

Fleet Vehicle Servicing, Repair & Maintenance Contract

Invitation to Tender

Volume 3 – Contract

CWM Environmental Ltd. Reference: FVSR2 2026

Issue date: Friday 2 October 2026

CWM ENVIRONMENTAL LTD.

CONTRACT FOR THE SUPPLY OF SERVICES

made this [●] day of [●] 20[●]

for the purchase of

FLEET VEHICLE SERVICING, REPAIR AND MAINTENANCE SERVICES

between

CWM ENVIRONMENTAL LTD.

and

[NAME OF CONTRACTOR – to be inserted on award]

This Volume 3 is issued as part of the Invitation to Tender. Entries shown in square brackets will be completed with the details of the successful Tenderer, and the Tender, on award. Tenderers must not amend this Contract (see paragraph 1.8 of Volume 1).

CONTRACT PARTICULARS

Contract Title	Fleet Vehicle Servicing, Repair & Maintenance
CWM Environmental Ltd. Reference	FVSR2 2026
Contractor	[Legal name of the Contractor], a company registered in [England and Wales] under company number [●], VAT registration number [●], whose registered office is at [●]
Commencement Date	[Friday 20 November 2026]
Expiry Date	[Monday 19 November 2029], being the end of the initial Contract Period of three (3) years, unless extended in accordance with Clause B1.2 or terminated earlier in accordance with the Contract
Option to extend	One (1) further period of one (1) year (the Extended Period), at CWM Environmental Ltd.'s sole discretion, in accordance with Clause B1.2
Services	The servicing, safety inspection, brake testing, annual test preparation and presentation, tachograph inspection and calibration, breakdown and mobile repair, repair and maintenance of the Fleet, as set out in the Specification (Schedule 1)
Contract Price	Calculated in accordance with Clause C1 and Schedule 3 (Contract Price), using the firm rates P1 to P12 tendered for each Contract Year in the Contractor's Pricing Schedule. The rates for each Contract Year are not subject to indexation. Parts are charged at net invoice cost plus the tendered mark-up (P12). DVSA annual test fees are recharged at cost without mark-up. No mileage or travel charges are payable.
Estimated Contract value	£1.6 million excluding VAT over the initial Contract Period and the Extended Period. This estimate is for information only and is not a guarantee of any level of spend (see Clause B2.12).
Delivery Location	The Delivery Site, the CWM Sites and the Operating Area (each as defined in the Specification)
Premises	The CWM Sites and any other location within the Operating Area at which the Contractor attends a vehicle or trailer in the Fleet
Delivery Site	[Address of the Contractor's workshop – to be inserted on award], which must be located within a fifteen (15) mile radius of Cross Hands, Carmarthenshire
Payment Profile	Monthly in arrears, in accordance with Clauses C3 and C4. Payment within thirty (30) days of an invoice being verified as valid and undisputed.
Email Address for Invoices	[CWM to confirm accounts payable email address]
Postal Address for Invoices	CWM Environmental Ltd., Head Office, Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen, Carmarthenshire SA32 8BG
Intellectual Property Rights	In accordance with Clause F1
Property	As set out in the Specification
Quality Standards	As set out in the Specification, including the DVSA Guide to Maintaining Roadworthiness (current edition) and the other standards listed in paragraph 3 of the Specification
Data Protection	CWM Environmental Ltd. is the Controller and the Contractor is the Processor. Clause F3 and Schedule 5 (Data Processing Agreement) apply.
Special Terms Apply	No

Authorised Officer (CWM Environmental Ltd.)		
Name	Position	Contact details
[Name – to be confirmed on award]	Head of Operations	[Email and telephone]
Transport Manager (CWM Environmental Ltd.)		
Name	Position	Contact details
[Name – to be confirmed on award]	Transport Manager (as named on the Operator's Licence) or nominated deputy	[Email and telephone]
Contract Manager (Contractor) – must be directly employed by the Contractor (paragraph 8.1 of the Specification)		
Name	Position	Contact details
[•]	[•]	[Email and telephone during Normal Working Hours]
Out of Hours emergency contact (Contractor)		
Name / service	Telephone	Availability
[•]	[•]	[Out of Hours; state if a single 24-hour line is offered (paragraph 4.6.2 of the Specification)]
Key Personnel (Contractor)		
Name	Position	Contact details
[•]	[•]	[•]

Contract Management	
Management Information (Clause B9)	As set out in Clause B9, Schedule 4 and paragraphs 5 and 8 of the Specification
Monitoring of Contract Performance (Clause B10)	As set out in Clause B10 and Schedule 4, against Key Performance Indicators KPI 1 to KPI 9
Performance Management Period	Each quarter of the Contract Period
Meetings (Clause B9.2)	Quarterly, chaired by the Authorised Officer (or the Transport Manager on their behalf) and attended by the Contract Manager. The first meeting will be arranged during the first Month of the Contract Period. Location to be notified to the Contractor.

Insurance (Clause E1) – minimum levels	
Insurance type	Minimum level
Employer's Liability	£10 million each and every claim
Public Liability	£10 million each and every claim
Product Liability / Defective Workmanship	£10 million each and every claim

Motor Trade (explicitly covering goods vehicles over 7.5 tonnes, including articulated tractor units and trailers)	Third-party injury: unlimited Third-party property damage: £5 million each and every claim Customer vehicles in the Contractor's custody or control (at its premises and on the road), comprehensive: £250,000 any one vehicle
Professional Indemnity	Not required

Address for Service (Clause A5)

Contractor	[Address for official notices – to be inserted on award]
CWM Environmental Ltd.	CWM Environmental Ltd., Head Office, Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen, Carmarthenshire SA32 8BG, marked for the attention of the Authorised Officer

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The Parties agree as follows:

PART A – PARTIES, BACKGROUND AND OPERATIVE PROVISIONS

A1. PARTIES

- (a) **CWM ENVIRONMENTAL LTD.** (company number [CWM to confirm]) whose registered office is at Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen, Carmarthenshire SA32 8BG; and
- (b) **THE CONTRACTOR** (as defined in the Contract Particulars).

A2. BACKGROUND

- (a) CWM Environmental Ltd. conducted an open procedure under the Procurement Act 2023 (reference FVSR2 2026) and invited suppliers (including the Contractor) to tender for the provision of the Services.
- (b) On the basis of the Tender, and in reliance on the representations made by the Contractor in it, CWM Environmental Ltd. has selected the Contractor to provide the Services.
- (c) The Contractor is willing and able to provide the Services in accordance with the terms and conditions of this Contract.

A3. DEFINITIONS

- A3.1 In the Contract, unless the context otherwise requires, the following expressions have the meanings given to them below. Expressions defined in paragraph 2 of the Specification (including Annual Test, Authorised Testing Facility, CWM Sites, Delivery Site, DVSA, Fleet, Normal Working Hours, Operating Area, Out of Hours, Safety Inspection, Transport Manager and Unplanned Repair) have the same meanings when used in these Clauses.

Additional Information	means the Additional Information documents issued with the Invitation to Tender, namely Additional Information 1 – Vehicle Schedule, Additional Information 2 – Vehicle Service Planner, Additional Information 3 – KPI Reporting Template and Additional Information 4 – Pricing Schedule, as updated from time to time in accordance with the Contract.
Approval	means the prior written approval of CWM Environmental Ltd.
Auditor	means an auditor appointed by CWM Environmental Ltd.
Authorised Officer	means the person designated as such by CWM Environmental Ltd. in the Contract Particulars, or such other person as CWM Environmental Ltd. may notify to the Contractor in writing.
Business Continuity Event	means any event or circumstance which threatens the Contractor's ability to deliver the Services in accordance with the Contract, including those listed in paragraph 6.3 of the Specification.
Business Continuity Plan	means the Contractor's plan for continuing to deliver the Services on the occurrence of a Business Continuity Event, meeting the requirements of paragraph 6.3 of the Specification.
Certified Data Wiping	means data destruction through a service that can certify that data held on information technology systems (including hard disk drives and/or other digital media) has been wiped.

Change in Law	means the coming into effect or repeal (without enactment or consolidation) in England or Wales of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England or Wales, in each case after the Commencement Date.
Commencement Date	means the date set out as such in the Contract Particulars.
Complaint	means an expression of dissatisfaction about the Contractor's action or lack of action, about the standard of Services being delivered under the Contract, or about compliance or non-compliance with a statutory obligation.
Confidential Information	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including information which would or would be likely to prejudice the commercial interests of any person, prices, methodologies, trade secrets, Intellectual Property Rights, know-how of either Party and all Personal Data within the meaning of the Data Protection Legislation.
Contract	means the written agreement between CWM Environmental Ltd. and the Contractor consisting of the Contract Particulars, these Clauses, the Schedules (including the Specification and the Tender) and any other document referred to in these Clauses. In the event of conflict, Clause A6.3 shall apply.
Contract Manager	means the person designated as such by the Contractor in the Contract Particulars, who shall be directly employed by the Contractor.
Contract Particulars	means the document entitled the same which forms part of this Contract.
Contract Period	means the period from the Commencement Date to the Expiry Date, as extended in accordance with Clause B1.2 or terminated earlier in accordance with the Contract.
Contract Price	means the price (exclusive of any applicable VAT) payable to the Contractor by CWM Environmental Ltd. under the Contract, calculated in accordance with Clause C1 and Schedule 3, for the full and proper performance by the Contractor of its obligations under the Contract.
Contract Year	means each consecutive period of twelve (12) Months during the Contract Period, the first commencing on the Commencement Date. Contract Year 4 means the Extended Period.
Control	means control as defined by section 1124 of the Corporation Tax Act 2010, and change of Control shall be construed accordingly.
Controller	has the meaning given in the Data Protection Legislation.
Crown	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments.
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract.
Data Protection Legislation	means (a) the UK GDPR and the DPA; (b) all other law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and (c) to the extent that the EU GDPR applies, the law of the European Union or any member state of the European Union which relates to the protection of Personal Data.
Data Subject	has the meaning given in the Data Protection Legislation.
Data Subject Access Request	means a request made by a Data Subject in accordance with rights granted under the Data Protection Legislation to access his or her Personal Data.

DBS	means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012, and DBS Checks means checks conforming to the procedures of the DBS.
Default	means any breach of the obligations of the relevant Party (including material breach or breach of a fundamental term or warranty) or any other default, act, omission, negligence or negligent statement of the relevant Party in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any matter which this Contract directs the Parties to resolve by reference to Clause D7 (Dispute Resolution Procedure).
Dispute Notice	means a notice served under Clause D7.1(a).
DPA	means the Data Protection Act 2018.
EIR	means the Environmental Information Regulations 2004, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to them.
Equipment	means the Contractor's equipment, plant, tools, diagnostic and test equipment (including roller brake testers), mobile workshop vehicles, materials and other items supplied and used by the Contractor in the performance of its obligations under the Contract.
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679).
Expiry Date	means the date set out as such in the Contract Particulars, as extended in accordance with Clause B1.2.
Extended Period	means the optional further period of one (1) year referred to in Clause B1.2.
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to it.
Force Majeure Event	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including an act of war, terrorist attack, armed conflict, imposition of sanctions or embargo; an act of God; a law, decree or action taken by a government or public authority; riots; civil commotion; or any other event or circumstance which is beyond the control of the affected Party and which could not have been foreseen with reasonable foresight. A Force Majeure Event shall not include any shortage or loss of the Contractor's Staff, any failure of the Contractor's Equipment or any failure of a Sub-Contractor, save where caused by a Force Majeure Event.
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the servicing, inspection, testing, repair and maintenance of heavy goods vehicles and trailers under the same or similar circumstances.
Information	has the meaning given under section 84 of the FOIA.

Intellectual Property Rights	means any and all intellectual property rights of any nature anywhere in the world, whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, and Intellectual Property shall be construed accordingly.
Inventions	means any invention, idea, discovery, development, improvement or innovation made by the Contractor or the Key Personnel in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
Key Personnel	means the persons identified as such in the Contract Particulars.
Key Performance Indicators or KPIs	means the key performance indicators set out in paragraph 8.3 of the Specification and Schedule 4.
Law	means any applicable Act of Parliament or Senedd Cymru, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directive or requirement of any Regulatory Body, which applies to the provision of the Services or with which the Contractor is bound to comply.
Management Information	means the management information required by CWM Environmental Ltd. as specified in the Contract Particulars, the Specification and Schedule 4, including the contract management report and the KPI record.
Month	means a calendar month.
Operator's Licence	means CWM Environmental Ltd.'s goods vehicle operator's licence and the undertakings given under it, as notified to the Contractor from time to time.
Parts	has the meaning given in paragraph 4.8.1 of the Specification.
Party	means the Contractor or CWM Environmental Ltd., and Parties means both of them.
Performance Management Period	means each quarter of the Contract Period, as set out in paragraph 8.3 of the Specification.
Personal Data	has the meaning given in the Data Protection Legislation and relates only to personal data of which CWM Environmental Ltd. is the Controller and in relation to which the Contractor is providing Services under this Contract.
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by the Contractor under this Contract.
Premises	means the locations made available to or attended by the Contractor for the purposes of the Contract, as set out in the Contract Particulars or the Specification.
Pricing Schedule	means the Contractor's completed Additional Information 4 – Pricing Schedule, as submitted with the Tender and set out in Schedule 3.
Process	has the meaning given in the Data Protection Legislation and includes both manual and automatic processing.
Processor	has the meaning given in the Data Protection Legislation.
Procurement Act	means the Procurement Act 2023 and the Procurement Regulations 2024, together with any guidance issued under them.

Prohibited Act	means: (a) directly or indirectly offering, promising or giving any person working for or engaged by CWM Environmental Ltd. a financial or other advantage to induce that person to perform improperly a relevant function or activity, or to reward that person for improper performance of a relevant function or activity; (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) committing any offence under the Bribery Act 2010, under the Modern Slavery Act 2015, under legislation creating offences concerning fraudulent acts, or at common law concerning fraudulent acts relating to this Contract or any other contract with CWM Environmental Ltd.; or (d) defrauding, attempting to defraud or conspiring to defraud CWM Environmental Ltd.
Property	means the property, other than real property, issued or made available to the Contractor or the Key Personnel by CWM Environmental Ltd. in connection with the Contract, including any Parts purchased directly by CWM Environmental Ltd. under paragraph 4.8.5 of the Specification.
Quality Standards	means the quality standards published by BSI British Standards, the International Organization for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, together with any other quality standards set out in the Contract Particulars or the Specification.
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies (including the DVSA and the Traffic Commissioner) which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of CWM Environmental Ltd.
Replacement Contractor	means any third party service provider appointed by CWM Environmental Ltd. to supply any services that are substantially the same as or similar to any of the Services and which CWM Environmental Ltd. receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.
Request for Information	has the meaning given in the FOIA or the EIR as relevant (where the meaning given for the term “request” shall apply).
Required Insurances	means the insurances set out in Clause E1 and the Contract Particulars.
Services	means the services to be supplied as set out in the Contract Particulars and described in the Specification.
Specification	means the description of the Services required by CWM Environmental Ltd. issued as Volume 2 of the Invitation to Tender (reference FVSR2 2026), as attached at Schedule 1.
Staff	means all persons (whether on a voluntary basis or not), including Key Personnel, employed or engaged by the Contractor to perform its obligations under the Contract, together with the Contractor’s agents, suppliers and Sub-Contractors and the employees or agents of Sub-Contractors used in the performance of its obligations under the Contract.
Staff Vetting Procedures	means CWM Environmental Ltd.’s procedures and policies for the vetting, as appropriate, of personnel for: (a) eligibility to work in the UK; (b) the handling of information of a sensitive or confidential nature; (c) the handling of information which is subject to any relevant security measure; and (d) where indicated in the Specification, DBS Checks.
Sub-Contract	means any contract between the Contractor and a third party under which the Contractor agrees to source the provision of any of the Services from that third party.
Sub-Contractor	means a contractor that enters into a Sub-Contract with the Contractor.

Tender	means the documents submitted by the Contractor to CWM Environmental Ltd. in response to the Invitation to Tender (reference FVSR2 2026), including the Qualification Questionnaire (ESPD), the responses to quality questions Q1 to Q8, the Pricing Schedule, any clarifications accepted by CWM Environmental Ltd. and the certificates and declarations submitted, as set out at Schedule 2.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA.
Uninsurable	means that (a) insurance is not available to the Contractor in respect of the risks in Clause E1.1 in the worldwide insurance market with reputable insurers of good standing in respect of that risk; or (b) the insurance premium payable for insuring that risk is at such a level that the risk is not generally being insured against in the worldwide insurance market with reputable insurers of good standing by contractors in the United Kingdom.
Unsafe Work	has the meaning given in Clause D3.2(e).
VAT	means value added tax in accordance with the Value Added Tax Act 1994.
Working Day	means any day other than a Saturday, a Sunday or a public holiday in Wales.
Works	means all records, reports, documents, papers, drawings, designs, photographs, graphics, logos, software and all other materials in whatever form, including hard copy and electronic form, prepared by the Contractor or the Key Personnel in the provision of the Services, including inspection records, defect reports, brake test results and job cards.

A4. INTERPRETATION

A4.1 The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) words importing the singular include, where the context so admits, the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) a reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- (d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to it as amended by any subsequent enactment, modification, order, regulation or instrument, or as subsequently re-enacted;
- (e) references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted, and their successors and permitted assigns or transferees;
- (f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- (g) headings are included in the Contract for ease of reference only and shall not affect its interpretation or construction;
- (h) the Contract Particulars and the Schedules form part of the Contract and have effect as if set out in full in the body of the Contract, and any reference to the Contract includes them;
- (i) references to any Clause or Schedule without further designation are to the Clause or Schedule of the Contract so numbered; and

- (j) references to any paragraph without further designation are to the paragraph of the Specification (Schedule 1) so numbered, unless the context requires otherwise.

A5. OFFICIAL NOTICES

- A5.1 Except as otherwise expressly provided in the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending it.
- A5.2 Any notice under Part D (Termination), Clause D7 (Dispute Resolution Procedure) or Clause H1 (Contract Variation) shall be given by letter sent by hand, by registered post or by recorded delivery to the address set out in the Contract Particulars, with a copy sent by email to the Authorised Officer or the Contract Manager (as applicable). Provided the letter is not returned as undelivered, the notice shall be deemed to have been given:
- (a) on the Working Day of delivery, for letters delivered by hand before 16:00 (and otherwise on the next Working Day);
 - (b) two (2) Working Days after the day on which the letter was posted; or
 - (c) sooner, where the other Party acknowledges receipt of the letter.
- A5.3 Operational communications under the Specification (including repair estimates, approvals of work by the Transport Manager, inspection records and booking changes) may be given by email or through any agreed electronic system, as provided in the Specification.
- A5.4 Either Party may change its address for service by serving a notice in accordance with this Clause A5.

A6. ENTIRE AGREEMENT AND CONFLICT

- A6.1 This Contract 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, save that any extension under Clause B1.2 or variation agreed under Clause H1 (Contract Variation) shall be deemed to form part of this Contract.
- A6.2 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. Nothing in this Clause A6 shall limit or exclude any liability for fraud.
- A6.3 In the event of, and only to the extent of, any conflict between the documents forming the Contract, the conflict shall be resolved in accordance with the following order of precedence:
- (a) these Clauses;
 - (b) the Contract Particulars;
 - (c) the Schedules other than Schedule 2 (Tender), including the Specification;
 - (d) any other document referred to in these Clauses; and
 - (e) the Tender,

save that, where the Tender offers a standard of service higher than that required by the Specification (for example a single 24-hour breakdown telephone line under paragraph 4.6.2 of the Specification), the higher standard shall apply and shall form part of the Contractor's obligations.

PART B – PROVISION OF SERVICES

B1. CONTRACT PERIOD

- B1.1 Notwithstanding the date of this Contract, the Contract Period shall commence on the Commencement Date and, unless terminated earlier in accordance with the Contract, shall continue for an initial period of three (3) years until the Expiry Date.
- B1.2 CWM Environmental Ltd. may, at its sole discretion, extend the Contract for the Extended Period of one (1) further year by giving written notice to the Contractor not less than three (3) Months before the Expiry Date. The Contract may be extended once only and the total Contract Period shall not exceed four (4) years.
- B1.3 The provisions of the Contract shall apply throughout the Extended Period, and the rates tendered for Contract Year 4 in the Pricing Schedule shall apply during it.
- B1.4 For the avoidance of doubt, the Contractor shall not be entitled to any compensation from CWM Environmental Ltd. on the expiry of the Contract or if CWM Environmental Ltd. does not exercise its option to extend.

B2. PERFORMANCE

- B2.1 The Contractor shall supply the Services in accordance with the Specification and the Tender in consideration of the Contract Price.
- B2.2 The Contractor acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of CWM Environmental Ltd. (including the Additional Information) before submitting its Tender, and is satisfied in relation to all matters connected with the performance of its obligations under the Contract, save as provided in paragraph 13.3(b) of Volume 1 of the Invitation to Tender and Clause H1.
- B2.3 The Contractor shall be responsible for the accuracy of all records, documents and information supplied to CWM Environmental Ltd. by the Contractor in connection with the supply of the Services, and shall pay CWM Environmental Ltd. any extra costs occasioned by any discrepancies, errors or omissions in them.
- B2.4 The Contractor shall:
- (a) at all times comply with the Quality Standards and, where applicable, maintain accreditation with the relevant Quality Standards authorisation body;
 - (b) to the extent that the standard of Services has not been specified in the Contract, seek confirmation from CWM Environmental Ltd. as to the relevant standard before commencing the supply of the Services concerned;
 - (c) at all times perform its obligations under the Contract in accordance with the Law and Good Industry Practice;
 - (d) deliver the Services so as to enable CWM Environmental Ltd. to comply with its Operator's Licence undertakings, including the Safety Inspection frequency notified by CWM Environmental Ltd. (currently every six weeks); and
 - (e) hold and maintain throughout the Contract Period (or ensure that any approved Sub-Contractor holds and maintains) all licences, registrations, approvals and certifications required to deliver the Services, as described in paragraph 3.2 of the Specification, and notify CWM Environmental Ltd. immediately if any of them is suspended, withdrawn or lapses.
- B2.5 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and possess such qualifications, skills and experience as are

necessary for the proper supply of the Services in accordance with Good Industry Practice.

- B2.6 Timely supply of the Services shall be of the essence of the Contract, including the completion of Safety Inspections, brake tests, Annual Test preparation and tachograph calibrations by their due dates, attendance at breakdowns within the response time in paragraph 4.6.3 of the Specification, and the commencement of the full Services on the Commencement Date.
- B2.7 The Contractor shall not release any vehicle or trailer in the Fleet back into service where it knows, or ought reasonably to know, that the vehicle or trailer is unroadworthy or has a dangerous defect, and shall immediately notify the Transport Manager of any such defect, whether or not it was within the scope of the work requested.
- B2.8 CWM Environmental Ltd. may inspect and examine the manner in which the Contractor supplies the Services at the Premises and at the Delivery Site, on reasonable notice and during Normal Working Hours (or at any time in the case of a suspected safety issue).
- B2.9 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission, by CWM Environmental Ltd. which prevents or hinders, or may prevent or hinder, the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform CWM Environmental Ltd. without delay, and CWM Environmental Ltd. may at its absolute discretion extend the time for performance of the affected Services accordingly.
- B2.10 If the Contractor at any time becomes aware of any other material matter which prevents or hinders, or may prevent or hinder, it from performing the Services in accordance with the Contract (including any matter affecting its workforce, Delivery Site or Equipment), it shall inform CWM Environmental Ltd. immediately.
- B2.11 If the Contractor is to undergo or has undergone a change of Control, the Contractor shall inform CWM Environmental Ltd. as soon as reasonably practicable.
- B2.12 CWM Environmental Ltd. retains the Contractor for the performance of the Services on a non-exclusive basis and does not warrant that it will place any particular volume of work under the Contract. Any estimated value or indicative quantity stated in the Invitation to Tender or the Contract Particulars is for information only. Nothing in this Clause B2.12 limits the Contractor's obligation under paragraph 4.11 of the Specification to service all vehicles and trailers in the Fleet.
- B2.13 At all times during the Contract Period the Contractor shall be an independent service provider, and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties. Neither Party shall be authorised to act in the name of, on behalf of, or otherwise bind the other Party except as expressly permitted by the Contract.

B3. CONTRACT MANAGER, KEY PERSONNEL AND STAFF

- B3.1 The Contractor shall appoint the Contract Manager, who shall be directly employed by the Contractor, competent in the subject matter of this Contract and (with the exception of a Dispute) able to make decisions under the Contract without the need for escalation within the Contractor's business. The Contract Manager shall be directly contactable during Normal Working Hours, and the Contractor shall provide and keep up to date the Out of Hours emergency contact details set out in the Contract Particulars.
- B3.2 The Key Personnel shall be identified in the Contract Particulars. The Contractor shall, and shall procure that any Sub-Contractor shall, obtain Approval before removing or replacing any Key Personnel during the Contract Period and shall, where possible, give at least two (2) Months' written notice of its intention to replace Key Personnel.

- B3.3 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to CWM Environmental Ltd.
- B3.4 CWM Environmental Ltd. may, by written notice, require the Contractor to remove immediately from the provision of the Services any member of Staff (including Key Personnel) whom CWM Environmental Ltd. reasonably considers unsatisfactory. The cost of any replacement shall be borne by the Contractor.
- B3.5 CWM Environmental Ltd. may, by written notice, refuse to admit onto, or withdraw permission to remain on, the Premises any member of Staff whose admission or continued presence would, in the reasonable opinion of CWM Environmental Ltd., be undesirable or present a security or safety risk.
- B3.6 At CWM Environmental Ltd.'s written request, the Contractor shall provide a list of the names of all persons who may require admission to the Premises, giving such particulars as CWM Environmental Ltd. may reasonably require.
- B3.7 The Contractor shall procure that all Staff comply with such rules, regulations and requirements as may be in force and notified to the Contractor from time to time, including site rules and security requirements for the CWM Sites.
- B3.8 The Contractor warrants that it has complied with the Staff Vetting Procedures in respect of all Staff and that it shall not employ or engage any person in the provision of the Services who is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, the Services.
- B3.9 The Contractor shall ensure that it has sufficient appropriately qualified and experienced technicians to deliver the Services in full throughout the Contract Period, including during periods of sickness, holidays, peaks in demand and Fleet expansion, and shall maintain the workforce plan required by paragraph 6.2 of the Specification.
- B3.10 The Contractor shall use reasonable endeavours to ensure continuity of Key Personnel and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, and shall notify CWM Environmental Ltd. promptly of any change in staffing that may affect delivery of the Services.

B4. LICENCE TO OCCUPY, ACCESS AND SECURITY OF THE PREMISES

- B4.1 Subject to Clause B4.3, any land or Premises made available from time to time to the Contractor by CWM Environmental Ltd. in connection with the Contract shall be made available on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. Any such licence shall terminate automatically on the termination or expiry of this Contract, howsoever occurring.
- B4.2 The Parties agree that there is no intention on the part of CWM Environmental Ltd. to create a tenancy of any kind in respect of the Premises in favour of the Contractor or its Staff.
- B4.3 The Contractor shall have the use of such land or Premises as licensee and shall vacate them on completion, termination or abandonment of the Contract, or on being given notice to do so by CWM Environmental Ltd. at any time during the Contract Period.
- B4.4 The Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff to the Premises (including the fabric of buildings, plant, fixed equipment or fittings), other than fair wear and tear. Any Dispute as to the obligation to make good under this Clause B4.4 shall be referred to Clause D7 (Dispute Resolution Procedure).
- B4.5 The Contractor shall comply, and shall ensure that all Staff comply, with all security and site safety requirements of CWM Environmental Ltd. while on the Premises. The

Contractor shall be responsible for the security of its own assets, Equipment and information used at the Premises, and CWM Environmental Ltd. shall have no liability in respect of any loss of or damage to them, except to the extent caused by the negligence of CWM Environmental Ltd.

- B4.6 The Contractor shall be responsible for the safe keeping and security of all vehicles and trailers in the Fleet while they are in its custody or control, including at the Delivery Site, in transit to or from an Authorised Testing Facility and during recovery, and shall be liable for any loss of or damage to them arising during that time, save to the extent caused by CWM Environmental Ltd.

B5. PROPERTY

- B5.1 Any Property provided to the Contractor by CWM Environmental Ltd. shall be and remain the property of CWM Environmental Ltd., and the Contractor irrevocably licenses CWM Environmental Ltd. and its agents to enter any premises of the Contractor during normal business hours and on reasonable notice to recover it. The Property shall be returned to CWM Environmental Ltd. at the Contractor's cost on or before the expiry or termination of the Contract.
- B5.2 The Contractor shall not in any circumstances have a lien or any other interest over the Property, or over any vehicle or trailer in the Fleet, and holds them as bailee of CWM Environmental Ltd.
- B5.3 Unless the Contractor notifies CWM Environmental Ltd. within five (5) Working Days of receipt of the Property, the Property shall be deemed to be in good condition when received by or on behalf of the Contractor.
- B5.4 The Property shall only be used in connection with the provision of the Services.
- B5.5 The Contractor shall ensure the security of the Property and shall maintain it in good condition.
- B5.6 The Contractor shall promptly notify CWM Environmental Ltd. of any defects, loss or damage arising in or occurring to the Property.
- B5.7 The Contractor shall be liable for all loss of or damage to the Property (excluding fair wear and tear) unless such loss or damage was caused by CWM Environmental Ltd.'s Default. Any Dispute as to the Contractor's liability under this Clause B5.7 shall be referred to Clause D7 (Dispute Resolution Procedure).

B6. EQUIPMENT

- B6.1 Except as otherwise specified in the Specification, the Contractor shall provide the Equipment needed to perform the Services at its own cost. The Equipment shall be fit for purpose, well maintained in accordance with the manufacturer's requirements, insured and, where necessary, compliant with the Quality Standards and the requirements of the Specification. Test equipment (including roller brake testers and tachograph calibration equipment) shall be calibrated at the intervals required by the manufacturer and the DVSA, and calibration certificates shall be made available to CWM Environmental Ltd. on request.
- B6.2 The Contractor shall provide at least one suitably equipped mobile workshop vehicle for roadside and on-site repairs, as required by paragraph 4.6.4 of the Specification.
- B6.3 When using any Equipment, the Contractor shall have due regard, where relevant, to fuel economy and energy saving, and shall ensure that the Equipment is used safely and in accordance with proper control requirements, including clearly and accurately labelling containers to indicate their contents and ensuring that Staff are properly instructed.
- B6.4 The Contractor shall be responsible for the security of all Equipment used by it in connection with the Services, and CWM Environmental Ltd. shall not be liable for loss,

damage or injury in respect of the same, except to the extent caused by the negligence of CWM Environmental Ltd.

- B6.5 At the end of the Contract, any Equipment remaining on the Premises shall, subject to Clauses D6.4(g) and (h), be removed at the Contractor's expense.

B7. ENVIRONMENTAL REQUIREMENTS AND SOCIAL VALUE

- B7.1 The Contractor shall at all times throughout the Contract Period:

- (a) comply with its duty of care under section 34 of the Environmental Protection Act 1990, including in respect of waste oils, fluids, filters, batteries, tyres, scrap parts and other waste arising from the Services;
- (b) take all steps necessary to ensure that the impact on the environment of any operation of the Contractor in pursuance of its obligations under this Contract is adequately assessed, controlled, monitored, mitigated and remedied as required by all appropriate enforcement agencies, applicable Law and Good Industry Practice; and
- (c) use reasonable endeavours to enhance the environmental benefits of the Services and to provide the Services in a way that minimises any actual or potential damage to the environment, including through the reuse, reconditioning or recycling of Parts and materials where this is safe and approved in accordance with paragraph 4.8.3 of the Specification, provided that this Clause B7.1(c) shall not require the Contractor to carry out the Services in a manner other than that expressly provided for in this Contract.

- B7.2 The Contractor shall deliver the social value and well-being commitments set out in its Tender (including its response to quality question Q8) in accordance with the Well-being of Future Generations (Wales) Act 2015, Clause I1 and paragraph 9 of the Specification, and shall report progress against those commitments at the quarterly contract meetings.

- B7.3 The Contractor shall, where relevant to the Specification, co-operate with CWM Environmental Ltd. in relation to the economic, social and environmental well-being of the area in which CWM Environmental Ltd. operates, and shall notify CWM Environmental Ltd. of any best practice ideas which may improve it.

B8. HEALTH AND SAFETY

- B8.1 While on the Premises, the Contractor shall comply with any health and safety measures implemented by CWM Environmental Ltd. in respect of Staff and any other persons working there.

- B8.2 The Contractor shall promptly notify CWM Environmental Ltd. of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract, including any defect identified on a vehicle or trailer in the Fleet which presents an immediate risk to safety.

- B8.3 The Contractor shall notify CWM Environmental Ltd. immediately of any incident occurring in the performance of its obligations under the Contract which causes, or could have caused, personal injury or damage to property, and of any reportable incident under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 involving the Services.

- B8.4 The Contractor shall comply with 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 Staff and other persons in the performance of its obligations under the Contract, including safe systems of work for working under raised vehicles, roadside and breakdown attendance and brake testing.

- B8.5 The Contractor shall make its health and safety policy, risk assessments and safe systems of work relevant to the Services available to CWM Environmental Ltd. on request.

B9. PROVISION OF MANAGEMENT INFORMATION AND MEETINGS

- B9.1 The Contractor shall submit Management Information to CWM Environmental Ltd. throughout the Contract Period as required in the Contract Particulars, Schedule 4 and the Specification, including the electronic records required by paragraph 5 of the Specification and the quarterly contract management report and KPI record required by paragraph 8.2 of the Specification.
- B9.2 The Authorised Officer (or the Transport Manager on their behalf), the Contract Manager and, if applicable, Key Personnel shall meet quarterly in accordance with the Contract Particulars, Schedule 4 and paragraph 8.4 of the Specification, and the Contractor shall at each meeting present its previously circulated Management Information.

B10. MONITORING OF CONTRACT PERFORMANCE

- B10.1 The Contractor shall comply with the requirements for monitoring the performance of the Services set out in the Contract Particulars and Schedule 4, including providing the Management Information, meeting the Key Performance Indicators and providing such data and information as the Contractor may be required to produce under the Contract.
- B10.2 Where the Contractor fails to meet a Key Performance Indicator in any Performance Management Period, the rectification procedure in Schedule 4 shall apply, without prejudice to CWM Environmental Ltd.'s other rights and remedies under the Contract.

B11. CWM ENVIRONMENTAL LTD. OBLIGATIONS

- B11.1 Except as otherwise expressly provided, the obligations of CWM Environmental Ltd. under the Contract are obligations in its capacity as a contracting counterparty, and nothing in the Contract shall operate as an obligation on, or in any other way fetter or constrain, CWM Environmental Ltd. in any other capacity.
- B11.2 CWM Environmental Ltd. shall:
- (a) keep the Vehicle Schedule and Vehicle Service Planner up to date and notify the Contractor in writing of any additions to or removals from the Fleet, in accordance with paragraph 4.11 of the Specification;
 - (b) use reasonable endeavours to present vehicles and trailers for Safety Inspection, Annual Test preparation and tachograph calibration in accordance with the Vehicle Service Planner or the shared scheduling calendar; and
 - (c) respond to repair estimates and requests for approval within a reasonable time, having regard to the need to return vehicles to service.

B12. WARRANTY

- B12.1 The Contractor warrants and represents (and CWM Environmental Ltd. has entered into this Contract in reliance on such warranties and representations) that:
- (a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;
 - (b) the Contract is executed by a duly authorised representative of the Contractor;
 - (c) in entering into the Contract it has not committed any Prohibited Act;
 - (d) as at the Commencement Date, all information, statements and representations contained in the Tender (including the ESPD and the information shared via the Central Digital Platform) are true, accurate and not misleading, and it will advise

CWM Environmental Ltd. of any fact, matter or circumstance of which it becomes aware during the Contract Period which would render any of them false or misleading;

- (e) it is not an excluded or excludable supplier within the meaning of the Procurement Act, and it will notify CWM Environmental Ltd. immediately if any mandatory or discretionary exclusion ground becomes applicable to it, or to any of its associated persons or Sub-Contractors, during the Contract Period;
- (f) no claim is being asserted and no litigation, arbitration or administrative proceeding (including any proceedings before the Traffic Commissioner or enforcement by the DVSA) is in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under this Contract;
- (g) it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- (h) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for its winding up or dissolution, or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of its assets or revenue;
- (i) it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights necessary for the performance of its obligations under the Contract;
- (j) Not used
- (k) the Services shall be provided by a sufficient number of appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- (l) all Parts supplied shall be of satisfactory quality, fit for purpose and of original equipment manufacturer quality or an equivalent quality that meets or exceeds the original equipment specification;
- (m) it shall at all times comply with the Quality Standards and, where appropriate, maintain accreditation with the relevant Quality Standards authorisation body; and
- (n) it shall at all times perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B12.2 Any breach of the warranties in Clause B12.1 shall be remedied by the Contractor at no cost to CWM Environmental Ltd. within such period as CWM Environmental Ltd. notifies to the Contractor. Failure to comply with that period shall constitute a material breach of this Contract, and CWM Environmental Ltd. may terminate it under Clause D3.1 (Termination on Default) or Clause D5.1(c) (Termination Events).

B13. CONTINUOUS IMPROVEMENT

B13.1 The Contractor shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the Services. As part of this obligation, the Contractor shall identify and report to the Authorised Officer in each Contract Year on:

- (a) the emergence of new and evolving relevant technologies which could improve the Services, including digital inspection, defect reporting and records systems;
- (b) new or potential improvements to the Services, including their quality, responsiveness, turnaround times, procedures, performance mechanisms and customer support;
- (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or CWM Environmental Ltd. which might result in efficiency or productivity gains or a reduction in operational risk; and

- (d) changes in ways of working that would enable the Services to be delivered at lower cost, with less vehicle downtime or with reduced environmental impact.

B14. MOBILISATION AND TRANSITION

- B14.1 The Contractor shall attend a mobilisation meeting with CWM Environmental Ltd. within two (2) Working Days of the award of the Contract and shall deliver its mobilisation plan (as set out in its Tender) so that the full Services are available from the Commencement Date, in accordance with paragraph 7 of the Specification.
- B14.2 The Contractor shall co-operate with CWM Environmental Ltd. and any outgoing service provider to ensure an orderly transition, including the transfer of vehicle records and inspection schedules, so that no Safety Inspection, brake test, Annual Test or tachograph calibration is missed.
- B14.3 Before the Commencement Date, the Contractor shall provide CWM Environmental Ltd. with its Business Continuity Plan (to the extent not already provided during the compliance audit), the details of any Sub-Contractors in accordance with Clause H6.7(a), and evidence that the Required Insurances are in place.

B15. FLEET CHANGES

- B15.1 The Contractor shall deliver the Services to all vehicles and trailers in the Fleet, including any vehicles or trailers added to the Fleet during the Contract Period, and shall accept the removal of vehicles or trailers from the Fleet, in accordance with paragraph 4.11 of the Specification.
- B15.2 Additions to and removals from the Fleet notified by CWM Environmental Ltd. in writing under paragraph 4.11.2 of the Specification shall be priced at the rates in the Pricing Schedule for the relevant vehicle category and Contract Year. Such changes are provided for in the Contract and shall not require a variation under Clause H1 (Contract Variation). Any change which cannot be accommodated in this way (including a vehicle type for which no rate has been tendered) shall be dealt with under Clause H1.
- B15.3 CWM Environmental Ltd. will update the Vehicle Schedule and the Vehicle Service Planner following any change to the Fleet, and the Contractor shall update the shared scheduling calendar accordingly.

PART C – CONTRACT PRICE AND PAYMENT

C1. CONTRACT PRICE

- C1.1 The Contract Price shall be calculated by applying the rates in the Pricing Schedule (as set out in Schedule 3) for the relevant Contract Year to the Services actually and properly performed, and shall be the full and exclusive remuneration due to the Contractor in respect of the provision of the Services. Unless otherwise agreed in writing by CWM Environmental Ltd., the rates include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services, including all labour, consumables, travel, Equipment, administration, overheads and profit.
- C1.2 The rates tendered for each Contract Year are firm for that Contract Year and shall not be subject to indexation or any other adjustment, save in accordance with Clause G4 (Law and Change in Law) or Clause H1 (Contract Variation).
- C1.3 Parts shall be charged at net invoice cost plus the percentage mark-up tendered at rate P12, and delivery charges may be recharged at cost, in accordance with paragraph 4.8.2 of the Specification. DVSA Annual Test fees shall be recharged at cost without mark-up. CWM Environmental Ltd. may require copies of supplier invoices to verify any Parts or recharged costs.

- C1.4 No payment shall be due for:
- (a) mileage, travel or vehicle running costs for breakdown attendance or any other Services;
 - (b) brake performance assessments carried out as part of a scheduled Safety Inspection, which are included in rates P1 to P4;
 - (c) rectification of defects, labour or re-test fees arising from an Annual Test failure which the Contractor is required to bear under paragraph 4.3.2 of the Specification;
 - (d) the replacement of faulty or failed Parts, or the re-work of defective workmanship within the guarantee period, in accordance with Clause B12.1(j) and paragraph 4.8.4 of the Specification; or
 - (e) any repair carried out without the approval required by paragraph 4.7.2 of the Specification, other than making a vehicle safe following a breakdown.
- C1.5 If any change to the Specification is authorised in writing by the Authorised Officer in accordance with Clause H1, any resulting revision to the Contract Price shall be recorded in Schedule 3.

C2. VAT

- C2.1 The Contractor shall, where it is registered for VAT, be entitled to charge CWM Environmental Ltd. VAT in relation to the Services.
- C2.2 The Contractor shall indemnify CWM Environmental Ltd. on a continuing basis against any liability, including any interest, penalties or costs, which is levied, demanded or assessed on CWM Environmental Ltd. at any time in respect of the Contractor's failure to account for or to pay any VAT or other liability relating to payments made to the Contractor under the Contract. Any amounts due under this Clause C2.2 shall be paid by the Contractor to CWM Environmental Ltd. not less than twenty (20) Working Days before the date on which the VAT or other liability is payable by CWM Environmental Ltd.

C3. INVOICING

- C3.1 The Contractor shall invoice CWM Environmental Ltd. monthly in arrears, no later than seven (7) days after the end of each Month (or at such other frequency as the Parties agree in writing), for the Services completed in that Month.
- C3.2 Invoices shall be submitted electronically to the email address for invoices in the Contract Particulars. Every invoice shall quote the purchase order number provided by CWM Environmental Ltd., and invoices without a purchase order number shall not be processed.
- C3.3 Each invoice shall be itemised in accordance with paragraph 5.5 of the Specification, by vehicle registration (or fleet number), date and job reference, showing labour hours, the fixed price or rate applied (by reference to rates P1 to P12), and Parts at net cost with the mark-up shown separately. VAT shall be stated separately as a net extra charge.
- C3.4 CWM Environmental Ltd. may request further information to verify whether an invoice is valid and undisputed, and the Contractor shall supply the information requested within seven (7) days of the request. If the Contractor fails without due cause to provide verifiable records to evidence an invoice to the reasonable satisfaction of the Authorised Officer, CWM Environmental Ltd. may withhold payment of the unverified amount. Once the evidence is provided, CWM Environmental Ltd. shall verify the invoice without undue delay.
- C3.5 Where the Contractor enters into a Sub-Contract in connection with the provision of the Services, it shall ensure that the Sub-Contract (and any sub-contract entered into by a

Sub-Contractor) contains provisions having the same effect as Clauses C3.1 to C3.4 and C4.1 to C4.3, including payment of valid and undisputed invoices within thirty (30) days. This Clause C3.5 is without prejudice to any terms for earlier payment agreed between the Contractor and any Sub-Contractor.

C4. PAYMENT

- C4.1 Subject to the terms of this Contract, CWM Environmental Ltd. shall pay all sums due to the Contractor under a valid and undisputed invoice no later than thirty (30) days from the date on which CWM Environmental Ltd. has verified the invoice as valid and undisputed. CWM Environmental Ltd. shall consider and verify each invoice in a timely fashion, and any undue delay in doing so shall not by itself be a reason for failing to treat an invoice as valid and undisputed.
- C4.2 Subject to Clauses C3.3 and C3.4, where CWM Environmental Ltd. requires additional information to verify an invoice, payment shall be made no later than thirty (30) days from the date on which CWM Environmental Ltd. receives the supporting information and has verified the invoice as valid and undisputed.
- C4.3 Where CWM Environmental Ltd. disputes any sum invoiced, it shall pay the sum not in dispute in accordance with Clause C4.1, and the disputed sum shall be determined in accordance with Clause D7 (Dispute Resolution Procedure).
- C4.4 CWM Environmental Ltd. shall make all payments to the Contractor by BACS.
- C4.5 Except for reasons beyond the control of CWM Environmental Ltd., and subject to Clause C4.3, where CWM Environmental Ltd. has not made payment by the due date, it shall on written request by the Contractor pay interest on the overdue amount at a rate of four per cent (4%) above the base rate of HSBC Bank plc from the due date until payment is made. The Parties agree that this rate is a substantial contractual remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- C4.6 Wherever under the Contract or any other contract between the Parties any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to CWM Environmental Ltd. in respect of any breach of the Contract), CWM Environmental Ltd. may deduct that sum from any sum then due, or which at any later time may become due, to the Contractor under the Contract.
- C4.7 Any overpayment by either Party, whether of the Contract Price, VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of it.

C5. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITIES

- C5.1 The Parties acknowledge and agree that the Contract is a contract for the provision of services and not a contract of employment. The Contractor shall at all times indemnify CWM Environmental Ltd. and keep it indemnified in full against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands howsoever arising by reason of any circumstances whereby CWM Environmental Ltd. is alleged or determined to have assumed, or to have had imposed on it, the liability or responsibility for the Staff (or any of them) as an employer, and/or any liability or responsibility to HM Revenue and Customs as an employer of the Staff, whether during the Contract Period or arising from the termination or expiry of the Contract.

PART D – TERMINATION AND CONSEQUENCES OF TERMINATION

D1. TERMINATION ON INSOLVENCY OR RELATED EVENTS

- D1.1 Without affecting any other right or remedy available to it, CWM Environmental Ltd. may terminate this Contract with immediate effect by giving written notice to the Contractor if:

- (a) the Contractor 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;
- (b) the Contractor 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;
- (c) 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 Contractor;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed over the Contractor;
- (e) the holder of a qualifying floating charge over the assets of the Contractor has become entitled to appoint, or has appointed, an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Contractor, or a receiver is appointed over them;
- (g) a creditor or encumbrancer of the Contractor 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 the Contractor's assets, and such attachment or process is not discharged within ten (10) days;
- (h) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events in this Clause D1.1; or
- (i) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

D2. TERMINATION ON CHANGE OF CONTROL

D2.1 The Contractor shall notify CWM Environmental Ltd. immediately if it undergoes a change of Control. CWM Environmental Ltd. may terminate the Contract by written notice with immediate effect within six (6) Months of:

- (a) being notified by the Contractor that a change of Control has occurred; or
- (b) where no notification has been made, the date on which CWM Environmental Ltd. becomes aware of the change of Control,

but shall not be permitted to terminate where Approval was granted before the change of Control.

D3. TERMINATION ON DEFAULT

D3.1 Without prejudice to Clause D3.2, CWM Environmental Ltd. may terminate the Contract by giving written notice to the Contractor with immediate effect if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of CWM Environmental Ltd. within twenty (20) Working Days (or such other period as CWM Environmental Ltd. may specify having regard to any safety or Operator's Licence risk) after the issue of a notice specifying the Default and requiring it to be remedied; or
- (b) the Default is not, in the opinion of CWM Environmental Ltd., capable of remedy.

D3.2 Notwithstanding Clause D3.1, CWM Environmental Ltd. may terminate the Contract in whole or in part by giving written notice to the Contractor with immediate effect if:

- (a) the Contractor repeatedly breaches any of the terms of this Contract in such a manner as reasonably to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

- (b) any of the grounds on which a contracting authority may terminate a public contract under section 78 of the Procurement Act 2023 applies (or would apply if the Contract were a public contract under that Act), including where the Contractor, or a Sub-Contractor on which it relies, has become an excluded or excludable supplier since the award of the Contract;
- (c) any warranty given by the Contractor in this Contract is found to be untrue or misleading;
- (d) the Contractor fails to meet any Key Performance Indicator in three (3) consecutive Performance Management Periods, or fails to meet KPI 2 (Safety Inspections on or before the scheduled date) or KPI 4 (Annual Tests passed at first presentation) in any two (2) consecutive Performance Management Periods;
- (e) the Contractor carries out Unsafe Work, meaning any work under the Contract (including work by a Sub-Contractor) which, in the reasonable opinion of CWM Environmental Ltd. (acting on the advice of the Transport Manager) or as found by the DVSA or the Traffic Commissioner, has resulted, or could reasonably have resulted, in a vehicle or trailer in the Fleet being returned to service in a dangerous or unroadworthy condition, including any release of a vehicle or trailer in breach of Clause B2.7 or paragraph 4.2.3 or 4.4.2 of the Specification, and any prohibition notice issued in respect of a vehicle or trailer in the Fleet which is attributable to the Contractor's workmanship or failure to identify or rectify a defect;
- (f) two (2) or more vehicles or trailers in the Fleet fail their Annual Test at first presentation within any rolling period of twelve (12) Months due to defects that should reasonably have been identified and rectified during preparation, as described in paragraph 4.3.2 of the Specification;
- (g) the Contractor fails, on two (2) or more occasions within any rolling period of twelve (12) Months, to complete a Safety Inspection, brake test, Annual Test presentation or tachograph calibration by its due date, other than where the failure is caused by CWM Environmental Ltd. not presenting the vehicle or trailer; or
- (h) the Contractor ceases to hold any licence, approval or arrangement required by paragraph 3.2 of the Specification (including access to a calibrated roller brake tester, Approved Tachograph Centre status or an approved sub-contract arrangement, and arrangements for Annual Test presentation at an Authorised Testing Facility) and does not put an alternative arrangement approved by CWM Environmental Ltd. in place within five (5) Working Days.

D3.3 Where any of the circumstances in Clause D3.2(d) to (h) arise, CWM Environmental Ltd. may, as an alternative to termination and without prejudice to its right to terminate later, by written notice suspend the Contractor from performing all or part of the Services (for example, all work on a particular vehicle category) and arrange for the suspended Services to be performed by a third party until the Contractor has demonstrated to the reasonable satisfaction of CWM Environmental Ltd. that the cause has been remedied. The Contractor shall pay to CWM Environmental Ltd. on demand the reasonable additional cost of the suspended Services over the cost that would have been payable under the Contract.

D3.4 If CWM Environmental Ltd. fails to pay the Contractor valid and undisputed sums when due, the Contractor shall notify CWM Environmental Ltd. in writing of the failure. If CWM Environmental Ltd. fails to pay those sums within ninety (90) Working Days of the date of that notice, the Contractor may terminate the Contract by written notice with immediate effect, provided that:

- (a) this right shall not apply where the failure to pay is due to CWM Environmental Ltd. exercising its rights under this Contract to recover or withhold sums from the Contractor; and

(b) the Parties are not engaged in an unresolved Dispute under Clause C4.3.

D3.5 In respect of any right of CWM Environmental Ltd. to terminate the Contract under Clause D1, D2 or D3, CWM Environmental Ltd. may in its absolute discretion elect to terminate the Contract in whole or in part.

D4. TERMINATION FOR CONVENIENCE

D4.1 CWM Environmental Ltd. may terminate this Contract at any time by giving three (3) Months' written notice to the Contractor.

D5. TERMINATION EVENTS

D5.1 Without affecting any other right or remedy available to it, CWM Environmental Ltd. may terminate this Contract with immediate effect by giving written notice to the Contractor if:

- (a) the Contractor is convicted of a criminal offence which CWM Environmental Ltd. considers relevant to the performance of the Services;
- (b) CWM Environmental Ltd. reasonably believes that reputational damage to CWM Environmental Ltd. will occur as a result of the Contract continuing;
- (c) pursuant to Clause B12.2 (Warranty);
- (d) pursuant to Clause G3.7 (Prevention of Prohibited Acts, Fraud, Bribery and Corruption), following the procedure in Clause G3.8;
- (e) the Contract has been modified other than as permitted by Clause H1.5 and the Procurement Act, and CWM Environmental Ltd. elects to terminate under Clause H1.7(b) or Clause H1.9 (Contract Variation);
- (f) pursuant to Clause H7.4 (Force Majeure);
- (g) pursuant to Clause H9.3 (Conflict of Interest);
- (h) pursuant to Clause F3.5 (Data Protection);
- (i) pursuant to Clause E1.10 (Insurance); or
- (j) the Contractor was, at the time the Contract was awarded, an excluded supplier within the meaning of the Procurement Act by virtue of any mandatory exclusion ground in Schedule 6 to the Procurement Act 2023.

D6. CONSEQUENCES OF TERMINATION OR EXPIRY

D6.1 Subject to Clauses D6.2 and D6.3, where CWM Environmental Ltd. terminates the Contract in whole or in part, it shall be liable to pay the Contractor only such elements of the Contract Price (if any) as have been properly incurred or accrued in accordance with the Contract, or the affected part of it, before the time of termination, provided that the Contractor evidences them to the satisfaction of CWM Environmental Ltd. If the termination is not immediate, the Contractor shall take all reasonable steps to mitigate its costs. Where the Contractor holds insurance, it shall reduce its unavoidable costs by any insurance sums available.

D6.2 CWM Environmental Ltd. shall not be liable under Clause D6.1 to pay any sum that:

- (a) was claimable under insurance held by the Contractor, where the Contractor has failed to make a claim or to make a claim in accordance with the procedural requirements of the policy; or
- (b) when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated before the end of the Contract Period.

D6.3 Where the Contract is terminated as a result of the Contractor's Default (including under Clause D3), CWM Environmental Ltd. shall:

- (a) be entitled to recover from the Contractor any elements of the Contract Price paid in advance for Services not delivered at the date of termination;
- (b) be entitled to recover from the Contractor as a debt the cost reasonably incurred in making other arrangements, including appointing a Replacement Contractor, and any additional expenditure incurred by CWM Environmental Ltd. throughout the remainder of the Contract Period, provided that CWM Environmental Ltd. shall take all reasonable steps to mitigate such additional expenditure;
- (c) not be obliged to make any further payments to the Contractor until CWM Environmental Ltd. has established the final cost of making alternative arrangements or appointing a Replacement Contractor;
- (d) be entitled to include, in assessing those costs, the cost of the time spent by its officers in terminating the Contract and making alternative arrangements;
- (e) where any sum owed by the Contractor to CWM Environmental Ltd. exceeds any sum owed by CWM Environmental Ltd. to the Contractor under this Contract, be entitled at its sole discretion to deduct that sum from any current or future contract between the Parties; and
- (f) be entitled to recover any debt owed by the Contractor through the courts of England and Wales or any other relevant jurisdiction.

D6.4 On the expiry or termination of the Contract for any reason, the Contractor shall:

- (a) immediately return to CWM Environmental Ltd. all Confidential Information, Personal Data and CWM Environmental Ltd. Intellectual Property in its possession or under the control of any permitted Sub-Contractor, which was obtained or produced in the course of providing the Services;
- (b) immediately deliver to CWM Environmental Ltd. all Property (including materials, documents, information and access keys) and any vehicles or trailers in the Fleet in its custody or control, in good working order and in accordance with Clause B5.1;
- (c) assist and co-operate with CWM Environmental Ltd. to ensure an orderly transition of the Services to CWM Environmental Ltd. or any Replacement Contractor, and the completion of any work in progress, so that no Safety Inspection, brake test, Annual Test or tachograph calibration falls due without being carried out;
- (d) within five (5) Working Days, deliver to CWM Environmental Ltd. in electronic form complete and up-to-date copies of all inspection records, defect reports and rectification details, brake test results, Annual Test records, tachograph calibration records, job cards and the current schedule of inspections and tests due for each vehicle and trailer in the Fleet;
- (e) promptly provide all other information concerning the provision of the Services which CWM Environmental Ltd. may reasonably request to understand how the Services have been provided or to allow CWM Environmental Ltd. or a Replacement Contractor to carry out due diligence;
- (f) grant a licence to CWM Environmental Ltd. or its appointed agents to enter (for the purpose of recovery) any premises of the Contractor where any of the items referred to in this Clause D6.4 may be held;
- (g) permit CWM Environmental Ltd. to acquire such of the Equipment used exclusively for the Services as it may elect, in accordance with any mechanism provided in the Specification or, if none, at market value or book value (whichever is the lesser); and

- (h) where the Contractor has leased any Equipment used exclusively for the Services, use reasonable endeavours to ensure that the lease permits assignment of its benefit to the Replacement Contractor or CWM Environmental Ltd., at CWM Environmental Ltd.'s discretion, on terms no less favourable than those of the existing lease.

D6.5 Except as otherwise expressly provided in the Contract, termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before termination or expiry, and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at termination or expiry.

D7. DISPUTE RESOLUTION PROCEDURE

D7.1 If a Dispute arises, the Parties shall follow the procedure set out in this Clause D7:

- (a) either Party shall give the other written notice of the Dispute, setting out its nature and full particulars (the **Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Officer and the Contract Manager shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Officer and the Contract Manager are for any reason unable to resolve the Dispute within twenty (20) Working Days of service of the Dispute Notice, the Dispute shall be referred to their respective senior managers, who shall attempt in good faith to resolve it; and
- (c) if the Dispute is not resolved within twenty (20) Working Days of being referred to the senior managers, the Parties will attempt to settle it by mediation in accordance with the procedures of the Civil Mediation Council. Unless otherwise agreed, the mediator shall be nominated by the Civil Mediation Council. To initiate mediation, a Party shall serve written notice on the other requesting mediation, and the Parties shall endeavour to commence the mediation no later than thirty (30) Working Days after the date of the request.

D7.2 The commencement of the Dispute Resolution Procedure or of mediation shall not prevent either Party commencing or continuing court proceedings in relation to the Dispute, and Clause H12 (Governing Law and Jurisdiction) shall apply at all times.

D7.3 The Contractor shall continue to perform the Services in full during any Dispute.

D8. SURVIVAL

D8.1 Any Clause of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect, including the following Clauses:

- (a) Clause C5 (Taxation, National Insurance and Employment Liabilities);
- (b) Clause D6 (Consequences of Termination or Expiry);
- (c) Clause D7 (Dispute Resolution Procedure);
- (d) Clause E2 (Liability);
- (e) Clauses F1 (Intellectual Property), F2 (Confidentiality and Publicity), F3 (Data Protection), F4 (Freedom of Information, Environmental Information and Transparency) and F6 (Record Keeping, Audit Access and Monitoring);
- (f) Clause G3 (Prevention of Prohibited Acts, Fraud, Bribery and Corruption);
- (g) Clause G5 (TUPE, Pensions and Re-Tendering); and
- (h) Clauses H5 (Severance), H11 (Non-Solicitation) and H12 (Governing Law and Jurisdiction).

PART E – INSURANCE AND LIABILITIES

E1. INSURANCE

- E1.1 The Contractor shall at its own cost effect and maintain, with reputable insurers, the Required Insurances with, as a minimum, the levels of cover set out in the Contract Particulars, from the Commencement Date and for so long as it has any liability to CWM Environmental Ltd. under the Contract. The Motor Trade insurance shall explicitly cover goods vehicles over 7.5 tonnes, including articulated tractor units and trailers, and vehicles in the Contractor's custody or control both at its premises and on the road. The Contractor shall procure that any Sub-Contractor takes out and maintains insurance commensurate with the Required Insurances for the work it performs. This Clause E1.1 shall not affect the Contractor's liability for the acts and omissions of Sub-Contractors under Clause H6.
- E1.2 The Required Insurances shall cover all risks which may be incurred by the Contractor arising out of its performance of the Contract, including death or personal injury and loss of or damage to property (including vehicles and trailers in the Fleet), and shall be for an unlimited number of claims in any one period of insurance.
- E1.3 The Contractor shall give CWM Environmental Ltd., before the Commencement Date, on each renewal and otherwise on request, copies of the insurance policies or schedules comprising the Required Insurances, or a broker's verification that they are in place, together with evidence of payment of the latest premiums.
- E1.4 If the Contractor fails to effect and maintain the Required Insurances, CWM Environmental Ltd. may make alternative arrangements to protect its interests and may recover the cost of those arrangements from the Contractor.
- E1.5 The terms of any insurance shall not relieve the Contractor of any of its liabilities under the Contract.
- E1.6 The Contractor shall at all times take reasonable steps to minimise and mitigate any loss for which CWM Environmental Ltd. is entitled to bring a claim against the Contractor.
- E1.7 The Contractor shall not take any action, fail to take any reasonable action or permit anything to occur which would entitle any insurer to refuse to pay any claim under any policy maintained under Clause E1.1, and shall notify CWM Environmental Ltd. immediately if any Required Insurance is cancelled, suspended, not renewed or materially reduced.
- E1.8 Self-insurance shall not be accepted unless previously authorised in writing by CWM Environmental Ltd.
- E1.9 CWM Environmental Ltd. may, acting reasonably, require the minimum levels of insurance to be revised on review, and any resulting change shall be dealt with under Clause H1 (Contract Variation).
- E1.10 Failure by the Contractor to comply with its obligations under this Clause E1 shall be a material breach of the Contract, and CWM Environmental Ltd. may terminate the Contract under Clause D3 or Clause D5.1(i).

E2. LIABILITY

- E2.1 Nothing in the Contract shall limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

- E2.2 Subject to Clause E2.1, the Contractor's total aggregate liability in respect of the indemnities in Clauses C2.2 (VAT), C5 (Taxation, National Insurance and Employment Liabilities), F1.5 (Intellectual Property), F3 and Schedule 5 (Data Protection) (in each case whether before or after the making of a demand under them) shall be unlimited.
- E2.3 The Contractor shall indemnify and keep indemnified CWM Environmental Ltd. in full against all claims, proceedings, actions, damages, costs, expenses and other liabilities howsoever arising out of, or in consequence of, the supply, or late or purported supply, of the Services, the performance or non-performance by the Contractor or Staff of their obligations under the Contract, or the presence of the Contractor or Staff on the Premises, including in respect of death or personal injury, loss of or damage to property (including vehicles and trailers in the Fleet), fines or penalties imposed on CWM Environmental Ltd. or its drivers as a result of defective workmanship, or any other loss caused directly or indirectly by any act or omission of the Contractor or Staff. The Contractor shall not be responsible for any injury, loss, damage, cost or expense to the extent that it is caused by the negligence or wilful misconduct of CWM Environmental Ltd. or by its breach of the Contract.
- E2.4 Subject to Clauses E2.1 and E2.3, the aggregate liability of CWM Environmental Ltd. to the Contractor for all claims, losses or damages, whether arising in tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Contract shall be limited to the amount paid to the Contractor for the Services in the previous Contract Year or, if there is no previous Contract Year, the amount paid in the current Contract Year.
- E2.5 Subject to Clause E2.6, in no event shall either Party be liable to the other for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue; or
 - (d) loss of or damage to goodwill.
- E2.6 CWM Environmental Ltd. may, among other things, recover as a direct loss:
- (a) any additional operational and/or administrative expenses, including fines and the cost of hiring replacement vehicles, arising from the Contractor's Default;
 - (b) any wasted expenditure or charges rendered unnecessary and/or incurred by CWM Environmental Ltd. arising from the Contractor's Default; and
 - (c) the additional cost of any replacement services for the remainder of the Contract Period following termination of the Contract as a result of the Contractor's Default.
- E2.7 The Contractor shall fully indemnify and keep CWM Environmental Ltd. fully indemnified at all times against any liability arising under this Clause E2 which is Uninsurable.
- E2.8 Nothing in the Contract shall impose any liability on CWM Environmental Ltd. in respect of any liability incurred by the Contractor to any other person, but this shall not exclude or limit any liability of CWM Environmental Ltd. to the Contractor that may arise in Law by virtue of a breach of the Contract or negligence on the part of CWM Environmental Ltd. or its employees, servants or agents.
- E2.9 The Contractor shall be responsible to CWM Environmental Ltd. for the acts or omissions of Staff and any Sub-Contractor as if they were the acts or omissions of the Contractor.

PART F – PROTECTION OF INFORMATION

F1. INTELLECTUAL PROPERTY

- F1.1 CWM Environmental Ltd. shall retain ownership of all its Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, schedules or other material provided to the Contractor by CWM Environmental Ltd.
- F1.2 Any Intellectual Property Rights in Works created as a result of the Services (including inspection records, defect reports, brake test results, job cards and other vehicle records) shall vest in CWM Environmental Ltd. on creation, unless the Authorised Officer has given Approval otherwise. This Clause F1.2 does not transfer to CWM Environmental Ltd. any rights in the Contractor's pre-existing software, portal or systems.
- F1.3 The Contractor grants, or shall procure the direct grant, to CWM Environmental Ltd. (at no cost) of a perpetual, royalty-free, irrevocable and non-exclusive licence to use any of the Contractor's Intellectual Property Rights embodied in the Works for any purpose relating to the business of CWM Environmental Ltd., provided that this licence shall not extend to the commercial exploitation of the Contractor's Intellectual Property Rights. The licence includes the right to sub-license to a third party (including any Replacement Contractor or any party invited to tender for replacement services).
- F1.4 The Contractor shall obtain all necessary approvals before using any material in the performance of the Contract which is or may be subject to third-party Intellectual Property Rights.
- F1.5 The Contractor shall indemnify CWM Environmental Ltd. against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services, except to the extent caused by or contributed to by CWM Environmental Ltd.'s acts or omissions.
- F1.6 On the termination or expiry of the Contract, the Contractor shall, at the request of CWM Environmental Ltd., immediately return to CWM Environmental Ltd. all materials, work or records held in relation to the Services, including any back-up media, and shall ensure that CWM Environmental Ltd. can continue to access and download its records from any portal for not less than three (3) Months after the end of the Contract Period.

F2. CONFIDENTIALITY AND PUBLICITY

- F2.1 Subject to Clause F2.2, each Party shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent its Staff, Sub-Contractors and representatives from disclosing it to any person, both during the Contract Period and for a period of six (6) years following its termination or expiry.
- F2.2 Clause F2.1 shall not apply to any disclosure of information:
- (a) required by any applicable Law (including the Procurement Act), provided that Clause F4 shall apply to any disclosure required under the FOIA or the EIR;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Contract;
 - (c) that is reasonably required by CWM Environmental Ltd. for the purposes of its business, including disclosure to its Board, shareholder, auditors, insurers and professional advisers, to the DVSA or the Traffic Commissioner, or to any Replacement Contractor;
 - (d) where a Party can demonstrate that the information is already generally available and in the public domain otherwise than as a result of a breach of Clause F2.1;

- (e) to enable a determination to be made under Clause D7 (Dispute Resolution Procedure);
- (f) which is already lawfully in the possession of the receiving Party before its disclosure by the disclosing Party, and in respect of which the receiving Party is not under any obligation of confidence; or
- (g) in respect of which the disclosing Party has given its prior written consent to disclosure.

- F2.3 On or before the expiry of the Contract, the Contractor shall ensure that all documents and computer records in its possession, custody or control which contain Confidential Information of CWM Environmental Ltd. or Personal Data are delivered up to CWM Environmental Ltd. and, where applicable and with Approval, undergo Certified Data Wiping, subject to any retention required by Law.
- F2.4 The Contractor shall not make any press announcement or publicise the Contract in any way (including on social media or its website) without Approval.
- F2.5 CWM Environmental Ltd. shall be entitled to publicise the Contract in accordance with any legal obligation, including under the Procurement Act, the FOIA or the EIR, or in connection with any examination of the Contract by the Auditor.
- F2.6 The Contractor shall not do anything, or cause anything to be done, which may damage the reputation of CWM Environmental Ltd. or bring CWM Environmental Ltd. into disrepute.

F3. DATA PROTECTION

- F3.1 The Parties acknowledge that the provision of the Services may involve the Processing of Personal Data (for example, driver names and contact details, driver defect reports and tachograph data), and that, for the purposes of the Data Protection Legislation, CWM Environmental Ltd. is the Controller and the Contractor is the Processor.
- F3.2 The Contractor shall (and shall ensure that any Sub-Contractor or other third party shall) comply at all times with the Data Protection Legislation and the obligations of a Processor in respect of Personal Data, and shall not perform its obligations under this Contract in such a way as to cause CWM Environmental Ltd. to breach its obligations under the Data Protection Legislation.
- F3.3 Schedule 5 (Data Processing Agreement) shall apply and shall be signed by the Parties at the same time as this Contract.
- F3.4 Where, during the Contract Period, it is identified that the Parties are joint controllers of any Personal Data, the Parties shall agree in writing the arrangements required by the Data Protection Legislation in accordance with Clause H1.
- F3.5 Failure by the Contractor to comply with its obligations under this Clause F3 or Schedule 5 shall be a material breach of the Contract, and CWM Environmental Ltd. may terminate the Contract with immediate effect by written notice under Clause D5.1(h).

F4. FREEDOM OF INFORMATION, ENVIRONMENTAL INFORMATION AND TRANSPARENCY

- F4.1 The Contractor acknowledges that CWM Environmental Ltd. may be subject to the requirements of the FOIA and the EIR and to transparency obligations under the Procurement Act. The Contractor shall:
- (a) provide all necessary assistance and co-operation reasonably requested by CWM Environmental Ltd. to enable it to comply with those obligations;

- (b) transfer to CWM Environmental Ltd. all Requests for Information relating to this Contract that it receives as soon as practicable, and in any event within two (2) Working Days of receipt;
- (c) provide CWM Environmental Ltd. with a copy of all Information belonging to CWM Environmental Ltd. requested in a Request for Information which is in its possession or control, in the form that CWM Environmental Ltd. requires, within five (5) Working Days (or such other period as CWM Environmental Ltd. may reasonably specify) of CWM Environmental Ltd.'s request; and
- (d) not respond directly to a Request for Information without Approval.

F4.2 The Contractor acknowledges that CWM Environmental Ltd. may be required under the FOIA, the EIR or the Procurement Act to disclose or publish information (including Confidential Information) without consulting or obtaining the consent of the Contractor. CWM Environmental Ltd. shall take reasonable steps to notify the Contractor of a Request for Information, in accordance with the Code of Practice issued under section 45 of the FOIA, to the extent that it is permissible and reasonably practical to do so, but (notwithstanding any other provision of this Contract) CWM Environmental Ltd. shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure. CWM Environmental Ltd. shall have regard to the Schedule of Exempt Information submitted with the Tender.

F5. DISCRIMINATION

- F5.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or any other Law relating to discrimination (whether on grounds of race, sex, religion or belief, disability, sexual orientation, age or otherwise).
- F5.2 The Contractor shall take all reasonable steps to secure the observance of this Clause F5 by its Staff.

F6. RECORD KEEPING, AUDIT ACCESS AND MONITORING

- F6.1 The Contractor shall keep and maintain, until six (6) years after the end of the Contract Period (or such longer period as may be agreed between the Parties or required by Law), full and accurate records and accounts of the operation of the Contract, including the Services provided under it and the amounts paid by CWM Environmental Ltd. Records required by CWM Environmental Ltd. to meet its DVSA record-keeping obligations shall in any event be kept for not less than fifteen (15) Months and provided in accordance with paragraph 5 of the Specification.
- F6.2 The Contractor shall keep the records and accounts referred to in Clause F6.1 in accordance with good accountancy practice.
- F6.3 The Contractor shall on request afford CWM Environmental Ltd., its representatives, the Auditor and any Regulatory Body (including the DVSA) such access to those records and accounts as may be required from time to time.
- F6.4 The Contractor shall provide such records and accounts (together with copies of its published accounts) as are requested under this Clause F6 during the Contract Period and for a period of six (6) years after its end.
- F6.5 CWM Environmental Ltd. may carry out a compliance audit of the Contractor at least annually in accordance with paragraph 6.4 of the Specification, which may include staffing levels, staff turnover, qualifications and training records, Equipment calibration and record-keeping. CWM Environmental Ltd. shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

- F6.6 The Contractor shall on demand provide the Auditor and/or representatives of CWM Environmental Ltd. with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested within the scope of the audit;
 - (b) reasonable access to the Delivery Site and any other sites controlled by the Contractor, and to the Equipment used in the provision of the Services; and
 - (c) access to Staff.
- F6.7 The Parties shall bear their own costs and expenses incurred in complying with this Clause F6, unless the audit reveals a material Default by the Contractor, in which case the Contractor shall reimburse CWM Environmental Ltd. for its reasonable costs incurred in relation to the audit.
- F7. REPLACEMENT OF CORRUPTED DATA**
- F7.1 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract (including vehicle records) is lost or so degraded as to be unusable, the Contractor shall be liable for the cost of reconstituting that data and shall reimburse CWM Environmental Ltd. in respect of any charge levied for its transmission and any other costs charged in connection with the Default.

PART G – OBLIGATIONS INCLUDING STATUTORY OBLIGATIONS

G1. HEALTH AND SAFETY

- G1.1 The Contractor shall comply, and shall procure that all Staff comply, with all health and safety legislation in force and with any health and safety policies of CWM Environmental Ltd. supplied by the Authorised Officer.

G2. CORPORATE REQUIREMENTS

- G2.1 Where identified to the Contractor as relevant to the Contract, the Contractor shall comply, and shall ensure that Staff comply, with the relevant policies of CWM Environmental Ltd. relating to:
- (a) equality, diversity and social value;
 - (b) health and safety;
 - (c) safeguarding;
 - (d) sustainability;
 - (e) information security;
 - (f) whistleblowing and confidential reporting;
 - (g) all site rules relevant to the performance of the Services;
 - (h) modern slavery; and
 - (i) the prevention of bribery by persons associated with CWM Environmental Ltd. and by persons associated with contractors delivering services to CWM Environmental Ltd.
- G2.2 Where section 54 of the Modern Slavery Act 2015 applies to the Contractor, it shall comply with its reporting requirements throughout the Contract Period.

G3. PREVENTION OF PROHIBITED ACTS, FRAUD, BRIBERY AND CORRUPTION

- G3.1 The Contractor:

- (a) shall not, and shall procure that the Staff shall not, in connection with this Contract, commit a Prohibited Act; and
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by CWM Environmental Ltd., or of any agreement to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to CWM Environmental Ltd. before the execution of this Contract.
- G3.2 The Contractor shall have, and shall enforce where appropriate, a policy or policies (which shall be disclosed to CWM Environmental Ltd. on request) to prevent any Staff from committing a Prohibited Act.
- G3.3 The Contractor warrants that it has not paid, and has not agreed to pay, any commission to any employee or representative of CWM Environmental Ltd., whether by itself or on its behalf.
- G3.4 If any breach of this Clause G3 is suspected or known, the Contractor shall notify CWM Environmental Ltd. immediately.
- G3.5 If the Contractor notifies CWM Environmental Ltd. that it suspects or knows that there may be a breach of this Clause G3, the Contractor shall respond promptly to CWM Environmental Ltd.'s enquiries, co-operate with any investigation, and allow CWM Environmental Ltd. to audit its books, records and any other relevant documents. This obligation shall continue for six (6) years following the expiry or termination of this Contract.
- G3.6 The Contractor shall:
 - (a) if requested, provide CWM Environmental Ltd. with any reasonable assistance, at CWM Environmental Ltd.'s reasonable cost, to enable it to perform any activity required by any relevant Regulatory Body, government or agency for the purpose of compliance with the Bribery Act 2010; and
 - (b) within fifteen (15) Working Days of the Commencement Date, and annually thereafter, certify to CWM Environmental Ltd. in writing (signed by an officer of the Contractor) compliance with this Clause G3 by the Contractor and all persons associated with it or supplying goods or services in connection with this Contract, and provide such supporting evidence as CWM Environmental Ltd. may reasonably request.
- G3.7 CWM Environmental Ltd. may terminate this Contract by written notice with immediate effect if the Contractor or its Staff (whether or not acting with the Contractor's knowledge) breach any provision of this Clause G3.
- G3.8 Any notice of termination under Clause G3.7 must specify:
 - (a) the nature of the Prohibited Act;
 - (b) the identity of the party whom CWM Environmental Ltd. believes has committed the Prohibited Act; and
 - (c) the date on which this Contract will terminate.
- G3.9 Notwithstanding Clause D7 (Dispute Resolution Procedure), any Dispute relating to the interpretation of this Clause G3 or the amount or value of any gift, consideration or commission shall be determined by CWM Environmental Ltd., and its decision shall be final and conclusive.
- G3.10 Any termination under this Clause G3 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to CWM Environmental Ltd.

- G3.11 If there is any breach of this Clause G3 by the Contractor, CWM Environmental Ltd. may report the incident to the relevant Regulatory Body.

G4. LAW AND CHANGE IN LAW

- G4.1 The Contractor shall comply at all times with the Law in its performance of the Contract.
- G4.2 If a Change in Law which was not reasonably foreseeable at the Commencement Date has a direct effect on the Contractor's costs of providing the Services, the Contractor may notify CWM Environmental Ltd. in writing of the full implications of the Change in Law, how it will affect the Contract Price, and request a price change, supported by evidence.
- G4.3 If a request under Clause G4.2 is refused or is not acted on by CWM Environmental Ltd. within seven (7) Working Days of notification, the Contractor may request a meeting, and the Parties shall meet within ten (10) Working Days of the request to discuss in good faith the implications of the Change in Law. If the Parties have not agreed the occurrence or the impact of the Change in Law within ten (10) Working Days of that meeting, the Parties shall follow the procedure in Clause D7 (Dispute Resolution Procedure).
- G4.4 Any agreed additional sums payable as a result of this Clause G4 shall result in an amended Contract Price, provided that the variation is made in accordance with Clause H1 (Contract Variation). Nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs. For the avoidance of doubt, general inflation, changes in labour costs or changes in the cost of Parts shall not constitute a Change in Law.

G5. TUPE, PENSIONS AND RE-TENDERING

- G5.1 The Parties do not consider that TUPE applies on the commencement of this Contract. On the expiry or termination of this Contract, or whenever reasonably requested by CWM Environmental Ltd. in preparation for re-tendering, the Contractor shall provide CWM Environmental Ltd., at no cost, with such assistance and information as CWM Environmental Ltd. (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Services and the Staff, including (where relevant) employee liability information as required under Regulation 11 of TUPE.
- G5.2 The Contractor authorises CWM Environmental Ltd. to pass any information supplied under Clause G5.1 to any Replacement Contractor or potential Replacement Contractor, and shall secure all necessary consents from relevant employees in order to do so.
- G5.3 The Contractor shall keep CWM Environmental Ltd. and any Replacement Contractor indemnified in full against all liabilities arising directly or indirectly in connection with any breach of this Clause G5, or any inaccuracy in or omission from the information provided.

PART H – GENERAL PROVISIONS

H1. CONTRACT VARIATION

- H1.1 No variation to the Contract is valid unless it is in writing and signed by CWM Environmental Ltd. and the Contractor, save for changes to the Fleet made in accordance with Clause B15.
- H1.2 CWM Environmental Ltd. may issue to the Contractor in writing a variation request requiring the addition, suspension, reduction or cessation of any Services and/or the provision of Services in an emergency.

- H1.3 Until a variation is made in accordance with this Clause H1, the Parties shall, unless otherwise agreed in writing, continue to perform the Contract in accordance with its terms before the variation.
- H1.4 Any discussions between the Parties in connection with a variation request or recommendation before the authorisation of a resulting variation shall be without prejudice to the rights of either Party.
- H1.5 Any variation to the Contract shall comply with the following principles:
- (a) it shall be within the scope and nature of the possible modifications, options and conditions of use stated in the Specification (including paragraph 4.11) and the Contract;
 - (b) it shall not alter the overall nature of the Services or the Contract; and
 - (c) it shall be permitted under section 74 of, and Schedule 8 to, the Procurement Act 2023 (where relevant), and CWM Environmental Ltd. may publish any contract change notice required by the Procurement Act.
- H1.6 The Contractor shall notify CWM Environmental Ltd. of the proposed charge for effecting a requested variation, calculated in accordance with, and pro rata to, the rates in the Pricing Schedule.
- H1.7 If the Contractor is unable to provide the variation, or the Parties are unable to agree a change to the Contract Price, CWM Environmental Ltd. may:
- (a) agree that the Parties continue to perform their obligations under the Contract without the variation; or
 - (b) where the variation is necessary to meet CWM Environmental Ltd.'s operational or legal requirements, terminate the Contract (in whole or in part) with immediate effect.
- H1.8 If the Parties agree a variation, the Contractor shall carry it out and be bound by the same provisions, so far as applicable, as though it were stated in the Contract.
- H1.9 Notwithstanding any other provision of this Clause H1, CWM Environmental Ltd. may decide in its absolute discretion, acting reasonably, that instead of processing a variation it will terminate the Contract under Clause D5.1(e).

H2. RIGHTS AND REMEDIES

- H2.1 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by Law.

H3. THIRD PARTY RIGHTS

- H3.1 A person who is not a 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.
- H3.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

H4. WAIVER

- H4.1 A failure or delay by a Party to exercise any right or remedy provided under this Contract or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict its further exercise.
- H4.2 A waiver of any right or remedy under this Contract or by Law is only effective if given in writing and served in accordance with Clause A5, and shall not be deemed a waiver of any subsequent breach or default.

H5. SEVERANCE

- H5.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause H5 shall not affect the validity and enforceability of the rest of this Contract.

H6. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

- H6.1 The Contractor shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without Approval. CWM Environmental Ltd. will not unreasonably withhold Approval to the sub-contracting of specialist work of the kind described in paragraph 4.9 of the Specification (for example hydraulics, tail lifts, refrigeration units, tachograph calibration or brake testing).
- H6.2 Where CWM Environmental Ltd. has given Approval to the placing of Sub-Contracts, copies of each Sub-Contract (and any additional information requested by CWM Environmental Ltd. about the Sub-Contractor) shall be supplied to CWM Environmental Ltd. as soon as reasonably practicable following a request.
- H6.3 Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract. The Contractor shall be responsible for the acts and omissions of its Sub-Contractors as though they were its own, including the quality, timeliness and records of all sub-contracted work.
- H6.4 CWM Environmental Ltd. shall have the absolute right to require the Contractor to replace a Sub-Contractor for any reason, whether or not there are grounds for doing so, including where the Sub-Contractor is an excluded or excludable supplier within the meaning of the Procurement Act.
- H6.5 CWM Environmental Ltd. may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part of it to:
- (a) any body established by the Crown or under statute to perform substantially any of the functions previously performed by CWM Environmental Ltd.;
 - (b) any private sector body which substantially performs the functions of CWM Environmental Ltd.;
 - (c) any other body established by or associated with CWM Environmental Ltd. to perform substantially any of the functions previously performed by CWM Environmental Ltd.; or
 - (d) any person, as required by Law,

provided that any such assignment, novation or other disposal shall not unreasonably increase the burden of the Contractor's obligations under the Contract.

- H6.6 The Contractor shall not sub-contract the whole or substantially the whole of the Services.
- H6.7 In respect of Sub-Contractors:
- (a) before the Commencement Date, the Contractor shall notify CWM Environmental Ltd. of the name, contact details and legal representatives of each Sub-Contractor and the work each will perform;
 - (b) the Contractor shall notify CWM Environmental Ltd. promptly of any change to the information notified under Clause H6.7(a), including any change to the Sub-Contractors engaged in the provision of the Services, and shall obtain Approval for any new Sub-Contractor;

- (c) the Contractor shall impose obligations on each Sub-Contractor in the same terms as those imposed on it under this Contract (so far as relevant to the sub-contracted work), including Clause C3.5, and shall procure that the Sub-Contractor complies with them; and
- (d) the Contractor shall ensure that each Sub-Contractor holds the licences, approvals, calibrated equipment and insurances relevant to the sub-contracted work.

H7. FORCE MAJEURE

- H7.1 Provided it has complied with the remaining provisions of this Clause H7, neither Party (the **Affected Party**) shall be liable for failure to perform its obligations under the Contract if such failure results from a Force Majeure Event.
- H7.2 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely duration and its effect on the Affected Party's ability to perform its obligations under the Contract; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event, including (in the case of the Contractor) by invoking its Business Continuity Plan.
- H7.3 CWM Environmental Ltd. may, in whole or in part, suspend the delivery of the Services until the Force Majeure Event has ceased, and may make alternative arrangements for any affected Services during that period. Such suspension shall not give rise to any claim by the Contractor against CWM Environmental Ltd., nor entitle the Contractor to terminate the Contract.
- H7.4 If a Force Majeure Event prevents the Affected Party from performing its obligations under the Contract in any material respect for a continuous period of sixty (60) days, either Party may, without prejudice to any accrued rights or remedies, terminate the Contract by written notice to the other Party with immediate effect.

H8. DISRUPTION AND BUSINESS CONTINUITY

- H8.1 The Contractor shall take reasonable care to ensure that, in the performance of its obligations under the Contract, it does not disrupt the operations of CWM Environmental Ltd., its employees or any other contractor employed by CWM Environmental Ltd.
- H8.2 The Contractor shall immediately inform CWM Environmental Ltd. of any actual or potential industrial action, whether by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H8.3 The Contractor shall (and shall ensure that any Sub-Contractor shall) have in place throughout the Contract Period a Business Continuity Plan meeting the requirements of paragraph 6.3 of the Specification, which identifies the backup workshop or sub-contract capacity it will use. The Contractor shall provide its Business Continuity Plan to CWM Environmental Ltd. before the Commencement Date, on request, and at least annually, and shall keep it under review and up to date.
- H8.4 On the occurrence of a Business Continuity Event, the Contractor shall notify CWM Environmental Ltd. immediately and shall invoke its Business Continuity Plan (or shall do so when required by CWM Environmental Ltd.), so that no Safety Inspection, brake test, Annual Test or tachograph calibration due on the Fleet is missed.

H9. CONFLICT OF INTEREST

- H9.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where (in the reasonable opinion of CWM Environmental

Ltd.) there is or may be an actual or potential conflict between the pecuniary or personal interests of the Contractor or Staff and the duties owed to CWM Environmental Ltd. under the Contract.

H9.2 The Contractor shall promptly notify CWM Environmental Ltd. (and provide full particulars) if any conflict referred to in Clause H9.1 arises or is reasonably foreseeable.

H9.3 CWM Environmental Ltd. may terminate the Contract immediately by written notice to the Contractor, and/or take such other steps as it considers necessary, where in its reasonable opinion there is or may be an actual or potential conflict between the pecuniary or personal interests of the Contractor and the duties owed to CWM Environmental Ltd. under the Contract. The actions of CWM Environmental Ltd. under this Clause H9.3 shall not prejudice any right of action or remedy which has accrued or shall accrue to CWM Environmental Ltd.

H10. COSTS AND EXPENSES

H10.1 Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

H11. NON-SOLICITATION

H11.1 For the duration of the Contract and for a period of twelve (12) months thereafter, neither CWM Environmental Ltd. nor the Contractor shall, without the other Party's prior written consent:

- (a) employ or offer employment to any of the other Party's staff who have been associated with the procurement, the provision or the contract management of the Services; or
- (b) assist or procure any third party to employ or offer employment contrary to this Clause H11.1,

provided that this Clause H11.1 shall not prevent either Party from employing any person who responds to a general recruitment advertisement not specifically targeted at the other Party's staff.

H12. GOVERNING LAW AND JURISDICTION

H12.1 This 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 the laws of England and Wales, as applied in Wales.

H12.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

PART I – WELL-BEING OF FUTURE GENERATIONS

I1. WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015

I1.1 The Contractor acknowledges that CWM Environmental Ltd. wishes to contribute to the well-being goals in the Well-being of Future Generations (Wales) Act 2015 and to consider how the services it procures improve the economic, social and environmental well-being of the area in which it operates.

I1.2 The Contractor shall ensure that, in providing the Services, it improves the economic, social and environmental well-being of the area in which CWM Environmental Ltd. operates in accordance with the requirements of the Specification (including paragraph 9) and the commitments in its Tender, and shall report on its progress in accordance with Clause B7.2.

EXECUTION

This Contract has been entered into on the date stated at the beginning of it and is executed under hand by the duly authorised representatives of the Parties.

Signed for and on behalf of CWM ENVIRONMENTAL LTD.	Signed for and on behalf of [CONTRACTOR]
Signature: Name: Position: Date:	Signature: Name: Position: Date:
Signature: Name: Position: Date:	Signature: Name: Position: Date:

SCHEDULE 1 – SERVICE SPECIFICATION

Schedule 1 reproduces Volume 2 (Service Specification) of the Invitation to Tender, reference FVSR2 2026. Paragraph references in these Clauses to the Specification are to the paragraphs below. Where Volume 2 is amended by clarification during the tender period, the amended text shall be incorporated here on award.

SPECIFICATION – FLEET VEHICLE SERVICING, REPAIR AND MAINTENANCE

1. PREAMBLE

- 1.1 CWM Environmental Ltd. is a waste management and circular economy company based in Carmarthenshire, providing services to both domestic and commercial customers. Its operations include materials recycling, household waste recycling centres, composting (including the Merlin's Magic Compost brand), commercial waste collections, skip hire through CWM Skips, and reuse through Canolfan Eto (Reuse Village).
- 1.2 To operate these services safely and efficiently, CWM Environmental Ltd. requires a reliable, value-for-money contractor to undertake the servicing, inspection, testing, repair and maintenance of its heavy goods vehicle fleet and trailers, together with a small number of associated commercial vehicles of 7.5 tonnes and below (the **Services**), for an initial period of three (3) years, with the option (at CWM Environmental Ltd.'s sole discretion) to extend for a further one (1) year.
- 1.3 The Fleet currently consists of the following vehicles and trailers:

Vehicle / trailer type	Current number
Articulated tractor units	12
Walking floor trailers	12
Tanker	1
Bulker	1
Food waste trailers	2
Ejector trailer	1
Hook loaders	5
Hook loader trailers	3
Curtain-sided trailers	2
Refuse collection vehicles	2
Skip lorries	3
Gully suckers	3
Box lorry (7.5 tonnes)	1
Box van (3.5 tonnes)	1

- 1.4 All vehicles in the Fleet are currently eight years old or younger. Articulated tractor units typically cover between 80,000 and 100,000 miles per year. Full details, including registrations, makes, models and inspection due dates, are provided in Additional Information 1 – Vehicle Schedule and Additional Information 2 – Vehicle Service Planner.
- 1.5 CWM Environmental Ltd. anticipates that the size and composition of the Fleet will change during the Contract Period, including the addition of further articulated tractor units, walking floor trailers and commercial collection vehicles. No guarantee is given as

to the timing or extent of any change. Any change to the Fleet will be managed in accordance with paragraph 4.11.

- 1.6 Vehicles which are leased or hired by CWM Environmental Ltd. and which are maintained by the leasing or hire company are excluded from the Services unless added in accordance with paragraph 4.11.

2. DEFINITIONS

- 2.1 Words and expressions to which meanings are assigned in the Contract will have the same meaning in this Specification. In addition, except where the context otherwise requires, the following expressions have the meanings given below:

Term	Meaning
“Annual Test”	the statutory annual roadworthiness test (MOT) for heavy goods vehicles and trailers conducted at an Authorised Testing Facility.
“Authorised Testing Facility” or “ATF”	a site authorised by the DVSA to conduct Annual Tests.
“Delivery Site”	the Contractor’s workshop premises at which the Services will be undertaken, which must be located within a fifteen (15) mile radius of Cross Hands, Carmarthenshire.
“DVSA”	the Driver and Vehicle Standards Agency.
“Fleet”	the vehicles and trailers described in paragraph 1.3 and Additional Information 1 – Vehicle Schedule, as amended from time to time in accordance with paragraph 4.11.
“Operating Area”	the counties of Carmarthenshire, Ceredigion, Pembrokeshire, Swansea and Neath Port Talbot, including the public highway and all CWM Environmental Ltd. sites within them.
“CWM Sites”	CWM Environmental Ltd.’s operational sites, namely: Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen SA32 8BG Trostre Industrial Estate, Llanelli, Carmarthenshire SA14 9UU Trapp Road, Wern Ddu, Ammanford, Carmarthenshire SA18 2UR Mart Site, Whitland, Carmarthenshire SA34 0AE
“Normal Working Hours”	07:00 to 16:30, Monday to Friday, excluding bank holidays.
“Out of Hours”	any time outside Normal Working Hours.
“Safety Inspection”	a periodic preventative maintenance inspection (PMI) carried out in accordance with the DVSA Guide to Maintaining Roadworthiness and CWM Environmental Ltd.’s Operator’s Licence undertakings.
“Transport Manager”	the person nominated by CWM Environmental Ltd. as transport manager on its Operator’s Licence, or their nominated deputy.
“Unplanned Repair”	any repair to a vehicle, trailer or associated equipment in the Fleet which is not part of a scheduled Safety Inspection, routine service, Annual Test preparation or tachograph calibration, including repairs following a breakdown or a defect reported by CWM Environmental Ltd.

3. STANDARDS, LEGISLATION AND APPROVALS

- 3.1 The Contractor shall meet or exceed the requirements of the following legislation, guidance and best practice (including any current or future updates) in delivering the Services:

- (a) the DVSA Guide to Maintaining Roadworthiness: commercial goods and passenger carrying vehicles (current edition);
- (b) CWM Environmental Ltd.'s Operator's Licence undertakings, including the Safety Inspection frequency notified by CWM Environmental Ltd. (currently every six weeks);
- (c) the DVSA's guidance on heavy vehicle brake testing best practice;
- (d) the DVSA Approved Tachograph Centre Manual and associated special notices;
- (e) the Road Vehicles (Construction and Use) Regulations 1986 and the Goods Vehicles (Plating and Testing) Regulations 1988;
- (f) the Supply of Goods and Services Act 1982 and, for replacement parts where applicable, the Supply of Machinery (Safety) Regulations 2008; and
- (g) all relevant health and safety legislation, including the Health and Safety at Work etc. Act 1974.

3.2 The Contractor shall hold, and maintain throughout the Contract Period, all licences, registrations, approvals and certifications required to deliver the Services or shall ensure that any approved sub-contractor holds them. This includes, as a minimum, access to a calibrated roller brake tester, Approved Tachograph Centre status (or an approved sub-contract arrangement) and arrangements for presenting vehicles for Annual Test at an ATF.

3.3 The Contractor shall provide the Services from a Delivery Site capable of accommodating articulated tractor units, trailers and rigid heavy goods vehicles.

4. SERVICE SPECIFICATION

4.1 Safety Inspections (6-weekly)

4.1.1 The Contractor shall carry out a Safety Inspection on every vehicle and trailer in the Fleet at the frequency required by CWM Environmental Ltd.'s Operator's Licence undertakings (currently every six weeks), in accordance with the Vehicle Service Planner, starting from the Commencement Date.

4.1.2 Safety Inspections shall be carried out using a DVSA-compliant inspection record and shall include a brake performance assessment in accordance with paragraph 4.2.

4.1.3 Safety Inspections shall be available from 14:00 on Working Days and at weekends, or at such other times as agreed with the Transport Manager, to minimise disruption to CWM Environmental Ltd.'s operations.

4.1.4 Each 6-weekly Safety Inspection shall be completed within **four (4) hours** of the vehicle or trailer arriving at the Delivery Site, unless defects are identified that require further work. Any further work shall be notified to and authorised by the Transport Manager in accordance with paragraph 4.7.

4.1.5 Safety Inspections shall be charged at the fixed prices tendered in the Pricing Schedule (rates P1 to P4), which include the brake performance assessment. Rectification of defects identified at inspection shall be charged at the tendered labour rate plus parts.

4.2 Brake Testing

4.2.1 The Contractor shall carry out a brake performance assessment at every Safety Inspection, in accordance with the DVSA Guide to Maintaining Roadworthiness and the guidance referred to in paragraph 3.1. This shall be a laden roller brake test wherever practicable. Where a laden roller brake test is not practicable, or a trailer is fitted with a suitable electronic brake performance monitoring system, the Contractor shall use the alternative method permitted by the DVSA guidance and shall record the reason and any supporting risk assessment on the inspection record.

4.2.2 Brake performance assessments carried out as part of a Safety Inspection are included in the Safety Inspection price and shall not be charged separately. Rate P5 in the Pricing Schedule applies only to additional brake tests requested by CWM Environmental Ltd. outside a scheduled Safety Inspection (for example, following brake repairs).

4.2.3 Brake test results (including printouts) shall be recorded and provided to CWM Environmental Ltd. with the relevant inspection record. No vehicle or trailer shall be released back into service following a failed brake test until the defect has been rectified and the vehicle or trailer has passed a re-test.

4.3 Annual Test (MOT) Preparation and Presentation

4.3.1 The Contractor shall prepare and present every applicable vehicle and trailer in the Fleet for its Annual Test at an ATF, booked no later than **two (2) weeks** before the expiry of the current test certificate.

4.3.2 CWM Environmental Ltd. expects every vehicle and trailer to pass its Annual Test at the first presentation. Where a vehicle or trailer fails due to a defect that should reasonably have been identified and rectified during preparation, the Contractor shall rectify the defect at no labour cost to CWM Environmental Ltd. and shall bear the cost of any re-test.

4.3.3 Annual Test preparation and presentation shall be charged at the fixed prices tendered in the Pricing Schedule. DVSA test fees shall be recharged at cost without mark-up.

4.4 Tachograph Inspection and Calibration

4.4.1 The Contractor shall carry out (or arrange through an Approved Tachograph Centre) the inspection and calibration of tachographs on all applicable vehicles at the intervals required by law, and whenever required following a repair, component replacement or tyre change that affects calibration.

4.4.2 No vehicle shall be released back into service following tachograph work until the tachograph has been correctly calibrated and the calibration plaque updated.

4.5 Lifting Equipment

4.5.1 The Contractor shall carry out repairs to lifting equipment fitted to the Fleet (including hook loader equipment, bin lifts, tail lifts and cranes), including rectification of defects identified in thorough examination reports, at the tendered labour rate plus parts.

4.5.2 Thorough examinations of lifting equipment under the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) are not included in the Services and remain the responsibility of CWM Environmental Ltd.

4.6 Breakdown and Mobile Repair Service

4.6.1 The Contractor shall provide a breakdown and mobile repair service covering all vehicles and trailers in the Fleet, during Normal Working Hours and Out of Hours.

4.6.2 The Contractor shall provide a telephone number for reporting breakdowns during Normal Working Hours and an Out of Hours emergency contact (see paragraph 8.1). A single 24-hour telephone number, answered by a person who is able to agree a plan and arrange attendance by a technician, is **desirable but not mandatory**. Any such arrangement offered will be taken into account in the evaluation of quality question Q3 and, if offered, will form part of the Contractor's obligations under the Contract.

4.6.3 The Contractor shall attend all breakdowns within **90 minutes** of being notified by CWM Environmental Ltd., at any CWM Site or anywhere within the Operating Area (whether on or off the public highway).

4.6.4 The Contractor shall provide at least one suitably equipped mobile workshop vehicle for roadside and on-site repairs. Where a breakdown requires specialist attention, the

Contractor shall still attend within 90 minutes to assess the vehicle, make it safe and agree a recovery or repair plan with the Transport Manager.

- 4.6.5 Breakdown attendance shall be charged at the fixed call-out charge tendered in the Pricing Schedule plus the tendered labour rate for time spent on the repair. Where recovery of a vehicle is required, recovery shall be arranged by the Contractor and charged as agreed.

4.7 Vehicle and Equipment Repairs

- 4.7.1 In addition to the Services in paragraphs 4.1 to 4.6, the Contractor shall carry out all other repairs to vehicles, trailers and associated equipment in the Fleet as required from time to time.
- 4.7.2 Before carrying out any repair (other than making a vehicle safe following a breakdown), the Contractor shall provide the Transport Manager with an estimate of the cost and the expected return-to-service time. All repairs shall not proceed without the Transport Manager's written approval (email is acceptable).
- 4.7.3 Each Unplanned Repair shall be completed within the agreed time of the vehicle or trailer being presented, for all vehicle sizes, unless the nature of the fault or the availability of Parts prevents this. In that case, the Contractor shall agree an estimated completion time with the Transport Manager when providing the estimate under paragraph 4.7.2 and shall complete the repair within the agreed time.
- 4.7.4 The Contractor shall prioritise work so as to return vehicles to service as quickly as possible, keep the Transport Manager informed of progress and notify any delay as soon as it becomes apparent.

4.8 Vehicle Parts

- 4.8.1 The Contractor shall source, supply and fit all new and used parts required to maintain the Fleet in, or restore it to, good working order (**Parts**). Parts may be original equipment manufacturer (OEM) parts or equivalent-quality parts that meet or exceed the original equipment specification.
- 4.8.2 Parts shall be charged at net invoice cost plus the percentage mark-up tendered in the Pricing Schedule. Delivery charges may be recharged at cost. CWM Environmental Ltd. may request copies of supplier invoices to verify Parts costs.
- 4.8.3 Used or reconditioned Parts shall only be fitted with the prior written approval of the Transport Manager.
- 4.8.4 Faulty or failed Parts shall be replaced at no cost to CWM Environmental Ltd. in accordance with the Contractor's obligations under the Contract and the Supply of Goods and Services Act 1982.
- 4.8.5 CWM Environmental Ltd. reserves the right to purchase Parts directly from a main dealer or other supplier and to require the Contractor to fit them at the tendered labour rate.

4.9 Sub-contracting

- 4.9.1 The Contractor may sub-contract specialist work (for example hydraulics, tail lifts, refrigeration units, tachograph calibration or brake testing) with the prior approval of CWM Environmental Ltd. in accordance with Clause H6 of the Contract. The Contractor shall remain fully responsible for all sub-contracted work, including its quality, timeliness and records.

4.10 Exclusions

- 4.10.1 The Contractor is not required to provide relief or courtesy vehicles.
- 4.10.2 Thorough examinations of lifting equipment under LOLER are excluded from the Services (see paragraph 4.5.2).

- 4.10.3 Vehicles which are leased or hired and maintained by the leasing or hire company are excluded from the Services (see paragraph 1.6).

4.11 Fleet Changes and Expansion

- 4.11.1 All vehicles and trailers in the Fleet will be covered under the Contract. The Contractor shall deliver the Services to any vehicles or trailers added to the Fleet during the Contract Period, and shall accept the removal of vehicles or trailers from the Fleet, in line with CWM Environmental Ltd.'s expansion or contraction.
- 4.11.2 CWM Environmental Ltd. will notify the Contractor in writing of any additions to or removals from the Fleet. Additional vehicles and trailers will be serviced at the rates tendered in the Pricing Schedule for the relevant vehicle category, and the Vehicle Schedule and Vehicle Service Planner will be updated accordingly. Any change which cannot be accommodated in this way shall be dealt with under Clause H1 (Contract Variation) of the Contract.

5. RECORDS, REPORTING AND INVOICING

- 5.1 The Contractor shall keep full, accurate and legible records of all work carried out on the Fleet, including Safety Inspection records, defect reports and rectification details, brake test results, Annual Test results, tachograph calibration records and job cards.
- 5.2 All records shall be provided to CWM Environmental Ltd. electronically on the day the work is completed and in any event within **one (1) Working Day**, in a format agreed with the Transport Manager. The Contractor should provide access to an online portal or equivalent system through which CWM Environmental Ltd. can view and download records. Paper-only records will not be accepted.
- 5.3 CWM Environmental Ltd. retains responsibility for its Operator's Licence compliance records. The Contractor shall ensure that its records enable CWM Environmental Ltd. to meet DVSA record-keeping requirements (including retention for a minimum of 15 months) and shall provide any records requested by CWM Environmental Ltd. or the DVSA promptly.
- 5.4 The Contractor shall maintain a shared scheduling calendar with CWM Environmental Ltd., showing all Safety Inspections, brake tests, Annual Tests and tachograph calibrations for at least the following twelve (12) months, and shall update it whenever bookings change.
- 5.5 Invoices shall be submitted electronically, shall quote CWM Environmental Ltd.'s purchase order number and shall be itemised by vehicle registration (or fleet number), date and job reference, showing labour hours, the fixed price or rate applied, and Parts at net cost with mark-up shown separately.

6. WORKFORCE RESILIENCE AND BUSINESS CONTINUITY

- 6.1 The Contractor shall ensure that it has sufficient appropriately qualified and experienced technicians to deliver the Services in full throughout the Contract Period, including during periods of sickness, holidays, peaks in demand and Fleet expansion.
- 6.2 The Contractor shall maintain a workforce plan, including succession planning, training and recruitment arrangements, and shall notify CWM Environmental Ltd. promptly of any change in staffing that may affect delivery of the Services.
- 6.3 The Contractor shall have in place a Business Continuity Plan to ensure that the Services continue to be delivered should a business continuity event occur, including as a minimum: loss of key staff; loss of or damage to the Delivery Site; failure of brake testing or tachograph equipment; and disruption to the supply of Parts. The Business Continuity Plan shall identify the backup workshop or sub-contract capacity the Contractor will use, and shall ensure that no Safety Inspection, brake test, Annual Test or

tachograph calibration due on the Fleet is missed during any such event. The Business Continuity Plan shall be provided to CWM Environmental Ltd. before Contract award (as part of the compliance audit), on request, and at least annually.

- 6.4 CWM Environmental Ltd. may carry out a compliance audit of the Contractor at least annually, which may include staffing levels, staff turnover, qualifications and training records, equipment calibration and record-keeping.

7. MOBILISATION AND TRANSITION

- 7.1 The Contractor shall attend a mobilisation meeting with CWM Environmental Ltd. within two (2) Working Days of Contract award and shall deliver its mobilisation plan so that the full Services are available from the Commencement Date.
- 7.2 The Contractor shall co-operate with CWM Environmental Ltd. and any outgoing service provider to ensure an orderly transition, including the transfer of vehicle records and inspection schedules, so that no Safety Inspection, brake test, Annual Test or tachograph calibration is missed.

8. CONTRACT MANAGEMENT, KEY PERFORMANCE INDICATORS AND REVIEW MEETINGS

- 8.1 The Contractor shall appoint a dedicated Contract Manager, directly employed by the Contractor, who will manage the Contract and be the named point of contact for CWM Environmental Ltd. The Contract Manager shall be directly contactable during Normal Working Hours, and the Contractor shall provide contact details for Out of Hours emergency support.
- 8.2 In addition to the records required under Section 5, the Contractor shall submit a contract management report at least two (2) weeks before each quarterly contract meeting. The report shall cover the previous quarter's work, successes and failures, solutions and resolutions, work completed and outstanding, and the planned work for the following quarter. A report template will be agreed by both Parties and may change as the Services develop. A completed KPI record, in the form of Additional Information 3 – KPI Reporting Template, shall be appended to each report.
- 8.3 Performance will be measured against the following Key Performance Indicators. The Performance Management Period is each quarter of the Contract Period.

KPI	Measure	Target	Reporting
KPI 1	Breakdowns attended within 90 minutes of notification	95%	Quarterly
KPI 2	Safety Inspections completed on or before the scheduled date	100%	Quarterly
KPI 3	6-weekly Safety Inspections completed within 4 hours, excluding authorised additional work	95%	Quarterly
KPI 4	Annual Tests passed at first presentation	99%	Quarterly
KPI 5	Inspection and job records provided electronically within 1 Working Day	98%	Quarterly
KPI 6	Repair estimates and return-to-service times provided within 1 working hour of the vehicle arriving	95%	Quarterly
KPI 7	Invoices accurate, itemised and supported on first submission	98%	Quarterly
KPI 8	Contract management report submitted at least 2 weeks before the quarterly meeting	100%	Quarterly

KPI	Measure	Target	Reporting
KPI 9	Unplanned Repairs completed within the time frame agreed with the Transport Manager of the vehicle being presented, or within the estimated completion time agreed under paragraph 4.7.3	95%	Quarterly

8.4 Contract meetings will be held quarterly throughout the Contract Period. Each meeting will be chaired by the Authorised Officer (or the Transport Manager on their behalf) and will require the attendance of the Contract Manager. The first meeting will be arranged during the first month of the Contract Period.

9. SOCIAL VALUE AND WELL-BEING

9.1 The Contractor shall deliver the social value and well-being commitments set out in its Tender, in accordance with Clause B7 and Clause I1 of the Contract and the Well-being of Future Generations (Wales) Act 2015 and shall report progress against those commitments at the quarterly contract meetings.

SCHEDULE 2 – TENDER

[The Contractor's Tender will be inserted here on award, comprising:]

- (a) the completed Qualification Questionnaire (ESPD – FVSR2 2026), including the Financial Test;
- (b) the Contractor's responses to quality questions Q1 to Q8 (Technical Envelope), including its mobilisation and transition plan (Q7), its breakdown reporting arrangements (Q3) and its social value and well-being commitments (Q8);
- (c) the completed Additional Information 4 – Pricing Schedule (Commercial Envelope);
- (d) the signed Appendices 1 to 4 to Volume 1 (Important Notices and Schedule of Exempt Information, Certificate as to Canvassing, Certificate of Non-Collusive Tender and Tender Certificate) and the Appendix 6 confirmations; and
- (e) any clarifications of the Tender accepted in writing by CWM Environmental Ltd., and CWM Environmental Ltd.'s written acceptance of the Tender.

In accordance with Clause A6.3, the Tender ranks below the other Contract documents, save where it offers a higher standard of service than the Specification.

SCHEDULE 3 – CONTRACT PRICE

1. Rates

The rates below are those tendered by the Contractor in its Pricing Schedule (Additional Information 4) and are the only rates payable for the Services. All rates are in pounds sterling and exclusive of VAT. [To be completed from the successful Tender on award.]

Ref	Rate	Unit	Year 1 £	Year 2 £	Year 3 £	Year 4* £
P1	Periodic safety inspection (6-weekly), including brake performance test – articulated tractor unit	Per inspection	[●]	[●]	[●]	[●]
P2	Periodic safety inspection (6-weekly), including brake performance test – rigid HGV over 7.5 tonnes (including RCVs, hook loaders, skip lorries, gully suckers)	Per inspection	[●]	[●]	[●]	[●]
P3	Periodic safety inspection (6-weekly), including brake performance test – rigid vehicle 7.5 tonnes and below	Per inspection	[●]	[●]	[●]	[●]
P4	Periodic safety inspection (6-weekly), including brake performance test – trailer	Per inspection	[●]	[●]	[●]	[●]
P5	Additional laden roller brake test outside a scheduled inspection (for example, following brake repairs) – vehicle or trailer	Per test	[●]	[●]	[●]	[●]
P6	Annual test (MOT) preparation and presentation – vehicle (excluding DVSA test fee)	Per vehicle	[●]	[●]	[●]	[●]
P7	Annual test (MOT) preparation and presentation – trailer (excluding DVSA test fee)	Per trailer	[●]	[●]	[●]	[●]
P8	Tachograph inspection and calibration	Per vehicle	[●]	[●]	[●]	[●]
P9	Labour rate – standard hours	Per hour	[●]	[●]	[●]	[●]
P10	Labour rate – out of hours	Per hour	[●]	[●]	[●]	[●]
P11	Breakdown call-out charge (all areas within the Operating Area, no mileage charges)	Per call-out	[●]	[●]	[●]	[●]
P12	Mark-up on Parts supplied (percentage above net invoice cost)	%	[●]%	[●]%	[●]%	[●]%

* Year 4 rates apply only if CWM Environmental Ltd. exercises its option to extend under Clause B1.2.

2. Application of the rates

- 2.1 Each rate applies to Services performed during the relevant Contract Year and is firm for that Contract Year. The rates are not subject to indexation (Clause C1.2).
- 2.2 Rates P1 to P4 include the brake performance assessment required at every Safety Inspection (normally a laden roller brake test). No separate charge is payable for a brake test carried out as part of a scheduled Safety Inspection. Rate P5 applies only to additional brake tests requested by CWM Environmental Ltd. outside a scheduled Safety Inspection.

- 2.3 Rectification of defects identified at a Safety Inspection, and all other repairs, are charged at rate P9 or P10 (as applicable) for the labour hours properly and reasonably incurred and approved by the Transport Manager under paragraph 4.7.2 of the Specification, plus Parts in accordance with paragraph 2.6 below.
- 2.4 Rate P9 applies during Normal Working Hours (07:00 to 16:30, Monday to Friday, excluding bank holidays). Rate P10 applies at all other times, including evenings after 16:30, weekends and bank holidays, and only where the work is requested or approved by the Transport Manager to be carried out Out of Hours.
- 2.5 Breakdown attendance is charged at rate P11 plus rate P9 or P10 for time spent on the repair. No mileage, travel or vehicle running charges are payable anywhere within the Operating Area. Where recovery of a vehicle is required, recovery shall be arranged by the Contractor and charged as agreed with the Transport Manager, consistent with paragraph 4.6.5 of the Specification.
- 2.6 Parts are charged at net invoice cost plus the percentage mark-up at rate P12. Delivery charges may be recharged at cost. Parts purchased directly by CWM Environmental Ltd. under paragraph 4.8.5 of the Specification are fitted at rate P9 or P10 with no mark-up.
- 2.7 DVSA Annual Test fees are recharged at cost without mark-up. Re-test fees and rectification labour arising from a failure described in paragraph 4.3.2 of the Specification are borne by the Contractor.
- 2.8 Vehicles and trailers added to the Fleet are charged at the rate for the relevant category (Clause B15). Where a new vehicle or trailer does not fall within an existing category, the rate shall be agreed under Clause H1 (Contract Variation) and recorded in this Schedule 3.

SCHEDULE 4 – MONITORING OF CONTRACT PERFORMANCE, KEY PERFORMANCE INDICATORS AND MANAGEMENT INFORMATION

1. Management Information

- 1.1 The Contractor shall provide the electronic records required by paragraph 5 of the Specification on the day the work is completed and in any event within one (1) Working Day, and shall maintain the shared scheduling calendar required by paragraph 5.4 of the Specification.
- 1.2 The Contractor shall submit a contract management report at least two (2) weeks before each quarterly contract meeting, in accordance with paragraph 8.2 of the Specification, with a completed KPI record in the form of Additional Information 3 – KPI Reporting Template appended.
- 1.3 The Contractor shall report at each quarterly meeting on progress against its social value and well-being commitments (Clause B7.2) and, in each Contract Year, on continuous improvement (Clause B13).

2. Key Performance Indicators

- 2.1 The Contractor's performance will be measured against the following Key Performance Indicators. The Performance Management Period is each quarter of the Contract Period.

KPI	Measure	Target	Reporting
KPI 1	Breakdowns attended within 90 minutes of notification	95%	Quarterly
KPI 2	Safety Inspections completed on or before the scheduled date	100%	Quarterly
KPI 3	6-weekly Safety Inspections completed within 4 hours, excluding authorised additional work	95%	Quarterly
KPI 4	Annual Tests passed at first presentation	99%	Quarterly
KPI 5	Inspection and job records provided electronically within 1 Working Day	98%	Quarterly
KPI 6	Repair estimates and return-to-service times provided within 1 working hour of the vehicle arriving	95%	Quarterly
KPI 7	Invoices accurate, itemised and supported on first submission	98%	Quarterly
KPI 8	Contract management report submitted at least 2 weeks before the quarterly meeting	100%	Quarterly
KPI 9	Unplanned Repairs completed within the time frame agreed with the Transport Manager of the vehicle being presented, or within the estimated completion time agreed under paragraph 4.7.3	95%	Quarterly

The KPIs and targets above are identical to paragraph 8.3 of the Specification. In the event of any inconsistency, paragraph 8.3 of the Specification shall prevail and this table shall be updated accordingly.

3. Performance failure and rectification

- 3.1 Where the Contractor fails to meet any KPI target in a Performance Management Period, it shall, within ten (10) Working Days of the end of that Performance Management Period (or of being notified of the failure by CWM Environmental Ltd., if earlier), submit to the Authorised Officer a written rectification plan setting out the cause of the failure, the actions it will take, and the date by which the target will again be met.

- 3.2 CWM Environmental Ltd. may approve the rectification plan or require reasonable amendments to it. The Contractor shall implement the approved plan at its own cost and report on its progress at the next quarterly meeting.
- 3.3 Where the Contractor fails to meet the same KPI in two (2) consecutive Performance Management Periods, the matter shall be escalated to a meeting between the Authorised Officer and a director of the Contractor within ten (10) Working Days.
- 3.4 Without prejudice to paragraphs 3.1 to 3.3, CWM Environmental Ltd. may terminate the Contract, or suspend all or part of the Services, in the circumstances set out in Clauses D3.2(d) to (h) and D3.3.
- 3.5 Any failure to meet a KPI target which is caused by CWM Environmental Ltd. (for example, by not presenting a vehicle as scheduled or not responding to an estimate within a reasonable time) shall be disregarded for the purposes of this Schedule 4 and Clause D3.2, provided that the Contractor has recorded the cause in the KPI record.

4. Meetings

- 4.1 Contract meetings will be held quarterly throughout the Contract Period, chaired by the Authorised Officer (or the Transport Manager on their behalf) and attended by the Contract Manager, in accordance with paragraph 8.4 of the Specification. The first meeting will be arranged during the first Month of the Contract Period.
- 4.2 Records of KPI performance shall be retained by CWM Environmental Ltd. in accordance with its data retention requirements.

SCHEDULE 5 – DATA PROCESSING AGREEMENT

This Agreement is made between:

- (1) **CWM ENVIRONMENTAL LTD.** of Head Office, Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen, Carmarthenshire SA32 8BG (the **Controller**); and
- (2) **[NAME OF CONTRACTOR]** of [address] (the **Processor**).

In consideration of the respective undertakings, warranties and representations given by each of the parties as set out in this Agreement, it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases have the following meanings:

Agreement	means this agreement, its schedule and any other documents attached to or referred to as forming part of it.
Commissioner	means the Information Commissioner (see Article 4(A3) of the UK GDPR and section 114 of the DPA 2018).
Controller	has the meaning given in the UK GDPR.
Data	means personal data (as defined in the UK GDPR) under the control of the Controller in respect of which the Processor is required to provide the Services, as described in Part A of the Annex to this Agreement.
Data Protection Legislation	means (a) to the extent that the UK GDPR applies, the law from time to time of the UK or a part of the UK which relates to the protection of personal data; and (b) to the extent that the EU GDPR applies, the law from time to time of the European Union or any member state of the European Union which relates to the protection of personal data.
Data Subject	has the meaning given in the UK GDPR.
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679).
Good Industry Practice	means standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the relevant industry or business sector.
Personal Data Breach	means a personal data breach (as defined in the UK GDPR) involving the Data.
Principal Agreement	means the contract between the parties for Fleet Vehicle Servicing, Repair and Maintenance (reference FVSR2 2026), of which this Agreement forms Schedule 5.
Processing	has the meaning given in the UK GDPR.
Processor	has the meaning given in the UK GDPR.
Services	means the Processing by the Processor of the Data as described in Part A of the Annex, as may be varied by written agreement of the parties from time to time.
Third Party	means any person (other than an employee of the Controller or the Processor) or organisation, whether incorporated or unincorporated, which is not named in this Agreement as the Controller or the Processor, including sub-contractors and agents.
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 (DPA 2018).

- 1.2 In this Agreement:
- 1.2.1 references to clauses are to the clauses of this Agreement;
- 1.2.2 headings shall not affect its interpretation;
- 1.2.3 words importing a gender include all genders, and references to a person include a body corporate, association or partnership; and
- 1.2.4 the word “including” means including without limitation, and “include” and its derivatives shall be construed accordingly.
- 1.3 In the case of conflict or ambiguity between the Principal Agreement and this Agreement in relation to the Processing of the Data, this Agreement shall prevail.

2. COMMENCEMENT

- 2.1 This Agreement shall commence on the Commencement Date of the Principal Agreement and shall continue for the duration of the Principal Agreement (including any extension), unless terminated earlier in accordance with clause 10.

3. THE SERVICES

- 3.1 The terms of this Agreement supplement the terms of the Principal Agreement.
- 3.2 The Processor shall perform the Services using the level of skill and care that ought reasonably to be expected of an experienced provider of services of the nature of the Services, and in accordance with the law of England and Wales and Good Industry Practice.
- 3.3 The Controller may, by written notice to the Processor, suspend the Services at any time, and on receipt of such notice the Processor shall, and shall procure that its employees shall, comply with the requirements of the suspension.

4. DATA OWNERSHIP

- 4.1 The Processor acknowledges that it is Processing the Data as a service provider and Processor and that, as between the parties, the Data and all intellectual property rights in the Data belong to the Controller absolutely.
- 4.2 The Controller grants the Processor permission during the term of this Agreement to Process the Data solely for the purpose of providing the Services and for no other purpose.

5. CONTROLLER OBLIGATIONS

- 5.1 No later than the Commencement Date, the Controller shall provide the Processor with the Data, together with such information as the Processor may reasonably require to enable it to provide the Services.

6. PROCESSOR OBLIGATIONS

- 6.1 The Processor, and any employees who may Process the Data, shall:
 - 6.1.1 Process the Data solely for the purpose of providing the Services in accordance with the Principal Agreement, to fulfil the Processor’s obligations and exercise its rights under the Principal Agreement and/or this Agreement, and for no other purpose;
 - 6.1.2 comply with all applicable laws, including the Data Protection Legislation, and ensure the protection of the rights of the Data Subjects; and
 - 6.1.3 comply with the following requirements in respect of the Data:
 - (a) Process the Data only in accordance with this Agreement and the Controller’s written instructions as set out in Part B of the Annex and any additional written

instructions given by the Controller from time to time, and promptly notify the Controller if, in its opinion, any instruction does not comply with the Data Protection Legislation;

- (b) ensure that persons authorised to Process the Data are informed of its confidential nature and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, allowing access to the Data strictly on a need-to-know basis and employing appropriate access controls at all times;
- (c) take and implement appropriate technical and organisational measures against accidental, unauthorised or unlawful Processing, access, copying, modification, reproduction, display or distribution of the Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of the Data, including measures to ensure a level of security appropriate to the risk, such as (where appropriate): (i) the encryption or pseudonymisation of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems Processing the Data; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures;
- (d) subject to clause 11.2, not disclose the Data to any Third Party other than with the express written consent of the Controller or in compliance with a legal obligation imposed on the Processor;
- (e) only copy, reproduce or distribute the Data to the extent necessary for the performance of the Services;
- (f) take steps to ensure the reliability of those of its employees who may have access to the Data, and ensure that they have sufficient skills and training in the handling of personal data and comply with the Data Protection Legislation and clause 6.1.3(a);
- (g) not cause or permit the Data to be transferred outside the United Kingdom without the prior written consent of the Controller and in accordance with clause 8;
- (h) make available to the Controller all information necessary to demonstrate compliance with this Agreement and the Data Protection Legislation, and allow for and contribute to audits, including inspections, conducted by the Controller or its nominated agent;
- (i) Process the Data strictly in accordance with the Controller's relevant policies, processes and procedures; and
- (j) assist the Controller with its obligations under Articles 32 to 36 of the UK GDPR, taking into account the nature of the Services and the information available to the Processor.

6.2 The Processor shall notify the Controller of any Personal Data Breach (such as unauthorised disclosure, loss or theft of the Data) promptly and without undue delay, and in any event within twelve (12) hours of becoming aware of it, and shall provide the Controller without undue delay and wherever possible no later than twenty-four (24) hours after becoming aware of the Personal Data Breach such further details as the Controller may reasonably require, including: (a) the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects and records concerned; (b) the investigations being undertaken by the Processor; (c) the likely consequences of the Personal Data Breach; and (d) any measures taken, or recommended by the Processor, to address it and mitigate its possible adverse effects.

- 6.3 Immediately following any accidental, unauthorised or unlawful Processing or Personal Data Breach, the parties shall co-ordinate with each other to investigate the matter, and the Processor shall reasonably co-operate with the Controller, at no additional cost, in the Controller's handling of the matter, including by assisting with any investigation; providing the Controller with physical access to any facilities and operations affected; making available all relevant records, logs, files, data reporting and other materials required to comply with the Data Protection Legislation or as otherwise reasonably required by the Controller; and taking reasonable and prompt steps to mitigate the effects and minimise any damage resulting from it.
- 6.4 The Processor shall not inform any Third Party of any accidental, unauthorised or unlawful Processing of all or part of the Data and/or a Personal Data Breach without first obtaining the Controller's written consent, except where required to do so by law.
- 6.5 The Controller has the sole right to determine whether to notify any accidental, unauthorised or unlawful Processing and/or Personal Data Breach to any Data Subjects, the Commissioner, other regulators, law enforcement agencies or others (as required by law or at the Controller's discretion), including the contents and method of the notice, and whether to offer any type of remedy to affected Data Subjects, including its nature and extent.
- 6.6 The Processor shall bear all reasonable expenses associated with the performance of its obligations under clauses 6.2 to 6.5, unless the matter arose from the Controller's specific written instructions, negligence, wilful default or breach of this Agreement.
- 6.7 The Processor shall also reimburse the Controller for actual reasonable expenses incurred by the Controller in responding to any accidental, unauthorised or unlawful Processing and/or Personal Data Breach to the extent that the Processor caused it, including the costs of any notice and remedy under clause 6.5.
- 6.8 The Processor shall ensure that any Data collected by its employees in respect of the Services is captured accurately in accordance with the Data Protection Legislation, and shall amend inaccurate Data promptly on being notified that it is inaccurate.
- 6.9 To the extent permitted by law, the Processor shall notify the Controller of all communications, complaints or notices it receives directly or indirectly from Third Parties relating to the Data which suggest non-compliance with the Data Protection Legislation by the Controller, the Processor or any other person (including communications from Data Subjects and regulatory bodies), and shall not respond to or engage with the Third Party unless expressly authorised to do so by the Controller.
- 6.10 The Processor shall notify the Controller within two (2) Working Days if it receives a request from a Data Subject for access to their Data or to exercise any of their other rights under the Data Protection Legislation, and shall give the Controller, at no additional cost, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 6.11 The Processor shall, at no additional cost to the Controller, take such technical and organisational measures as may be appropriate, and promptly provide such information as the Controller may reasonably require, to enable the Controller to comply with the rights of Data Subjects under the Data Protection Legislation (including subject access rights and the rights to rectify, port and erase personal data, to object to Processing and automated Processing, and to restrict Processing) and with any information or assessment notice served on the Controller by the Commissioner.

7. WARRANTIES

- 7.1 Each party warrants that it has full and due authority to enter into this Agreement and that doing so will not cause it to be in breach of any other contract or order of any competent court or regulatory authority.

- 7.2 The Processor warrants and undertakes that it and its employees have not done, and shall not do (or, where they have a duty to act, have not omitted and shall not omit to do), anything that would cause the Controller or the Processor to be in breach of the Data Protection Legislation.

8. USE OF THIRD PARTIES

- 8.1 The Processor shall not engage any Third Party to Process the Data without the prior written authorisation of the Controller.
- 8.2 Any authorisation given is subject to: (a) the Processor entering into a written contract with the Third Party containing terms substantially the same as those in this Agreement (in particular as to appropriate technical and organisational data security measures) and, on the Controller's written request, providing copies of the relevant extracts of that contract; (b) the Processor maintaining control over all the Data it entrusts to the Third Party; and (c) the Third Party's contract terminating automatically on the termination of this Agreement for any reason.
- 8.3 Where a Third Party fails to fulfil its data protection obligations under its written agreement with the Processor, the Processor shall remain fully liable to the Controller for the performance of the Third Party's obligations.

9. INDEMNITIES

- 9.1 The Processor shall indemnify the Controller against any costs, claims, expenses (including reasonable legal costs), damages, fines, liabilities and proceedings incurred by the Controller, or for which the Controller may become liable, due to any failure by the Processor or its employees, Third Parties, sub-contractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.
- 9.2 Nothing in this Agreement relieves the Processor of its own direct responsibilities and liabilities under the Data Protection Legislation.
- 9.3 Any limitation of liability of the Processor in the Principal Agreement shall not apply to the indemnity or reimbursement obligations in this Agreement.

10. TERMINATION

- 10.1 This Agreement shall terminate automatically on the termination or expiry of the Principal Agreement, subject to clauses 10.3 to 10.5.
- 10.2 Either party may terminate this Agreement immediately if the other: (a) is in material breach of any provision of this Agreement which is not capable of remedy, or which is capable of remedy but is not remedied within one (1) calendar month of notice requiring it to be remedied; (b) is the subject of a winding-up order or resolution, or is dissolved (other than for the purpose of solvent reconstruction or amalgamation); (c) is the subject of an order for, or notice of intended or actual appointment of, an administrator; (d) enters into an arrangement or compromise with its creditors (or any class of them) or takes steps to obtain a moratorium or protection from its creditors; or (e) has a distress, execution or other legal process levied over the whole or part of its undertaking or assets. Termination of this Agreement by the Controller under this clause shall entitle the Controller to terminate the Principal Agreement under Clause F3.5 of the Principal Agreement.
- 10.3 On the termination or expiry of this Agreement, at the Controller's request, the Processor shall, and shall procure that any Third Parties it engages shall, promptly and securely deliver to the Controller all Data, materials and documentation (including all copies in every form and media) in its power, possession or control.
- 10.4 On the termination or expiry of this Agreement for any reason, the Processor shall, if directed in writing by the Controller: (a) erase all the Data from its computer and

communications systems and devices, and from any systems and data storage services provided by third parties; and (b) certify in writing to the Controller within ten (10) days that it has done so.

- 10.5 If any law, regulation or government or regulatory body requires the Processor to retain any Data that it would otherwise be required to return or destroy, it shall notify the Controller in writing of that requirement, giving details of the Data it must retain and the legal basis for retention, and establishing a specific timeline for its deletion or destruction once the requirement ends.

11. CONFIDENTIALITY

- 11.1 Each party shall treat as confidential the content of this Agreement and all information relating to the business and/or affairs of the other party which it may receive or derive as a result of this Agreement, and shall not disclose such information to any person, or allow any other person to use it, other than as permitted by this Agreement.
- 11.2 Each party may disclose the information referred to in clause 11.1 to its professional advisers strictly on a need-to-know basis, provided that they are under a binding duty of confidence.
- 11.3 Clause 11.1 shall not apply to any information which: (a) is in the public domain other than by default of the receiving party; (b) is received by the receiving party from a bona fide Third Party with no apparent restriction on its right to disclose it; (c) is or has been independently generated or obtained by the receiving party; or (d) is required to be disclosed by applicable law, provided always that the exceptions in clause 11.3(a) to (c) shall not apply in respect of the Data.

12. NOTICES

- 12.1 All notices under this Agreement shall be in writing, in English, and addressed to the other party at the address below (as may be changed by notice given in accordance with this clause 12):
- (a) **Controller:** CWM Environmental Ltd., Head Office, Nantycaws Recycling Centre, Llanddarog Road, Nantycaws, Carmarthen, Carmarthenshire SA32 8BG. Email: [CWM to confirm]. For the attention of: the Authorised Officer.
- (b) **Processor:** [address]. Email: [●]. For the attention of: [the Contract Manager].
- 12.2 Notices may be served by hand, registered post or email and shall be deemed served: (a) if delivered by hand or registered post, at the time of delivery, provided it is delivered before 17:00 on a business day (being a weekday other than a bank holiday) and otherwise on the next business day; and (b) if sent by email, on receipt by the sender of confirmation that the email has been sent to the correct address.

13. MISCELLANEOUS

- 13.1 **Assignment.** Neither the Processor nor any sub-contractor of the Processor shall assign its rights or benefits, or transfer its obligations or burdens, under this Agreement or any other agreement under which the Data is Processed, in whole or in part.
- 13.2 **Entire agreement.** This Agreement and the documents referred to in it (including the Principal Agreement) constitute the entire understanding and agreement of the parties in relation to the Processing of the Data and supersede all prior agreements, discussions, negotiations, arrangements and understandings in relation to such Processing. Nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation.
- 13.3 **Further assurance.** Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by the other party to implement and give full effect to this Agreement.

- 13.4 **Survival.** Termination or expiry of this Agreement shall not affect any rights or liabilities that have accrued before termination or expiry, or the coming into or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after termination or expiry.
- 13.5 **Waiver.** Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy.
- 13.6 **Severance.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work together in good faith to agree a substitute provision that reflects their original intention.
- 13.7 **Counterparts.** This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one instrument. Transmission of an executed signature page by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.
- 13.8 **Third party rights.** The Controller enters into this Agreement for the benefit of itself and of the Data Subjects whose personal data is Processed by the Processor, each of whom shall be entitled to enforce this Agreement. Otherwise, a person who is not a party to this Agreement shall have no right to enforce any of its provisions, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 13.9 **Law and jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of England and Wales, as applied in Wales. Each party submits to the non-exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of the Controller	Signed for and on behalf of the Processor
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

Annex – Data Protection

Part A: The Data

Subject matter of the Processing	Personal Data Processed incidentally in providing the servicing, safety inspection, brake testing, annual test preparation, tachograph inspection and calibration, breakdown, repair and maintenance services for the Fleet under the Principal Agreement (reference FVSR2 2026).
Duration of the Processing	The Contract Period of the Principal Agreement, and thereafter for such period as is necessary to comply with the record retention requirements of the Principal Agreement and the law.
Nature and purpose of the Processing	Recording, storing and providing to the Controller electronic inspection records, driver defect reports, defect rectification details, brake test results, Annual Test records, tachograph calibration records and job cards; arranging breakdown attendance and communicating with drivers and the Transport Manager; providing portal or system access to the Controller's authorised users; and invoicing.
Type of Personal Data	Names, job titles and work contact details; signatures or identifiers on inspection, defect and job records; information on driver defect reports; tachograph data relating to drivers (where accessed during inspection, download or calibration); vehicle location at the time of a breakdown; and user log-in details for any portal or system provided.
Categories of Data Subject	The Controller's drivers, Transport Manager and transport staff, and other employees or agents of the Controller who interact with the Services.

Part B: Processing instructions

The Processor shall Process the Data only as necessary to deliver the Services under the Principal Agreement, shall store electronic records securely in the United Kingdom (unless otherwise approved in writing), shall retain records in accordance with paragraph 5 of the Specification and Clause F6 of the Principal Agreement, and shall follow any further written instructions given by the Controller.

[CWM to confirm any additional instructions, e.g. tachograph data handling.]

SCHEDULE 6 – JOINT CONTROLLERS

Not used. The Parties do not anticipate acting as joint controllers in respect of any Personal Data under this Contract. If joint controllership is identified during the Contract Period, Clause F3.4 shall apply.