contact details (address, telephone, mobile and e-mail);

b) employment details (employer, employee number, place of work);

c) Driver details (date of birth, age, existing medical conditions, no claims and penalty points, driving convictions);

d) vehicle details;

e) location;

f) injury details (sustained from any Incidents);

g) video recordings and still images captured by any cameras installed in vehicles (where applicable).

h) audio recordings (where applicable).

**5. Categories of Data Subjects:**

Customer personnel e.g., fleet managers, Drivers, vehicle occupants, witnesses (other than occupants) and third parties (other than vehicle occupants) involved in or impacted by Incidents.

**6. Specific processing instructions:**

None.