

DATED: _____

**THE SECRETARY OF STATE FOR TRANSPORT
ACTING THROUGH THE
DRIVER & VEHICLE STANDARDS AGENCY (1)**

and

ATF PARTY (2)

AUTHORISED TESTING FACILITY CONTRACT 2015

CONTRACT 028/004/03**

Relating to the Authorisation and Maintenance of Authorised Testing Facilities

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THIS AGREEMENT is dated: _____.

BETWEEN

- (1) **The Secretary of State for Transport** whose principal address is **Great Minster House, 33 Horseferry Road**, London SW1P 4DR, acting through the Driver & Vehicle Standards Agency (“DVSA”);
- and
- (2) **“ATF Party”**) whose registered address is
Company Number:

Background

This Contract provides for the authorisation of Authorised Testing Facility sites by DVSA at which, as specified, statutory, and other testing by DVSA may take place of certain categories of heavy goods vehicles, public service vehicles and/or Specialist Schemes. The Contract sets out the terms under which DVSA will permit the ATF Party to book Examiner’s time and for Examiner’s to attend at Authorised Testing Facility sites to carry out testing and/or authorisation for the provision of testing to Third Parties.

This Contract replaces any previous authorisation by DVSA or any predecessor organisation and is awarded based on a new assessment by DVSA of the capabilities of the ATF Party.

NOW IT IS AGREED as follows.

1. DEFINITIONS

In this Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below.

“the 1988 Act” means the Road Traffic Act 1988.

“the 1981 Regulations” means the Motor Vehicles (Tests) Regulations 1981.

“the 1988 Regulations” means the Goods Vehicles (Plating and Testing) Regulations 1988.

“Activation Meeting” means the meeting referred to in clause 22.13.

“Affected Party” means either DVSA or the ATF Party who is, has been or may be affected by Force Majeure.

“Applications” has the meaning given in clause 9.2.

“ATF” means Authorised Test Facilities.

“ATF Logo” means the Authorised Testing Facility logo as identified by DVSA in its DVSA ATF Brand Identity Guidelines.

“ATF Requirements” means the physical, technical and other requirements, set out in Schedule 5 as the same may be modified or supplemented from time to time pursuant to clause 8.7.

“ATF Sites” means those sites and buildings inclusive of the Test Area as described in Schedule 4 and as otherwise authorised under clause 3.2.

“Authorisation” means the authorisation of an ATF Site by DVSA pursuant to clause 3.

“Authorised Testing Facilities” means all sites authorised for the carrying on of Statutory Testing and Related Activities under an agreement on substantially the same

terms as this Contract and unless the context otherwise requires shall be deemed to include reference to the ATF Sites.

“Authorised Testing Facility Provider” means the operators of Authorised Testing Facilities and, unless the context otherwise requires shall be deemed to include reference to the ATF Party.

“Booking Policy” has the meaning given in clause 9.

“Commencement Date” has the meaning given in clause 22.13.

“Confidential Information” means any information which has been designated in writing as confidential by either Party or which ought to be considered as confidential, however it is conveyed or in whatever media it is stored, including information the disclosure of which would, or would be likely to prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party.

“Confirmed Reservation” shall be construed in accordance with paragraph 5 of Schedule 1 and clause 10 and, unless the context otherwise requires, “reservation” and “reserved” shall also be construed accordingly.

“Contract” means this Contract together with its Schedules.

“Contract Manager” means the person appointed from time to time by DVSA under clause 5.1.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including but not limited to, government ministers, government departments, government and particular bodies and government agencies and Crown Body shall be construed accordingly.

“Day” means calendar day.

“Default” means a breach of any obligation under this Contract by either Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement by either 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.

“DVSA ATF Brand Identity Guidelines” mean guidelines and directions in relation to the use of the ATF Logo published from time to time by DVSA on the website www.gov.uk or on such other website or via such other media as DVSA considers most appropriate.

“Examiner” means an examiner appointed under Section 66A of the 1988 Act.

“Execution date” means the date of this Contract.

“Fees” means Statutory Fees and any other fees or charges for Testing specified by DVSA from time to time but does not include the Pit Fee and Reservation Fee.

“Failed Draw Down” means when an ATF Provider does not have sufficient funds available to pay DVSA for the work in relation to Testing Session(s). The payment mechanism used by DVSA is set out in Schedule 2 of this Contract.

“Force Majeure” means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.

“Go-Live Date” means the date agreed by the Parties at the Activation Meeting.

“Health and Safety Requirements” means the requirements referred to in clause 6.3.1.

“HGV” means a goods vehicle to which the 1988 Regulations apply other than a trailer.

“Inverted Appeal” means the investigation of a complaint concerning a vehicle that has been recently issued with a test certificate together with any necessary follow up action including the writing of a report.

“Manage your vehicle testing” means the dedicated website which the ATF Party will use to view, manage, and pay for DVSA related testing.

“Month” means calendar month.

“Non-Exclusive” in respect of a right granted under clause 7.5.1 means that DVSA, as the grantor of such a right, may itself exercise such a right and may authorise and assist others to exercise such right.

“Open Access” has the meaning given in clause 7.14.

“Party” means (except in relation to a Third Party) either of DVSA or the ATF Party.

“Personal Data” has the meaning given to it in the Data Protection legislation as referenced Data Protection Act 2018 and UK GDPR (Regulation (EU) 2016/679 General Data Protection Regulation as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.)

“Pit Fee” has the meaning given by clause 7.9.

“Pit Fee Cap” has the meaning given by clause 7.11.

“Prohibited Acts” means

- i. offering, giving, or agreeing to give to any employee of DVSA any gift or consideration of any kind as an inducement or reward:
 - i.i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Contract or any other contract with DVSA; or
 - i.ii for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with DVSA.
- ii. committing an offence:
 - ii.i under the Prevention of Corruption Acts 1889-1916.
 - ii.ii under any applicable law creating offences in respect of fraudulent acts; or
 - ii.iii at common law in respect of fraudulent acts in relation to the Contract or any other contract with DVSA.
- iii. any act or attempt to improperly influence the honesty and integrity of Testing or test results, by any means, including by seeking to pressurise an Examiner or any person acting on behalf of DVSA and by threats, harassment, bullying, verbal, or physical abuse or howsoever; or
- iv. defrauding or attempting to defraud or conspiring to defraud DVSA.

“PSV” means a vehicle falling within Class VI or VIA as described in regulation 5 of the 1981 Regulations.

“Quality Assurance Inspection” means an inspection carried out under clause 6.8 or 6.9.

“Regulations” means

the 1981 Regulations;
the 1988 Regulations;
the Disability Discrimination Act 1995;
the International Carriage of Dangerous Goods by Road (Fees) Regulations 1988;
the International Transport of Goods under Cover of TIR Carnets(Fees) Regulations 1988;
the Motor Vehicles (Approval) Regulations 2001;
the Motor Vehicles (Approval) (Fees) Regulations 2001;
the Motor Cycles Etc. (Single Vehicle Approval) Regulations;
the Motor Cycles Etc. (Single Vehicle Approval) (Fees) Regulations 2003;
the Public Service Vehicles Accessibility Regulations 2000;
the Public Service Vehicles (Conditions of Fitness, Equipment, Use and Certification) Regulations 1981;
the Road Vehicles (Approval) Regulations 2009;

the Road Vehicles (Individual Approvals) (Fees) Regulations 2009;
the Road Vehicles (Registration and Licensing) Regulations 2002; and
the Vehicle Excise (Design Weight Certificate) Regulations 1995.

“Related Activities” means, in addition to Statutory Testing, any specialist tests, including voluntary tests and Inverted Appeals which may be undertaken at the ATF Site including where an HGV or PSV is to travel abroad, to qualify for a reduced pollution certificate or carry dangerous or hazardous goods.

“Reservation Fee” has the meaning given in clause 10.1.

“Site Code” a unique alphanumeric code allocated by DVSA to identify each ATF Site.

“Site Manager” means the person made available by the ATF Party at the ATF Site as the principal point of contact for Examiners pursuant to clause 6.5.

“Specialist Schemes” means the Individual Vehicle Approval Schemes, Certificate of Initial Fitness Scheme and Motorcycle Single Vehicles Approval Scheme and any subsequent amendments thereto.

“Statutory Fee” means the relevant fee as prescribed from time to time under applicable set of Regulations for the type of test, having regard to the description of vehicle, the time at which a test will take place and any subsequent amendments thereto.

“Statutory Testing” means any test required to be undertaken pursuant to any of the Regulations including first examinations, periodical tests, or any re-test or appeal arising out of or resulting from such examination, test or re-test.

“Test Area” means the physical area within the ATF Site for Statutory Testing and Related Activities as designated under Schedule 4 or as otherwise authorised under clause 3.2.

“Testing” means the carrying out of Statutory Testing or Related Activities.

“Testing Day” means a single Day for which there is a Confirmed Reservation for a Testing Session.

“Testing Equipment” means the items which are required to conduct Statutory Testing and Related Activities and for related purposes and which are approved by DVSA.

“Testing Session” means a continuous period of three and a half hours or as the case may be four and a half hours representing an Examiner’s time attending to carry out Testing in that period.

“Third Party” means a person other than the ATF Party or DVSA.

“Third Party Access” has the meaning given in clause 7.1 and includes where the context requires Open Access.

“Third Party Confidential Information” means Confidential Information belonging to a Third Party which comes into the possession of either Party in connection with the performance of its obligations or exercise of its rights under this Contract.

“Third Party Vehicle” means a vehicle for which Third Party Access is provided by the ATF Party.

“Trailer” means a semi-trailer, converted dolly or trailer to which the 1988 Regulations and a trailer is a vehicle for the purposes of this Contract.

“Variation” has the meaning given in clause 22.8.

“Working Day” means every Day except other than Christmas Day, Boxing Day or New Year’s Day.

2. INTERPRETATION

2.1 The interpretation and construction of this Contract shall be subject to the following provisions of this clause 2.

- 2.2 Unless the context otherwise requires or unless otherwise specified, words importing one gender import any other gender and words importing the singular import the plural and vice versa.
- 2.3 Unless the context otherwise requires, references within this Contract to clauses and schedules are to clauses within and schedules to this Contract and reference to a clause includes a sub-clause.
- 2.4 The headings to clauses and other parts of the Contract are for reference only and do not affect interpretation or construction of the Contract.
- 2.5 The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.
- 2.6 Any obligation on DVSA or the ATF Party to do any act or thing includes an obligation to procure that it be done and any obligation on DVSA or the ATF Party not to do any act or thing includes an obligation not to allow that act or thing to be done and to use its best endeavours to prevent such act or thing being done by a Third Party.
- 2.7 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.8 A reference to a person includes an individual, corporation, company, firm or partnership or government body or agency and includes their respective successors and permitted assigns or transferees.
- 2.9 Unless otherwise specified, a reference to legislation (including subordinate legislation) or any provision thereof is to that legislation or provision as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.10 A reference to a fee, charge or other payment is to a sum exclusive of any Value Added Tax that may be payable.

3. AUTHORISATION OF ATF SITES

- 3.1 DVSA authorises the sites identified in Schedule 4 as sites where, subject to the terms and conditions of this Contract, Statutory Testing and Related Activities may be conducted in relation to such categories of vehicles and subject to such restrictions as are set out in Schedule 4.
- 3.2 An ATF Party may from time to time submit a written request to DVSA to include a site which was not included in Schedule 4 at the Commencement Date. Schedule 4 details sites authorised under this Contract as suitable for the conducting of Statutory Testing and Related Activities in relation to such categories of vehicles and activities as may be specified. DVSA will consider such requests and inform the ATF Party in writing of its decision.
- 3.3 Where the ATF Party proposes for any reason to cease to operate a site specified in Schedule 4 for the purpose of Statutory Testing and Related Activities (other than a temporary cessation for maintenance or alterations) it shall notify DVSA within one month of its decision.

4. CONTRACT PERIOD

- 4.1 This Contract takes effect on the Commencement Date and shall remain in full force and effect unless and until terminated:
- 4.1.1 by either Party by 12 months' prior notice served on or after the first anniversary of the Commencement Date; or
- 4.1.2 otherwise in accordance with clause 15.

5. REPRESENTATIVES

- 5.1 DVSA will appoint a Contract Manager who will have the power to act on behalf of DVSA in relation to this Contract.
- 5.2 The ATF Party will appoint an ATF Representative, as detailed in Schedule 4, who will have the power to act on behalf of the ATF Party in relation to this Contract.
- 5.3 Each Party will notify the other of the identity and contact details of its representative and of any replacement to that position on his or her appointment.

6. OBLIGATIONS OF THE ATF PARTY

- 6.1 The ATF Party will act reasonably and in good faith in and about the performance of its obligations and the exercise of its rights under this Contract.
- 6.2 The ATF Party undertakes to DVSA that during the term of the Contract it will provide and maintain its ATF Sites for the purposes of Statutory Testing and Related Activities authorised by the Contract and will at all times:
 - 6.2.1 maintain each ATF Site in accordance with, and to the required standards of, the ATF Requirements and comply with the ATF Requirements;
 - 6.2.2 maintain the Testing Equipment in full operating order, and ensure the Testing Equipment is calibrated at the required intervals all in accordance with the ATF Requirements;
 - 6.2.3 repair or replace as necessary any faulty or broken equipment as soon as reasonably practicable;
 - 6.2.4 ensure that the Test Area complies with the ATF Requirements at the start of each Testing Day; and
 - 6.2.5 comply with all changes to the ATF Requirements within the deadlines set by DVSA to enable Statutory Testing and Related Activities to continue to be carried out at its ATF Sites.
- 6.3 The ATF Party will:
 - 6.3.1 comply with (and ensure compliance on the part of those in occupation or control of its ATF Sites) the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety in so far as any of the same apply in relation to or in connection with any persons at any time working on or otherwise using or present at its ATF Sites in connection with Statutory Testing or Related Activities or otherwise in connection with this Contract;
 - 6.3.2 promptly notify DVSA of any health and safety hazards which may exist at or arise on the ATF Site which might affect persons working or otherwise present there in connection with this Contract, Statutory Testing or Related Activities;
 - 6.3.3 not harass, bully, verbally or physically abuse, or discriminate against any employee of DVSA or person acting on its behalf and shall apply the principles set out in DVSA's Dignity at Work (Harassment and Bullying in the Workplace) policy published from time to time on www.gov.uk;
 - 6.3.4 give any notices and obtain any licences, permissions or permits required by law in order to be able to fulfil its obligations under this Contract.
 - 6.3.5 ensure that any CCTV or other camera surveillance system in use at its ATF sites is used in such a way that is compliant with the Data Protection Act 2018 and the Surveillance Camera Code of Practice 2013, and any subsequent codes under the Protection of Freedoms Act 2012"
**Where CCTV or surveillance cameras are installed for the purposes of crime prevention or health and safety there must be clear signage and a named contact for enquiries relating to cameras. Cameras will not be used in areas where there is a reasonable expectation of privacy (e.g. washrooms). Where*

there is no general requirement for CCTV at an ATF any system should not be installed with the sole purpose of surveilling those areas which are solely used by DVSA staff. All surveillance cameras within the ATF should be run with regard to the requirements for data protection by design and default as set out in the UK GDPR.

- 6.3.6 ensure vehicles are presented for statutory test with a satisfactory load where necessary. This load may be obtained using the ATF load simulation equipment as per Schedule 5 section 5.7.3 or using the presenter's own load. This load must provide a minimum of 65% of the Maximum Authorised mass.
- 6.4 Where at the request of the ATF Party the Examiner permits the driver of the vehicle presented for a test to be absent during the test, the ATF Party will ensure that a suitably qualified and insured person is available throughout the duration of the test to drive the vehicle and operate its controls as required by the Examiner to complete the test.
- 6.5 The ATF Party will ensure that a suitably competent person is available throughout each Testing Day at each ATF Site ("the Site Manager") as a principal point of contact for the Examiner and whose responsibilities will include:
- 6.5.1 managing the day to day performance of the Contract in relation to that site and the related obligations;
 - 6.5.2 resolving any issues arising as a result of the carrying out of Statutory Testing and Related Activities with respect to the Testing Equipment and Third Parties other than where those issues relate to the result of the test or where, in the reasonable opinion of the Site Manager, they should be dealt with by way of dispute resolution pursuant to clause 18 (Dispute Resolution).
 - 6.5.3 being the account holder as per Schedule 2 2.2.2
- 6.6 Where DVSA agrees a 'Confirmed Reservation' for a 4.5 hour Testing Session the ATF Party shall ensure sufficient bookings are made to effectively use the Examiner's time; if the ATF Party fails to ensure this the provisions of paragraph 8 of Schedule 1, which sets out the 'Fair Usage' policy, shall apply.
- 6.7 The ATF Party will inform DVSA of any changes to contact details and opening hours for booking testing at its ATF Sites as soon as reasonably practicable and in any event, no later than the Working Day preceding the Day in which the change will take effect.
- 6.8 **Quality Assurance Inspections**
The ATF Party will permit the Contract Manager or any person nominated by him to act on behalf of DVSA to access and use its ATF Sites and Testing Equipment at any reasonable time in order to ensure that the ATF Requirements and all other obligations including but not limited to adherence to compliance with clause 6.3.1 of the ATF Party under this Contract have been and are continuing to be complied with and in connection with the management of its Examiners and other persons working for DVSA. In particular, but without limitation, the Contract Manager or nominated person shall be entitled to carry out such quality assurance of Testing procedures at the ATF Sites as he reasonably deems to be necessary and to inspect any documentation required to be kept by the ATF Party under this Contract including the equipment calibration log and to inspect and test the Testing Equipment. The ATF Party shall cooperate fully with the Contract Manager or nominated person in connection with the exercise of DVSA's rights under this clause and shall provide, at its own cost, all such assistance to him as is reasonably required.
- 6.9 Without prejudice to clause 6.8, DVSA shall be entitled to undertake at each ATF Site a full ATF Site and Testing Equipment Quality Assurance inspection at least once in each

12 month period following the Commencement Date or the date on which the site was authorised if different.

7. THIRD PARTY TESTING

- 7.1 The ATF Party may provide access to an ATF Site to a Third Party in order that DVSA may carry out Testing at that site for the benefit of a Third Party ("Third Party Access") which may include Open Access pursuant to clause 7.14 subject to the provisions of this clause.
- 7.2 The ATF Party will in advance of providing Third Party Access to an ATF Site have first notified DVSA, whether as set out in Schedule 4 or, after the Commencement Date by notice to DVSA, of the provision for Third Party Access and of the level and type of access available for Third Parties at that site.
- 7.3 Subject to clauses 7.4, 7.9, 7.10 and 7.16, the ATF Party may provide Third Party Access to an ATF Site on such reasonable terms and conditions as between itself and the Third Party as it considers appropriate and it shall be for the ATF Party to determine the amount of Third Party Access it wishes to make available to Third Parties and the Pit Fee (if any) that may be payable.
- 7.4 When providing Third Party Access the ATF Party shall:
- 7.5.1 ensure that a testing lane and all other necessary facilities are in place for Testing to be carried out on Third Party Vehicles.
 - 7.5.2 pay the Reservation Fee and all other Fees due to DVSA in relation to such Testing for a Third Party, in accordance with clause 11.
 - 7.5.3 ensure that the Third Party has to the extent allowed by law waived any rights it may have at any time to claim for loss or damage against DVSA on the same basis as set out in clause 16.3 and 16.4 between the ATF Party and DVSA and shall ensure that such waiver is enforceable by DVSA.

ATF Logo and Intellectual Property Rights

- 7.5 Upon DVSA being notified in accordance with clause 7.2 that the ATF Party is making Third Party Access available at an ATF Site:
- 7.5.1 DVSA as the owner of the intellectual property rights to the ATF Logo thereupon grants to the ATF Party (and to any subcontractor authorised by DVSA in occupation or control of the ATF Site) a Non-Exclusive licence to use the ATF Logo in relation to that site in accordance with the DVSA ATF Brand Identity Guidelines.
 - 7.5.2 the ATF Party, subject to any necessary planning permission, shall display the ATF Logo at the Site in accordance with the DVSA ATF Brand Identity Guidelines.
- 7.6 A licence granted under clause 7.5.1 shall have effect in relation to an ATF Site from the Commencement Date, where DVSA is notified of Third Party Access in Schedule 4, or, where DVSA is notified after the Commencement Date, from the time the notice is given, until authorisation is withdrawn from that site or until termination of the Contract, whichever is the earlier.
- 7.7 The ATF Party will use all reasonable endeavours to create and retain goodwill in the services operated under the ATF Logo and undertakes not to do any act which would or might:
- 7.7.1 jeopardise or invalidate the registration of the ATF Logo; or
 - 7.7.2 prejudice the right or title of DVSA to the ATF Logo.
- 7.8 The ATF Party will only use, reproduce and apply the ATF Logo (and will ensure that any subcontractor will only use, reproduce and apply the ATF Logo):

- 7.8.1 in accordance with the DVSA ATF Brand Identity Guidelines;
- 7.8.2 in connection with the performance of the Contract and in accordance with its provisions.

Pit Fee and Pit Fee Cap

- 7.9 When providing Third Party Access, the ATF Party may charge the Third Party a Fee (a "Pit Fee"), subject to the Pit Fee Cap, in respect of each vehicle tested at the ATF Site for Testing and for access to the Testing Equipment, and may also be reimbursed for the amount of any Fees it has paid in respect of the Testing of Third Party Vehicles in accordance with this clause and clause 11. Without prejudice to the provision of other goods or services that are provided and which are not a necessary feature of access to the site and the Testing Equipment for Testing or of the charging of Fees for Testing, no other fee or charge, however described, may be levied on any Third Party by the ATF Party or any other person in relation to the Testing carried out on a Third Party Vehicle at the ATF Site.
- 7.10 Under no circumstances may the amount of the Pit Fee (before the addition of any Value Added Tax) exceed the Pit Fee Cap.
- 7.11 For the purposes of Clause 7.10, the Pit Fee Cap means the maximum fee that is payable at the time the test is carried out. The Pit Fee Caps are set out in Schedule 3 and published on the website www.gov.uk.
- 7.12 DVSA may from time to time amend the Pit Fee Cap, following engagement with Authorised Testing Facilities Providers and such other persons as it considers appropriate. The engagement to be in such form and over such period as DVSA reasonably considers appropriate and before any change takes effect, DVSA will give such further notice of the change as it reasonably considers appropriate. Notice under this clause may be given generally to all Authorised Testing Facilities Providers via publication on the website www.gov.uk or on such other website or via such other media as DVSA from time to time considers appropriate and shall be deemed served on publication.

Open Access

- 7.14 Where the ATF Party notifies DVSA under clause 7.2 that it proposes to provide access to the ATF Site for Testing for any Third Party applicant ("Open Access") (subject to the categories of vehicles and restrictions that apply to the authorisation for that site), DVSA will be entitled to publish or arrange for the publication of details of the ATF Site as a site offering Third Party Testing on the website www.gov.uk or such other publicly available website or medium as it from time to time considers appropriate. Those details will include location and contact details of the ATF Site, opening hours during which bookings may be made, and the types of test that may be undertaken and types of vehicles approved for testing at that Site. Where changes to opening hours are notified by the ATF Party pursuant to clause 6.7, DVSA will update the website www.gov.uk or other published material as soon as reasonably practicable thereafter.
- 7.15 The ATF Party may cease to provide Open Access to an ATF Site on giving DVSA six months notice of its intention to do so.

Open Access Third Party Test Booking

- 7.16 Where the ATF Party is undertaking to provide Open Access at a site, the ATF Party when requested to provide Third Party Access by a Third Party for a test:
 - 7.16.1 will provide Third Party Access, within the ATF Party's stated hours of business, for the Day or Days requested by the Third Party or the next reasonably available date for the ATF Party for Third Party Access for Testing at that ATF Site; and

7.16.2 will not refuse or fail to do so without reasonable cause.

8. RIGHTS AND OBLIGATIONS OF DVSA

- 8.1 DVSA will act reasonably and in good faith in and about the performance of its obligations and the exercise of its rights under this Contract.
- 8.2 DVSA will supply an Examiner to carry out Testing at an ATF Site during each Testing Session for which there is a Confirmed Reservation. DVSA may in its discretion meet its obligation in respect of any particular Testing Session by supplying one or more individual Examiners to cover the Examiner time of a Testing Session between them and for the avoidance of doubt the provisions of clauses 10.4 to 10.8 shall be construed accordingly.
- 8.3 DVSA will ensure that at all times whilst he is present on an ATF Site, each Examiner complies with all relevant statutory requirements including those detailed at clause 6.3 and any reasonable site rules relating to the operation of the relevant ATF Site which have been sent to DVSA in advance of the Examiner attending the ATF Site for the purpose of undertaking Statutory Testing and Related Activities.
- 8.4 Upon completion of Statutory Testing, or Related Activities, the Examiner will provide to the ATF Party or the Third Party, as appropriate, the relevant documentation relating to the test result. As soon as reasonably practicable following the completion of Testing, DVSA will enter all the test results onto the relevant DVSA electronic database.
- 8.5 DVSA will provide feedback where appropriate to the ATF Party on the results of any Quality Assurance Inspection concerning the ATF Party's compliance with the ATF Requirements and its obligations under the Contract.
- 8.6 DVSA will use its reasonable endeavours to:
- 8.6.1 minimise any impact and disruption to the ATF Party and ATF Site as a result of a Quality Assurance Inspection; and
 - 8.6.2 return the ATF Site and Testing Equipment to the condition present at the time DVSA began the Quality Assurance Inspection.
- 8.7 DVSA may from time to time by notice to the ATF Party modify or supplement the ATF Requirements where it reasonably considers this necessary or desirable in consequence of any change to Statutory Testing requirements or Related Activities requirements, the introduction of any new type of vehicle test, any change to any applicable legal requirement including Health and Safety Requirements or where DVSA otherwise reasonably considers this necessary or desirable in connection with the efficient and effective conduct of Testing.
- 8.8 For the purposes of clause 8.7 notice of a change given to an ATF Party may be given generally to all Authorised Testing Facility Providers by publication by DVSA on the website www.gov.uk or such other publicly available website or medium as DVSA from time to time considers most appropriate and such notice shall be deemed to be effectively served on the date of such publication.
- 8.9 If an Examiner reasonably considers the Test Area or Testing Equipment unfit to conduct Statutory Testing or Related Activities in a safe and legally compliant manner, he may not undertake such Testing using the affected Test Area or Testing Equipment until the defects have been remedied to the reasonable satisfaction of DVSA.
- 8.10 If an Examiner suspends Testing at an ATF Site pursuant to clause 8.9 the Examiner or the Contract Manager (or a person nominated by him to act on behalf of DVSA) shall confirm this to the Site Manager as soon as reasonably practicable thereafter. If, as a result of such suspension, Testing cannot be carried out for one or more Testing Sessions for which there are Confirmed Reservations until the ATF Party remedies the defects identified, those Reservations will be deemed to have been cancelled by the ATF

Party by notice served at the time when confirmation is provided to the Site Manager under this clause 8.10.

- 8.11 For the avoidance of doubt, an Examiner may decline to carry out Testing on any vehicle where, in his reasonable opinion, the vehicle is not presented in a fit condition for Testing or in accordance with any other relevant requirements of the applicable Regulations or, testing regime in the case of Related Activities.

9. BOOKING PROCESS

- 9.1 The Parties agree to comply with the Booking Policy, which is set out in Schedule 1. The Booking Policy is published from time to time by DVSA on the website www.gov.uk, or on such other website or via such other media as DVSA from time to time considers appropriate.
- 9.2 Applications to reserve Examiner time for the carrying out of Testing in a Testing Session at an ATF Site (“Applications”) must be made in accordance with the Booking Policy.
- 9.3 DVSA may amend the Booking Policy at any time. Before any change takes effect DVSA will consider whether and to what extent it should seek the views of Authorised Testing Facilities Providers and such other persons as it considers appropriate. DVSA will give reasonable notice of any change which may be given generally to all Authorised Testing Facilities Providers via publication on the website www.gov.uk or on such other website or via such other media as DVSA from time to time considers appropriate and shall be deemed served on publication.

10. CONFIRMED RESERVATIONS

- 10.1 In this Contract a “Reservation Fee” means a fee charged by DVSA for the reservation of an Examiner to attend at an ATF Site to carry out Testing during a Testing Session(s).
- 10.2 The Booking Policy, which is Schedule 1, details the numerous Testing Session options that are available in a Working Day. The calculation of the Reservation Fee is detailed in Schedule 3 of this Contract.
- 10.3 DVSA may amend the Reservation Fee at any time. Where DVSA proposes to increase the Reservation Fee by an amount which is greater than percentage change in the current (at the time of giving notice of the increase) Office of National Statistics Consumer Price Index from the same index at April 2015 or the date on which DVSA last proposed an increase to the Reservation fee (whichever is the later) it will consult Authorised Testing Facilities Providers and such other persons as it considers appropriate. The consultation to be in such form and over such period as DVSA reasonably considers appropriate and before any change takes effect, DVSA will give reasonable notice of any change which may be given generally to all Authorised Testing Facilities Providers via publication on the website www.gov.uk or on such other website or via such other media as DVSA from time to time considers appropriate and shall be deemed served on publication.
- 10.4 If the late arrival of an Examiner at an ATF Site 2 hours or more after the start of a Testing Session for which there is a Confirmed Reservation delays the start of Testing for that time, DVSA will pay the ATF Party a sum that is equal to the Reservation Fee (net of any VAT) for that Testing Session.
- 10.5 Where an Examiner fails to complete a Testing Session for which there is a Confirmed Reservation, DVSA will not be entitled under paragraph 8 of Schedule 3 to retain the amount by which the Reservation Fee for that period exceeds the aggregate amount of Fees for which the ATF Party or any other person is liable in respect of Testing carried out during that Testing Session.

- 10.6 Subject to clause 10.7, for the purposes of clause 10.5, an Examiner will fail to complete a Testing Session if he does not remain at the ATF Site:
- 10.5.1 until the end of the Testing Session as originally scheduled; or
 - 10.6.2 where he has arrived at the ATF Site after the start of the Testing Session, until the end of an equivalent period after the originally scheduled end of the Testing Session.
- 10.7 An Examiner shall not be taken to have failed to complete a Testing Session under clause 10.5 if any person at the ATF Site reasonably in a position to know has indicated that no more vehicles are expected to be presented for Testing for the remaining part of that Testing Session (whether as originally scheduled or as extended when an Examiner has arrived late) and the Site Manager (or other person on behalf of the ATF Party whom the Examiner may reasonably take to be deputising for the Site Manager) agrees that the Examiner may leave before the Testing Session is completed.
- 10.8 Where DVSA does not provide an Examiner at all for a Testing Session for which there is a Confirmed Reservation, DVSA will:
- 10.8.1 pay the ATF Party a sum that is equal to the Reservation Fee (net of any VAT) for that Testing Session;
 - 10.8.2 refund Reservation Fee paid for that Testing Session, via the Payments Policy, contained in Schedule 2;
 - 10.8.3 provide a credit, via the Payment Policy contained in Schedule 2, with the amount of any Fees paid in advance by the ATF Party in respect of tests that could reasonably have been expected to be undertaken by an Examiner in that Testing Session; and
 - 10.8.4 offer to make an Examiner available for an alternative Testing Session to carry out Testing at the ATF Site for a Testing Session not more than three (3) Working Days after the Day of the Testing Session for which no Examiner was provided.
- 10.9 If the ATF Party accepts a reservation for a replacement Examiner offered under clause 10.8.4, there will be a Confirmed Reservation in respect of that Examiner for the Testing Session in question and all the provisions of this Contract relating to Confirmed Reservations including this clause and clause 11 will then apply to that Reservation.
- 10.10 For the avoidance of doubt, the provisions of this clause will not apply where clause 13 (Force Majeure) applies but, without prejudice to clause 13.4, DVSA will use reasonable endeavours, where an Examiner is unable to attend or complete a Confirmed Reservation by reason of Force Majeure, to offer a reservation for an alternative Testing Session as soon as reasonably practicable thereafter.

11. PAYMENTS

- 11.1 The Parties agree to comply with the Payments Policy, set out in Schedule 2. The Payments Policy is published from time to time by DVSA on the website www.gov.uk, or on such other website or via such other media as DVSA from time to time considers appropriate).
- 11.2 DVSA may amend the payment mechanism within Payments Policy at any time. Before making a material change to payments mechanism DVSA will consider whether and to what extent it should seek the views of Authorised Testing Facilities Providers and such other persons as it considers appropriate. DVSA will give reasonable notice of any change which may be given generally to all Authorised Testing Facilities Providers via publication on the website www.gov.uk or on such other website or via such other media as DVSA from time to time considers appropriate and shall be deemed served on publication.

12. PAYMENTS IN RELATION TO RE-EXAMINATIONS AND APPEALS

- 12.1 If a vehicle has been re-examined by an Examiner pursuant to a right of appeal and DVSA has determined that all or part of the re-examination Fee shall be refunded, DVSA shall either provide a credit, via the Payments Policy contained in Schedule 2, of the amount paid by the ATF Party or where the person who paid the Fee where that person was not the ATF Party refund that amount directly to that person.
- 12.2 Where an amount is credited to the ATF Party, via the Payments Policy contained in Schedule 2, under clause 12.1, the ATF Party shall refund the same amount to any Third Party which has previously paid an equivalent sum to the ATF Party for it to arrange for the presentation of the vehicle for re-examination on appeal. If no such sum has been paid in advance, the ATF Party will discharge any liability owing to it by the Third Party in respect thereof. The ATF Party will also, in such a case, refund the whole of any applicable Pit Fee paid for such re-examination, or a proportionate part thereof if only a part of the re-examination Fee has been refunded by DVSA or, where no Pit Fee has been paid in advance, will discharge any liability of the Third Party for that Pit Fee or part thereof, as the case may be.
- 12.3 DVSA will credit, via the Payments Policy contained in Schedule 2, the amount of any Pit Fee or part thereof which the ATF Party has refunded under clause 12.2 subject to the ATF Party providing satisfactory evidence of such refund having been made.

13. FORCE MAJEURE

- 13.1 If either Party is or could reasonably be expected to be materially hindered, prevented or delayed from performing any of its obligations under the Contract by reason of Force Majeure such obligations will be suspended (to the extent affected) for a period equal to the duration of Force Majeure or otherwise as agreed between the Parties. However, if such Force Majeure prevents the Affected Party from performing its material obligations under the Contract for a period in excess of ninety (90) consecutive Days, (which in the case of an obligation in relation to an ATF Site means performance in relation to all ATF Sites under the Contract), either Party will have the right to terminate the Contract with immediate effect by giving notice to the other Party.
- 13.2 The provisions contained in clause 13.1 will not apply where the Affected Party's hindrance in performing, or inability to perform, its obligations during a Force Majeure under the Contract could have been reasonably avoided or mitigated by the maintenance of business continuity and disaster recovery plans and the implementation of such plans.
- 13.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 13.1, it will immediately notify the other Party by the most expeditious method then available and will inform the other of the period for which it is estimated that such failure or delay will continue.
- 13.4 The Affected Party will use all reasonable endeavours to minimise the effects of Force Majeure.
- 13.5 The Affected Party will as soon as reasonably practicable following the cessation of Force Majeure notify the other Party in writing of that cessation and will immediately resume full performance of its obligations under the Contract except where otherwise agreed between the Parties pursuant to clause 13.1.
- 13.6 Except to the extent expressly stated in this Contract neither Party will be released from any of its obligations under the Contract as a result of Force Majeure.

14. SUSPENSION OF AUTHORISATION AND OF DVSA TESTING

- 14.1 Without prejudice to any of its rights under clause 15 (Termination), DVSA may suspend Authorisation of any ATF Site in accordance with the provisions of this clause by giving notice to the ATF Party specifying the nature of the fault and requiring the fault to be

remedied within two (2) Months of the date of the notice or as otherwise specified by DVSA.

- 14.2 Authorisation may be suspended where:
- 14.2.1 in DVSA's reasonable opinion, the ATF Party has materially breached or is in material breach of any of its obligations under clauses 6.2 and 6.3 in relation to that ATF Site; or
 - 14.2.2 the ATF Party charges a Third Party a Pit Fee in relation to that site which exceeds the Pit Fee Cap.
- 14.3 For the duration of any suspension of Authorisation, DVSA will not provide Examiner's to the suspended ATF Site, any Confirmed Reservations for that site during that period will be deemed cancelled by the ATF Party, and DVSA shall not be required to accept any Applications to reserve an Examiner at that site.
- 14.4 The ATF Party will have the right to appeal the suspension of Authorisation by way of the dispute resolution process outlined in clause 18 but that appeal will not delay the suspension or the time required for remedial work to be completed pursuant to clause 14.1 and shall not prejudice the operation of clause 14.3 pending the resolution of that appeal.
- 14.5 Subject to any successful appeal under clause 14.4, a suspension imposed under this clause will remain in force until DVSA gives notice to the ATF Party that it has been lifted. Where DVSA is notified by the ATF Party that the fault has been remedied DVSA will verify within 7 Days of the notification whether the fault has been remedied and as soon as DVSA is satisfied, acting reasonably, that the fault has been remedied will give notice that the suspension has been lifted. Where the fault concerns the ATF Party charging a Third Party a Pit Fee in excess of the Pit Fee Cap, the fault shall be treated as having been remedied when DVSA has been provided with evidence on which it may reasonably be satisfied that the excess charge has been refunded to the Third Party.

15. WITHDRAWAL OF AUTHORISATION AND TERMINATION

Withdrawal of Authorisation

- 15.1 DVSA will have the right to withdraw authorisation of an ATF Site with immediate effect by notice where:
- 15.1.1 the ATF Party fails to remedy the faults detailed in a notice of suspension of Authorisation within the required time frame pursuant to clause 14.1.
 - 15.1.2 the ATF Party undertake any activities which negatively affect the fair usage policy, contained in the Booking Policy, for a period of time. For the sake of clarity the period of time may be in blocks (e.g. weeks or months) and/or specific Days.
 - 15.1.3 if a notice or notices is/are served in relation to a Failed Draw Down for a period of time. For the sake of clarity the period of time may be in blocks (eg weeks or months) and/or specific Days.
 - 15.1.4 if on three or more occasions in any twelve month period DVSA has served a notice on in relation to a Failed Draw Down on the ATF Party.
 - 15.1.5 conviction of the Authorised Testing Facility Provider, a partner of the Authorised Testing Facility Provider, a director of the Authorised Testing Facility Provider or a manager of the Authorised Testing Facility Provider - whether or not the conviction arises from his/her action in connection with the ATF scheme - for any criminal offence in circumstances that, in DVSA's opinion, may have damaged the repute or the integrity of the ATF scheme, particularly where the offence is connected with the ATF scheme or the motor trade.

Effect of Withdrawal of Authorisation

- 15.2 Upon the withdrawal of Authorisation of an ATF Site under clause 15.1, where that occurs without termination of the Contract under clause 15.3, or under clause 15.5.2, the following provisions of this clause 15.2 shall have effect:
- 15.2.1 DVSA will, having deducted any amount due to DVSA in relation to the ATF Site which has lost its authorisation whether pursuant to the Contract or on account of unpaid Fees, as soon as reasonably practicable and in any event within 5 Working Days, return by way of electronic transfer to an account nominated by the ATF Party, the total amount owing to the ATF Party's for that ATF Site.
 - 15.2.2 the ATF Party will immediately cease to display the ATF Logo at that ATF Site and cease use of the ATF Logo in relation to that site.
 - 15.2.3 all outstanding Confirmed Reservations will be deemed cancelled for that ATF Site.
 - 15.2.4 where there were Confirmed Reservations timed to take place not more than 7 Days after the date on which the withdrawal of authorisation takes effect, the Reservation Fee in respect of those Confirmed Reservations will remain payable and any sums which have already been deducted by DVSA pursuant to clause 11 in connection with such Confirmed Reservations will not be refundable. DVSA will have no liability in relation to any Confirmed Reservations under clause 10 but may make such arrangements as it sees fit in its absolute discretion in relation to them, and for the avoidance of doubt where any tests are carried out by DVSA, the ATF Party will remain liable for any Fees owing in respect thereof save to the extent that liability has been discharged by the payment of a Reservation Fee.
 - 15.2.5 the ATF Party will assist and co-operate with DVSA and other Authorised Testing Facilities and Third Parties where appropriate to ensure the orderly and convenient transition and completion of any previously Confirmed Reservations in all respects, including where advance payment has been made by a Third Party to the ATF Party, without inconvenience or additional cost to the Third Party.
 - 15.2.6 the ATF Party will immediately return to DVSA or permit DVSA to access the ATF Site to retrieve:
 - 15.2.6.1 all Confidential Information, Personal Information and Intellectual Property materials in the ATF Party's possession in relation to performance of the Contract at that ATF Site which were obtained in the course of the Contract;
 - 15.2.6.2 all property belonging to DVSA and stored at the ATF Sites or loaned to the ATF Party in connection with the performance of the Contract.
 - 15.2.7 upon request the ATF Party will provide all information concerning the provision of Statutory Testing and Related Activities at that ATF Site which may reasonably be requested by DVSA for the purposes of adequately understanding the manner in which Statutory Testing and Related Activities have been provided.

Termination

- 15.3 The withdrawal of authorisation of an ATF Site under clause 15.1 where that site was the only ATF Site authorised under the Contract, shall operate to terminate the Contract with immediate effect.
- 15.4 DVSA will have the right to terminate the Contract with immediate effect by notice where the ATF Party:
- 15.4.1 commits a Default, other than the types specified in clause 14.2, and has not remedied that Default to the satisfaction of DVSA within 30 Days, or such other

- period as may be specified by DVSA, on a breach by breach basis, after service of a notice specifying the Default and requesting it to be remedied;
- 15.4.2 commits a Default which is in material breach of the Contract, including a breach of clause 22.10;
 - 15.4.3 commits a Default which is ongoing and which in the reasonable opinion of DVSA is not capable of remedy;
 - 15.4.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 without the prior written consent of DVSA.
 - 15.4.5 if DVSA do not consider sufficient financial resources are available.
 - 15.4.6 conviction of the Authorised Testing Facility Provider, a partner of the Authorised Testing Facility Provider, a director of the Authorised Testing Facility Provider or a manager of the Authorised Testing Facility Provider - whether or not the conviction arises from his/her action in connection with the ATF scheme - for any criminal offence in circumstances that, in DVSA's opinion, may have damaged the repute or the integrity of the ATF scheme, particularly where the offence is connected with the ATF scheme or the motor trade.
 - 15.4.7 the ATF Party serves a notice under clause 3.3, the result of which no sites are authorised under Schedule 4 of this Contract.
- 15.5 Unless otherwise specified in this Contract, the ATF Party will have the right:
- 15.5.1 to terminate the Contract with immediate effect by notice where during any rolling year period DVSA has failed to provide an Examiner at all for five percent or more of Testing Sessions for which a Confirmed Reservation was in force;
 - 15.5.2 in respect of an ATF Site for which, during any rolling year period, DVSA has failed to provide an Examiner at all for five percent or more of Testing Sessions for which a Confirmed Reservation was in force at that site, to notify DVSA that the ATF Site should cease to be authorised and on receipt of that notice:
 - 15.5.2.1 DVSA shall withdraw the Authorisation of the site with immediate effect; and
 - 15.5.2.2 the provisions of clause 15.2 shall have effect in relation to that site.
- 15.6 DVSA will have the right to terminate the Contract with immediate effect by written notice where the ATF Party is a company and in respect of that company:
- 15.6.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 15.6.2 a resolution for its winding-up is passed and/or shareholders meeting is convened for the purpose of considering a resolution that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 15.6.3 a petition is presented for its winding up (which is not dismissed within 14 Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 15.6.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 15.6.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 15.6.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

- 15.6.7 being a “small company” for the purposes of Part 15 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 15.6.8 any event similar to those listed in this clause 15.6.1 to 15.6.7 occurs under the law of any other jurisdiction.
- 15.7 DVSA will have the right to terminate the Contract with immediate effect by written notice where the ATF Party is an individual or partnership and where:
- 15.7.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the ATF Party's creditors;
 - 15.7.2 a petition is presented and not dismissed within 14 Days or order made for the ATF Party's bankruptcy;
 - 15.7.3 a receiver, or similar officer is appointed over the whole or any part of the ATF Party's assets or a person becomes entitled to appoint a receiver or similar officer over the whole or any part of his assets;
 - 15.7.4 the ATF Party is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
 - 15.7.5 a creditor or encumbrancer 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 ATF Party's assets and such attachment or process is not discharged within 14 Days;
 - 15.7.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - 15.7.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

Effect of Termination

- 15.8 Upon termination DVSA will, having deducted any amount due to DVSA pursuant to the Contract or on account of unpaid Fees, as soon as reasonably practicable and in any event within 5 Working Days, return by way of electronic transfer to an account nominated by the ATF Party, the total amount owing to the ATF Party.
- 15.9 Subject to clause 15.10, upon termination, all outstanding Confirmed Reservations will be deemed cancelled.
- 15.10 Where DVSA has terminated the Contract, other than by expiry on notice under clause 4.1.1, and where there are Confirmed Reservations for Testing Sessions timed to take place not more than 7 Days after the date on which termination takes effect, the Reservation Fee in respect of those Confirmed Reservations will remain payable and any sums which have already been deducted by DVSA pursuant to clause 11 in connection with such Confirmed Reservations will not be refundable. DVSA will have no liability under clause 10 in relation to any such Confirmed Reservations but may make such arrangements as it sees fit in its absolute discretion in relation thereto and, for the avoidance of doubt where any tests are carried out by DVSA, the ATF Party will remain liable for any Fees owing in respect thereof save to the extent that liability has been discharged by the payment of a Reservation Fee.
- 15.11 Upon termination, the ATF Party will:
- 15.11.1 immediately return to DVSA or permit DVSA to access the ATF Sites to retrieve:
 - 15.11.1.1 all Confidential Information, Personal Information and Intellectual Property materials in its possession relating to the performance of the Contract at the ATF Site which were obtained in the course of the Contract; and
 - 15.11.1.2 all property belonging to DVSA and stored at the ATF Sites or loaned to the ATF Party in connection with the performance of the Contract.

- 15.11.2 immediately cease to display the ATF Logo and cease use of the ATF Logo in relation to that site;
 - 15.11.3 assist and co-operate with DVSA and other Authorised Testing Facilities and Third Parties where appropriate to ensure the orderly and convenient transition and completion of any previously Confirmed Reservations in all respects, including, where advance payment has been made by a Third Party to the ATF Party, without inconvenience or additional cost to the Third Party; and
 - 15.11.4 upon request provide all information concerning the provision of Statutory Testing and Related Activities at that ATF Site which may reasonably be requested by DVSA for the purposes of adequately understanding the manner in which Statutory Testing and Related Activities have been provided.
- 15.12 Save as otherwise expressly provided in this Contract:
- 15.12.1 termination of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination and nothing in this Contract shall prejudice any amount outstanding at such termination; and
 - 15.12.2 termination of this Contract shall not affect the continuation of any rights, remedies or obligations of either Party under this clause or clauses 7 (Third Party Access, Pit Fees and Intellectual Property Rights), 11 (Payment), 12 (Payments in relation to re-examinations and appeals), 17 (Confidentiality and Data Protection), 19 (Third Party Rights), 20 (Assignment), and 22 (Miscellaneous) which are expressed to have or are capable of having effect after termination.

16. LIABILITY AND INDEMNITY AND INSURANCE

- 16.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence.
- 16.2 The ATF Party will indemnify and keep DVSA indemnified against any and all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of or in consequence of any Default on the part of the ATF Party including in respect of its performance, purported performance or non-performance of any of its obligations under this Contract, including in respect of any death or personal injury, or loss of or damage to property, save to the extent that any act or neglect of DVSA (including any failure to use reasonable endeavours to mitigate any such claims, proceedings, actions, damages, costs, expenses or other liabilities) contributed to the same.
- 16.3 Subject always to clause 16.1, DVSA shall have no liability for any loss howsoever arising from:
 - 16.3.1 the circumstances set out in clause 10.4, other than as provided in that clause;
 - 16.3.2 the circumstances set out in clause 10.5, other than as provided in that clause;
 - 16.3.3 the circumstances set out in clause 10.8, other than as provided in that clause.
- 16.4 Subject always to clause 16.1, and without prejudice to clauses 16.2 and 16.3, for no Default will either Party be liable to the other for:
 - 16.4.1 loss of profits, business, revenue or goodwill; and/or
 - 16.4.2 Indirect or consequential loss or damage, including any loss arising out of the unavailability or restriction on use of any vehicle.
- 16.5 The ATF Party must hold employer's liability insurance in respect of its staff in accordance with any legal requirement from time to time in force.
- 16.6 The ATF Party will effect and maintain with a reputable insurance company a policy or policies of insurance with a suitable excess providing an adequate level of cover in respect of all risks which may be incurred by the ATF Party arising out of the performance, purported performance or non-performance by the ATF Party of its obligations under this Contract, including death or personal injury, loss of or damage to

property or any other loss. Such policies shall be maintained for the duration of the Contract and a minimum of 6 (six) years following the termination of the Contract.

16.7 The ATF Party shall provide DVSA, on request, with copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

16.8 The provisions of any insurance or the amount of cover shall not relieve the ATF Party of any liabilities under this Contract.

17. CONFIDENTIALITY AND GENERAL DATA PROTECTION REGULATION (GDPR)

17.1 Except to the extent set out in this clause or where disclosure is expressly permitted or required elsewhere in this Contract, each Party shall:

17.1.1 treat the other Party's personal data and Third-Party personal data as confidential and safeguard it accordingly;

17.1.2 not disclose, communicate or publish the other Party's personal data or any Third Party's personal data to anyone without the express consent of the owner of that personal data, except to its employees on a need-to-know basis only and in connection with the performance of the Contract and

17.1.3 comply with all its obligations under the Data Protection Act 2018 and UK GDPR in relation to the processing of Personal Data for which it becomes responsible pursuant to or in connection with the performance of its obligations or exercise of its rights under this Contract.

17.2 The provisions contained in clause 17.1 will not apply to the extent that:

17.2.1 such disclosure is a legal or Parliamentary requirement placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004;

17.2.2 such disclosure is for the purposes of any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DVSA has used its resources;

17.2.3 such disclosure is required by an order of any court within the jurisdiction;

17.2.4 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure;

17.2.5 such information was obtained from a third party without obligation of confidentiality;

17.2.6 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract;

17.2.7 in the case of Third-Party personal data, disclosure is by the ATF Party or DVSA to the other in connection with the performance of the Contract or is information on test pass statistics provided by DVSA to manufacturers in relation to particular dealerships or maintainers.

17.3 DVSA may disclose any personal data acquired by it under or pursuant to the Contract without the prior consent of the other Party if such disclosure is made in good faith to any outside consultants or advisers engaged by or on behalf of DVSA and acting in that capacity, upon obtaining from such consultants or advisers an undertaking of confidentiality equivalent to that contained in clause 17.1.

17.4 Each Party will use all reasonable endeavours to ensure that any government department or employee to whom the other Party's personal data is disclosed pursuant to this clause is made aware of these obligations of confidentiality.

17.5 Nothing in this agreement shall prevent DVSA from disclosing any Confidential Information to any Crown Body when required by legislation or given reasonable cause. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential as is not to be disclosed to a third part which is not part of any Crown Body.

18. DISPUTE RESOLUTION

18.1 In the event of any dispute or difference (a “dispute”) arising out of or in connection with this Contract, including any question regarding its existence, performance, interpretation, validity, construction or termination, then either Party may serve a written notice of dispute on the other Party which adequately identifies, and provides details of, the dispute.

18.2 Within 7 Days or otherwise as arranged between the Parties, of service of a notice of dispute pursuant to clause 18.1, the representatives identified in clause 5 will meet to resolve the dispute by negotiation.

18.3 If the Parties representatives are unable to resolve the dispute within 30 Days of service of the notice of dispute, the dispute will be escalated where possible to the Parties representatives’ senior managers.

18.4 If the senior managers are unable to resolve the dispute within 14 Days of being notified of the dispute, the Parties may agree to refer the dispute to mediation. In such circumstances the mediator will be appointed by agreement between the Parties, or, if they are unable to agree upon a mediator within 10 Working Days after a request by one Party to the other or if the mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a mediator or within 10 Working Days of notice to either Party from the mediator that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a mediator.

18.5 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

18.6 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by the Party’s representatives.

18.7 Failing agreement, either of the Parties may invite the mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

18.8 If the dispute is not resolved through the process set out at clauses 18.2, 18.3, or 18.4 or either Party reasonably believes that the dispute is not capable of resolution in such way, the Parties will be free to commence any claim, legal action or proceeding.

18.9 Notwithstanding the existence of a dispute, each Party will continue to perform its obligations hereunder, and nothing will prevent a Party from seeking interim or interlocutory relief in the English courts.

19. THIRD PARTY RIGHTS

19.1 Subject to the provisions of this clause, a person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

- 19.2 A Third Party provided with access to the ATF Site for the purposes of Statutory Testing or Related Activities shall be entitled to enforce any of the provisions of this Contract which confer a benefit on him against the ATF Party.
- 19.3 Notwithstanding clause 19.2, DVSA and the ATF Party may by agreement vary or rescind any or all of the provisions of this Contract without obtaining the consent of any Third Party and, for the avoidance of doubt, clause 19.2 shall also in no way prejudice the rights or obligations of DVSA or the ATF Party under clauses 14 (Suspension of Authorisation), 15 (Termination), 18 (Dispute Resolution), or 20 (Assignment and Sub-contracting) and no Third Party shall be able to enforce any provision of those clauses.

20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1 The ATF Party may not sub-contract any of its obligations or assign any of its rights under this Contract without DVSA's consent, such consent not to be unreasonably withheld or delayed.
- 20.2 DVSA may, without the consent of the ATF Party, assign all or any part of its rights under the Contract to any public authority, but otherwise shall not be entitled to assign or transfer the benefit of the Contract and/or any obligations hereunder to any party without the ATF Party's consent, such consent not to be unreasonably withheld or delayed.
- 20.3 Nothing in clause 20.2 shall restrict DVSA's entitlement to sub-contract the performance of its obligations under this Contract.

21. NOTICES

- 21.1 Save as otherwise provided, all notices, reports, approvals, consents and other communications will be in writing and will be served by letter (sent by hand, first class post, recorded delivery or special delivery) by facsimile transmission or by electronic mail on the representative of the other Party referred to in clause 5.
- 21.2 Any notice or other communication sent to DVSA will be sent to the DVSA address specified in Schedule 4 or such address as may be publicised by DVSA from time to time on the website www.gov.uk or such other publicly available website or medium as DVSA from time to time considers appropriate.
- 21.3 Any notice or other communication sent to the ATF Party will be sent to the ATF Site address as specified in Schedule 4.
- 21.4 Provided the relevant communication is not returned as undelivered, the notice or communication will be deemed to have been served:
- 21.4.1 in the case of a notice left at the address of the addressee, upon delivery at that address;
 - 21.4.2 in the case of a posted letter, on the third Day after posting; and
 - 21.4.3 in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
 - 21.4.4 immediately upon sending in the case of an electronic mail; or sooner where the other Party acknowledges receipt of such letters, facsimile transmissions, or electronic mail.

22. MISCELLANEOUS

- 22.1 This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. It supersedes all prior negotiations between the Parties and the

- ATF Party acknowledges that it has not entered into the Contract in reliance on any representations or warranties other than those expressly provided for within the Contract.
- 22.2 If a particular provision in the Contract is held to be invalid or illegal or unenforceable then that particular provision is severed and the remainder of the provision and the Contract remain in full force.
- 22.3 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise or delay in exercising any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 22.4 In the event of any inconsistency between the provisions of the Contract, the Schedules, and any other document incorporated into the Contract and it is unclear which is to take precedence then the provisions shall be interpreted so that they are given precedence in the following order:
- 22.4.1 the Clauses of this Contract,
22.4.2 the Schedules to this Contract,
22.4.3 any guidance or policy documents that may be published and updated from time to time on www.gov.uk.
- 22.5 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in accordance with Clause 21(Notices).
- 22.6 Any waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from and other or subsequent breach of the Contract.
- 22.7 The rights and remedies of the Parties will not be affected by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release will not prejudice or affect any other rights or remedies of the Parties.
- 22.8 Except where expressly specified otherwise, no variation (including any supplement, deletion or replacement) of the Contract (or any document referred to in it) (“Variation”) will be effective unless it is in writing and signed by or on behalf of each of the parties.
- 22.9 The Contract is not intended to or will not operate to create a partnership or joint venture of any kind between DVSA and the ATF Party, or to authorise any party to act as agent for the other.
- 22.10 The ATF Party warrants that in entering into this Contract it has not committed any of the Prohibited Acts and undertakes not to do any of the Prohibited Acts or to conspire with any other persons to do any of the Prohibited Acts.
- 22.11 The Contract will be deemed to have been made in England and its construction, validity and performance will be governed in all respects by English Law and the English Courts will have exclusive jurisdiction.
- 22.12 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts shall constitute one and the same instrument.
- 22.13 As soon as practicable after the Execution Date the Parties shall convene a meeting (“the Activation Meeting”) at which the Parties shall agree a date (“the Go-Live Date”) which shall be the date on which the Contract comes into effect. Immediately following the Activation Meeting DVSA will issue a revised version of Schedule 4 to the ATF Party with the Go-Live Date as the Commencement Date and the Contract shall come into effect on that date.

Signed for and on behalf of

**THE SECRETARY OF STATE FOR TRANSPORT acting through the
Driver & Vehicle Standards Agency**

By: **Jo Ratcliffe-Lewis**
(Print name) (Authorised signatory)

Signature: _____

Date: _____

Signed for and on behalf of

**THE ATF PARTY
[ATF PARTY]**

By: _____
(Print name) (Authorised signatory)

Signature: _____

Date: _____

SCHEDULE 1

Booking Policy

1.0 Introduction

Defined terms in this Schedule have the same meaning as those in the Contract.

This Schedule describes the policy and procedures that apply for the booking of Examiners to attend at an ATF Site to conduct Testing.

2.0 DVSA Booking Objective

2.1 DVSA's aim is to provide Examiners for Testing at ATF Sites at times that are convenient and best suit each individual ATF.

2.2 DVSA's ability to meet Applications for all dates and times requested will be constrained however, for example, by the total number of Examiners available on any given Day and other bookings.

2.3 DVSA cannot guarantee to meet all valid Applications in the terms asked for but will seek to do so and where DVSA considers it cannot accept a valid Application in the terms sought it will offer an alternative as set out below.

3.0 Applications for Testing Sessions

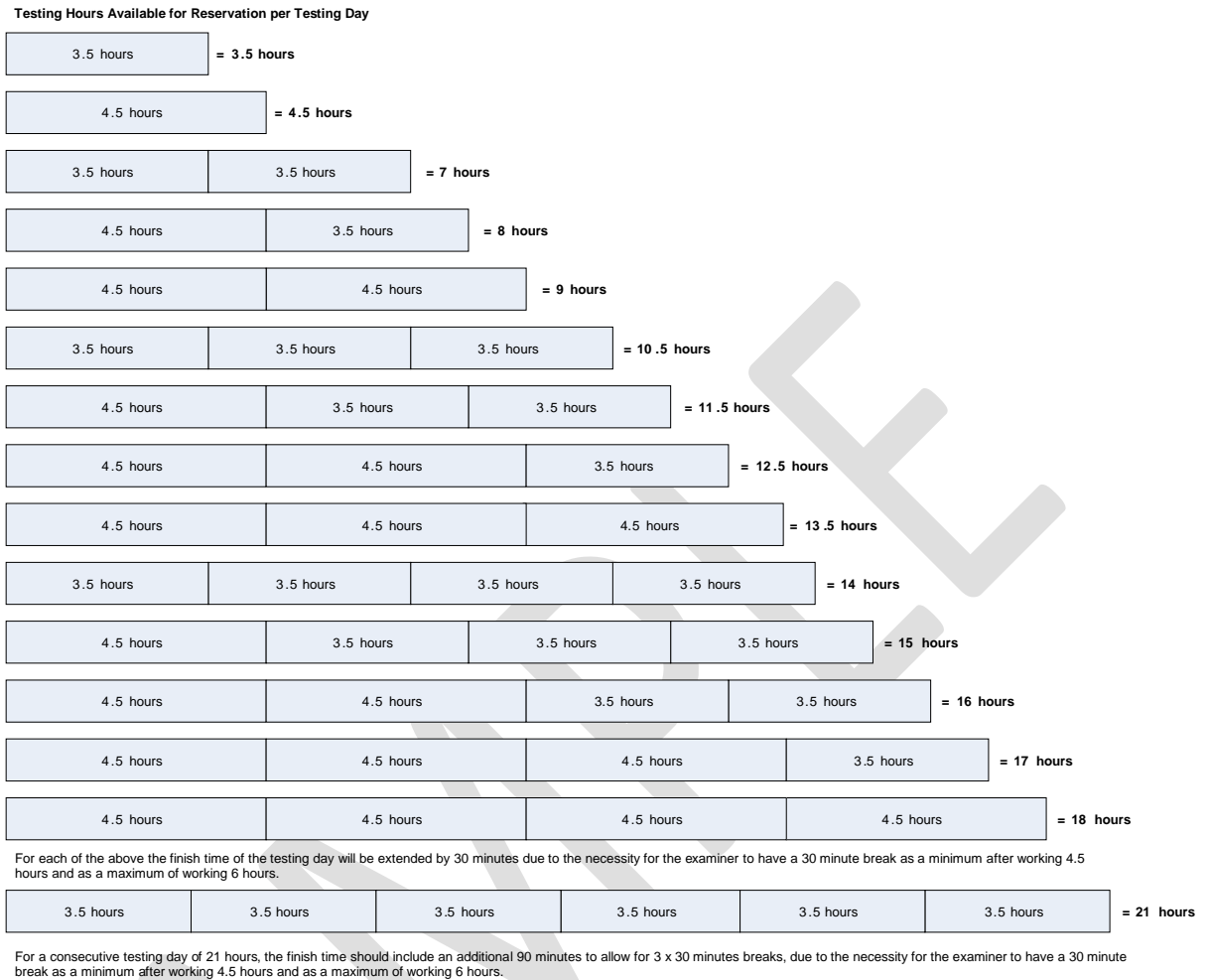
3.1 An ATF Party is able to book the attendance of an Examiner to carry out testing at an ATF Site by making an Application for Examiner time.

3.2 These bookings are to be requested in blocks of time known as 'Testing Sessions' which are separate periods of 3 and a half hours or 4 hours and a half hours.

3.3 Testing Sessions can be requested by the ATF Party in any combination to establish a Testing Day for a total duration from 3 and a half hours to a maximum of 21 hours. For the avoidance of doubt a Testing Day must be completed within one Day i.e. a single calendar day. There must be a minimum period of four hours between Testing Sessions, if the Testing Sessions are not consecutive.

The diagram below illustrates the range of combinations of Testing Sessions that are possible within a Testing Day.

Figure 1 paragraph 3.3



3.4 In booking Testing Sessions the ATF Party is reminded of the need for compliance with the Working Time Directive 2003/88/EC and the Working Time Regulations 1998 SI 1998/1833 which require employees such as Examiners to be able to take suitable breaks. Examiners must take a 30-minute break after working 6 hours, so ATF Parties must schedule a break of at least 30 minutes for Examiners working for 6 or more hours. To utilise Examiners efficiently and allow flexibility ATF Parties may wish to schedule the break at 4 and a half hours.

The diagrams below illustrate how suitable breaks may be taken:

Figure 1 clause 3.4

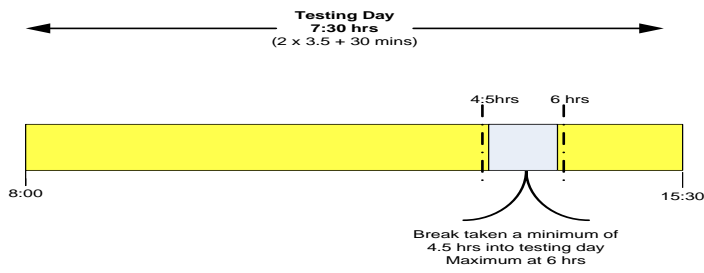
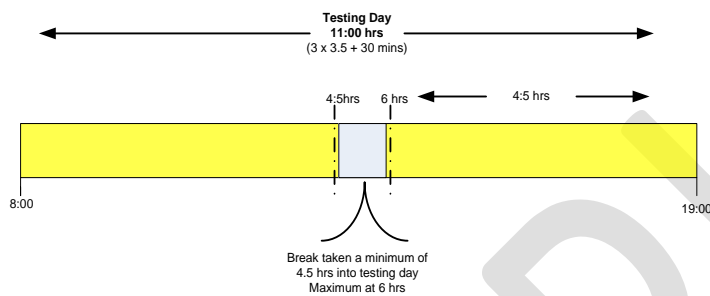


Figure 2 clause 3.4



3.5 For the avoidance of doubt working in the context of this Booking Policy as related to Testing Sessions may include an element of the Examiners travelling time to reach the ATF Site.

3.6 The precise timing of these breaks can be agreed between the Examiner and the Site Manager during the Testing Day.

3.7 In making applications the ATF Party will need to apply for Testing Periods by specifying the Day, start time and the number of Testing Sessions required so that Testing can be undertaken at the ATF Site.

3.8 On the day of the actual Testing Session the ATF Party will need to ensure that the tests that are scheduled for the period are reasonable for the Examiner to perform in the time available.

4 Application Process

4.1 Notwithstanding which of the Application process options set out in 4.4 of this Schedule 1 is followed an ATF Party will have to specify:

- i) the number of Days per week required and any preferred Day(s); and
- ii) the number and duration of Testing Sessions for each Day; and
- iii) the start and finish times of every Testing Session within each Day; and
- iv) the number of Examiners and number of test lanes intending to be used.

4.2 As part of the Application Process, DVSA will assess how it can schedule Examiners to meet ATF requirements. If any constraints are identified, DVSA will discuss this with the ATF applicant to reach an agreement on what Examiners will be available to support the ATF. DVSA will confirm in principle the agreement reached with the ATF applicant. When authorisation is granted for an

ATF Site, the bookings agreed between DVSA and the ATF Party become “Confirmed Reservations” under the Contract.

4.3 Once DVSA has notified the ATF Party that it has accepted an application or where the ATF Party has accepted an offer from DVSA for a reservation for an alternative Testing Session there will be a confirmed reservation (“Confirmed Reservation”) in respect of the Testing Period in question

4.4 An ATF Party may make Applications to DVSA in the following ways:

4.4.1 the Initial Test Session Application:

- At the time the ATF Contract is signed or, if subsequently, when authorisation is granted for an ATF Site an ATF may make an initial Application to DVSA;
- The duration of this Initial Test Session Application may extend up to 6 months to enable subsequent Applications to be made through the Quarterly Advance Application Process.

4.4.2 Quarterly Advance Application Process:

Once every three months an ATF party may make Applications for Testing Sessions within a future 3 months period.

The diagram below illustrates how the Quarterly Advance Application process works:

Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Requests deadline. 31/08	Confirmation deadline. 30/09				Review period. 01/01 - 31/03.											
			Requests deadline. 30/11	Confirmation deadline. 31/12				Review period. 01/04 - 30/06.								
						Requests deadline. 29/02	Confirmation deadline. 31/03				Review period. 01/07 - 30/09.					
								Requests deadline. 31/05	Confirmation deadline. 30/06					Review period. 01/10 - 31/12.		

- The red boxes indicate the deadline by which an Application must be submitted by the ATF party to DVSA.
- The orange boxes indicate the latest date when DVSA will advise the Confirmed Reservations to an ATF Party for the Testing Sessions intended to be carried out in the subsequent green box.
- The green boxes indicate the period for which the Applications are made in the request to be submitted by the ATF Party on or before the deadline set in the preceding red box.

DVSA will publish guidance on the way in which these requests should be submitted (see the website www.gov.uk) or other website or media that DVSA may consider appropriate).

Throughout this process DVSA will communicate with the ATF to ensure the effective use of Examiners.

DVSA will need to prioritise requests and offer alternative dates for those ATFs where part of their requirements cannot be met. The criteria DVSA will use in prioritising bookings will include among other things:

- The order in which the requests were made to DVSA;
- The extent to which an ATF has previously complied with the Fair Usage policy (having regard to under-utilisation of Examiners for Testing and record of late cancellations of Confirmed Reservations);
- The extent to which an ATF has failed to maintain sufficient funds in the pre-funded account;
- The number of tests carried out by an Examiner at an ATF Site; and
- The most efficient and cost effective deployment for DVSA of Examiners on any particular Day.

The above criteria are aimed at ensuring that the tests carried out at ATFs can be completed in the most efficient manner, thereby reducing the overall costs of testing to the end user. For those ATF Parties where their original requests cannot be confirmed (or the Testing Sessions required cannot be met), DVSA will offer alternative dates that may be booked if suitable to the ATF Party.

No later than the date identified in each red box DVSA will notify each ATF Party of the Days on which Examiners have been scheduled to be at each ATF Site. Each Day that an Examiner is scheduled to attend an ATF Site will become a Confirmed Reservation for the ATF for the period identified in subsequent green box.

ATF Parties must be aware of the amount of work that can be completed by Examiners during Testing Sessions. ATFs should not overbook the number of tests and ensure that Examiners can maintain effective utilisation without compromising the integrity of the test. DVSA may assist ATFs and advise on utilisation.

4.4.3 Short Term Application Process

In addition to the quarterly advance application process, DVSA also provides a short-term booking procedure throughout the year and on a rolling basis. DVSA will aim to meet applications made by ATFs for bookings of Examiner time in the short-term. However, availability of Testing Sessions may be limited in the short-term, for example, by the overall number of Examiners employed by DVSA and by bookings made by new ATFs and those that have a Confirmed Reservation from the advance application process. So far as reasonably practicable, DVSA will offer alternative days to those requested by ATFs if their original requests cannot be met.

Under the short-term booking process ATF Parties are able to apply to DVSA between 3 Working Days and up to 2 months in advance with a request for Testing Sessions for a particular Day. To do this, the ATF will need to contact DVSA and specify:

- The particular date or number of Days per week and any preference for particular dates or days;
- The number of Testing Periods for each Day requested; and
- The start time of the first Testing Period for each Day.

DVSA will assess its ability to meet the short-term requirements and notify the ATF either that DVSA :

- Can meet the request made by the ATF; or

- Cannot meet the request made and will offer alternative dates that are available to the ATF Party.

DVSA may exceptionally consider an application for a Testing Sessions on less than 3 Working Days notice.

The Short Term Applications process should only be used by ATFs to cover unplanned alterations to their operational requirements.

There is much greater likelihood of you obtaining your preferred Testing Sessions by using the Quarterly Advanced Requests Procedure Testing Sessions, than the Short Term Requests Procedure.

5. Confirmed Reservation

If a particular booking is agreed between DVSA and the ATF Party, then this will become a Confirmed Reservation and DVSA will schedule the attendance of an appropriate number of Examiners at the ATF Party.

6 Cancellation of a Confirmed Reservation by an ATF Party

6.1 An ATF Party may cancel a Confirmed Reservation by giving advance notice to DVSA. Notice of at least 7 complete Days should be given before the date of the Confirmed Reservation if the ATF Party does not wish to pay a cancellation charge. If less than 7 complete Days notice is given, the reservation fee for the relevant Testing Sessions shall become due to DVSA will have the right under the Contract, notwithstanding the cancellation, to deduct and retain the Reservation Fee which DVSA will normally have deducted from the ATF's Pre-Funded Account 7 calendar days before the Testing date for the relevant Confirmed Reservation. Value Added Tax (VAT) will be payable by the ATF Party on the Reservation Fee in this case.

6.2 Seven Days' notice means seven whole calendar days, which can include weekends and Bank Holidays, between the day the cancellation notice is received by DVSA and the day of the Confirmed Reservation.

So, for example, if an ATF Party in England or Wales wished to cancel a Confirmed Reservation for Thursday 2nd September 2010 without paying a cancellation charge, it would have to ensure that notice of the cancellation was received by DVSA before midnight on Wednesday 25th August (Monday 30th August is the August Bank Holiday in England and Wales in 2010).

6.3 It is possible to give notice by fax or e-mail or by post or hand delivery. If an ATF Party sends it by post it should allow another 3 Working Days for the letter to be delivered (in the example this would mean posting by Friday 20th August given the Bank Holiday) and the ATF Party should keep a record of posting. If sending notice by e-mail or fax, notice could be sent on 25th August but it would be advisable for the ATF Party to check its e-mail or fax had been received and to keep a copy of its e-mail or copy of its fax together with a copy of the fax transmission report showing the whole fax has been received, in case of any dispute.

Please note that DVSA will keep a record of Confirmed Reservations that are cancelled by an ATF and that this will be taken into account under the 'Fair Usage' policy and in the advanced booking procedure when prioritising future booking requests.

7 Cancellation of a Confirmed Reservation by DVSA

7.1 DVSA is committed to meeting Confirmed Reservations at ATFs and the application processes are designed to make this possible.

Nevertheless, even with DVSA's best efforts things may sometimes go wrong and (unless this is as a result of circumstances beyond DVSA's reasonable control, for example, severe weather, natural disaster, terrorist incident), DVSA has provided in the ATF Contract for a cancellation payment to be made if an Examiner arrives more than 2 hours after the agreed start time at an ATF or if an Examiner does not turn up at all to an ATF. In addition, where Examiners are not supplied at all for Testing Sessions, DVSA will offer a replacement Testing Sessions not more than 3 Working Days after the day of the cancelled Testing Sessions

7.2 The detail of the payment which DVSA would make in these circumstances is set out in the Contract and in the event of any difference with this Schedule 1 document the Contract prevails. For example:

- if an Examiner does not turn up at all DVSA will:
 - refund the Reservation Fee already paid for the relevant Testing Sessions plus any statutory fees already paid over and above the Reservation Fee for the relevant Testing Sessions that have not been fulfilled by DVSA ;
 - pay a further cancellation fee that is of the same amount as the Reservation Fee (net of VAT); and
 - offer alternative Testing Sessions at the ATF to replace those cancelled within 3 Working Days.¹
- if an Examiner is late (i.e. arrives more than 2 hours after the start of a Testing Session), then:
 - DVSA will pay a cancellation payment that is equal to the amount of the Reservation Fee (net of VAT) which has been paid for the Testing Session.

The Examiner will then normally stay later to complete the necessary tests, and these will need to be paid for in the normal way.²

7.3 In the event that the Examiner is unable to complete a Testing Session, DVSA will forego the Reservation Fee that would have applied to the Testing Period which is not completed.

7.4 DVSA does not accept any other liability (for instance for consequential losses, etc.) in relation to cancelled or delayed Testing Sessions.

8 Confirmed Reservations and the 'Fair Usage' policy

¹ A Reservation Fee would be payable for this replacement Testing Period in the normal way and the ATF would be liable to pay any excess amount by which total fees for testing exceed the Reservation Fee in the normal way.

² i.e. DVSA will set off the amount of fees for testing payable against the previously paid Reservation Fee with ATF liable for any further amount by which the total fees for testing payable exceed the Reservation Fee.

8.1 In order to maximize availability of Examiners and their use for all ATF Parties and the efficient and cost effective working of these arrangements, DVSA asks that ATF Parties use the booking process considerately by applying a Fair Usage policy. The Fair Usage Policy as described in this clause 8.1 of Schedule 1 means making and keeping bookings that avoid both under-utilisation of Examiners' time to carry out Testing when present for a Testing Session and frequent last minute cancellations of Confirmed Reservations. Where DVSA has cause for concern it will discuss the under-utilisation or cancellations with the ATF Party and may seek to review and change or reschedule future Confirmed Reservations at the site to ensure Fair Usage, but reserves the right where DVSA considers there is unfair usage to cancel Confirmed Reservations without any liability on its part.

SAMPLE

SCHEDULE 2

PAYMENTS POLICY AND PRE-FUNDED ACCOUNT TERMS AND CONDITIONS

2.1 **Payment Policy**

- 2.1.1 The ATF Party will maintain for each ATF Site a pre-funded account with DVSA (the “Pre-Funded Account”) that will be used to make payment to DVSA in relation to tests to be undertaken at that ATF Site.
- 2.1.2 Subject to clause 10.1 of this Contract, at the end of each Testing Day DVSA will be entitled to deduct a Reservation (minimum) Fee for each Testing Session at the ATF Site for which there is a Confirmed Reservation from the Pre-Funded Account.
- 2.1.3 In the event that the Pre-Funded Account contains insufficient cleared funds, where DVSA have attempted to deduct funds payable pursuant to paragraph 2.1.2 of this Schedule, DVSA will notify the ATF Party of the need to transfer additional funds to the Pre-Funded Account. This is a Failed Draw Down.
- 2.1.4 Where DVSA has served notice under paragraph 2.1.3 of this Schedule, DVSA reserves the right to cancel the Confirmed Reservation by notice where the Pre-Funded Account still contains insufficient cleared funds by the end of the third Day following the service of the notice under paragraph 3 of this Schedule.
- 2.1.5 DVSA will apply the amount of the Reservation (minimum) Fee deducted pursuant to paragraph 2.1.2 of this Schedule towards discharging the liability of the ATF Party or any other person in respect of Fees for Testing carried out during the relevant Testing Session at that site.
- 2.1.6 If the amount of the Reservation (minimum) Fee is less than the total amount of Fees for which the ATF Party or any other person is liable in respect of Testing carried out during the relevant Testing Session, DVSA will be entitled to deduct and retain the amount of any outstanding balance owing to it in respect of such Fees from any balance remaining in the Pre-Funded Account at the end of the relevant Testing Day at that site.
- 2.1.7 If the amount of the Reservation (minimum) Fee exceeds the aggregate amount of Fees for which the ATF Party or any other person is liable in respect of Testing carried out during a Testing Session at that site, DVSA will be entitled to retain the excess amount and to charge the VAT on that excess amount.
- 2.1.8 If the Pre-Funded Account contains insufficient cleared funds to enable DVSA to deduct any excess amount in accordance with paragraph 2.1.7 of this Schedule or any outstanding balance owed in respect of Fees in accordance with paragraph 2.1.6 of this Schedule, DVSA will give notice to the ATF Party of the need to transfer additional funds to the account. This is a Failed Draw Down.
- 2.1.9 If the ATF Party has not transferred additional funds to the Pre-Funded Account as required under paragraph 8 of this Schedule by the end of the second Working Day after service of a notice under paragraph 2.1.8 of this Schedule, DVSA may, without prejudice to any other rights or remedies available to it, whether under the Contract or otherwise, serve notice cancelling all or any Confirmed Reservations of the ATF Party until such outstanding sums are received by it in cleared funds and take further action in accordance with clause 15 of the Contract.

2.2 PREFUNDED ACCOUNTS (PFA) TERMS AND CONDITIONS

2.2.1 Opening of Account

An account will be opened upon the approval of an ATF application and can be used immediately to pay for goods or services.

For any new ATF an account will be automatically created in 'Manage your vehicle testing', once an application is fully approved.

For existing ATF's, an account will automatically be created in 'Manage your vehicle testing', with all current details being transferred.

DVSA reserves the right to refuse to open an account if there appears to be good reason for taking such an action.

2.2.2 Account Holder

An account holder will be registered to an account as the Site Manager and may authorise one (or more) delegate(s) to use the account to pay for goods or services from DVSA on the account holders' behalf.

The Site Manager will be responsible for authorising additional users. The Site Manager will retain overall responsibility for all actions on the account. Site Managers will be responsible for all expenditure incurred on their account by their registered delegates.

To change the Site Manager on an account, the account holder must inform DVSA immediately and confirm the request in writing to contract@ATF.dvsa.gov.uk any emails requesting a change of site manager must also be copied to the ATF contract signatory.

2.2.3 Security and Use of the Account

To obtain any goods or services under the account payment must be made while logged in against the appropriate ATF site. If the applicable account is still open and correct site is being used, then the cost of the goods or services will be set against the account.

It is the responsibility of the account holder to ensure that the account is kept secure to prevent account details becoming known to any person or persons not authorised by the account holder. The account holder must immediately notify DVSA if the security of their account becomes compromised. DVSA will reset the account when written confirmation has been received.

2.2.4 Payments into an Account

Payments into an account may be made either to: Driver and Vehicle Standards Agency (DVSA), Finance, Ellipse, Padley Road, Swansea, SA1 8AN or by

- ❖ **Debit/Credit card payments may be made via the 'Manage your vehicle testing' website**
- ❖ **Direct debit payments may be set up via the 'Manage your vehicle testing' website**
- ❖ **Cheque – to the address above**
- ❖ **Postal Order – to the address above**
- ❖ **Cash – in person to the address above**

Cheques and Postal Orders should be made payable to Driver and Vehicle Standards Agency (DVSA) and be crossed "Account Payee only". Cash should not be sent through the post. Finance will update the details on your account once a payment is received. Any uncleared cheques will result in your account being in deficit and the provisions in clause 15.1.3 and 15.1.4 shall apply.

2.2.5 Funding levels

The account holder must ensure that sufficient funds are kept in the account to cover their needs. You will have access to view the account balance via the manage your vehicle testing website. If the balance of the account falls below this level, DVSA will require that further funds be provided. If an account remains in deficit, future testing will be jeopardised; provisions in clauses 15.1.3 and 15.1.4 shall apply.

2.2.6 Debits from the Account

For the avoidance of doubt: Payment will normally be reconciled at the end of each days' testing session through the Pre-funded Account (PFA).

All Technical tests have to be applied for directly, via the online form available at www.gov.uk, to Central Processing Services (formerly known as Technical Services Branch) in Swansea to be assessed first, where payment is taken immediately at the time of application. Other exceptions are Retests, Class IV, V and VII tests and Prohibition Clearances where payment can be made at the time of test.

For "technical tests", where a technical assessment must be conducted before the test can be booked, the payment is debited from the PFA at the time of application.

2.2.7 Refunds

Where DVSA makes a refund in respect of goods or services originally paid from the account, the refunded amount will normally be credited back to the account.

An account holder may at any time request a partial or full refund of the balance remaining in their account. Such a request must be made in writing, email will suffice. Refunds will where possible be made using the original payment method; in exceptional circumstances refunds will be made by made by post, within 21 Days of the request.

2.2.8 Account Statements

Any delegated users will be able to view and print statement information via the manage your vehicle testing website.

Account Enquiries

Please contact DVSA on 0300 1239000 if you have any queries relating to your account.

Please Note: Any queries regarding the account may only be made by the authorised users. The account number/site code must be quoted when making such enquiries. At the point of contact users will be required to prove authentication to ensure integrity of the systems.

2.2.9 Closing of Account

An account may be closed at any time following receipt of written instructions from the Site Manager. DVSA reserve the right to close any customer account at its own discretion. When an account is closed this action will be confirmed in writing by DVSA and any funds remaining in the account will be refunded to the account holder.

2.2.10 Responsibilities Placed on DVSA

DVSA will undertake all reasonable steps to safeguard the account and to prevent expenditure not authorised by the account holder. The account will be administered efficiently and kept up to date with information and payments received from the account holder

DVSA will provide full details on expenditure incurred against the account via the 'Manage your vehicle testing' website. DVSA reserve the right to suspend use of the account at any time and will notify the account holder in writing of its reasons for taking the action.

2.2.11 GDPR Statement

We collect data directly and don't share it routinely with anyone outside of DVSA.

The personal information you provide on this form will be used for the purposes of DVSA's statutory functions. It will not be disclosed to other organisations unless required or permitted by law. We may share your personal data if we have a lawful reason to do so. For example, as part of a criminal investigation or to prevent fraud. Find out more at www.gov.uk/dvsa/privacy.

SCHEDULE 3

FEES

3.1 Pit Fee Calculation

For the purposes of clause 7.9 of the Contract the "Pit Fee Cap" means:
£55 where a test is being carried out on an HGV;
£70 where a test is being carried out on a PSV; or
£40 where a test is being carried out on a trailer.

The Pit Fee that the ATF Party may charge the Third Party is for access to the Testing Equipment and is to cover all those elements of the Statutory Testing or Related Activities where the Third Party has no choice when using an ATF.

For example:

- (i) Where the ATF has a policy that only their employees may drive a vehicle on the Test Area then this is included within the Pit Fee if however the Third Party requests the ATF to supply a driver to drive their vehicle then this is not included within the Pit Fee.
- (ii) If a Third Party wishes to hire a loaded test trailer then this would be not be included within the Pit Fee.

This is not an exhaustive list of examples.

3.2 Reservation Fee Calculation

The Reservation Fee for a Testing Session is the higher of:-

£360; or

An amount equal to the sum of the fees applying for the following tests if conducted during normal working hours at the date the Testing Session is scheduled to take place :-

- 1 x examination of a PSV (Class VI A 23+ seats) under the 1981 Regulations;
- 1 x periodical test for a 2-axle HGV under the 1988 Regulations;
- 1 x periodical test for a 1-axle trailer under the 1988 Regulations;
- 1 x periodical test for a 2-axle trailer under the 1988 Regulations;
- 1 x periodical test for a 3-axle trailer under the 1988 Regulations.

SCHEDULE 4

SITE INFORMATION

<u>Commencement Date</u>
Contract Number	028/004/0***
DVSA Contact Details	
DVSA Contract Manager	Jo Ratcliffe-Lewis
Address	Driver & Vehicle Standards Agency Commercial Team Berkeley House Croydon Street Bristol
Full postcode	BS5 0DA
Telephone number	0117 954 2514
Fax number	0117 954 3413
E-mail	jo.ratcliffelewis@dvsa.gov.uk
ATF Site Details	
Name of ATF Party	
Site code	
Site name	
Name of authorised Contract Signatory (and contact details if different to those for the ATF site)	
Name of ATF Representative (and contact details if different to those for the ATF Site)	
Address of ATF Site	
Full postcode	
Telephone number	
Fax number	
E-mail	

Is the site a Third Party Access site?	Yes/No.																																														
Will the site be available for Third Party Access to any Third Party (Open Access)?	Yes/No.																																														
Site opening hours (only required for Third Party Access Sites)	<p>The days and times below are the times the ATF is available for customers to contact the ATF to enquire about the availability of testing.</p> <p>The actual days and times of testing will be as agreed through the confirmed reservation booking process</p> <p>Tick where necessary ✓</p> <table border="1"> <thead> <tr> <th></th> <th>Open</th> <th>Closed</th> <th>Start</th> <th>End</th> </tr> </thead> <tbody> <tr> <td>Monday</td> <td>✓</td> <td></td> <td>08:00hrs</td> <td>16:00hrs</td> </tr> <tr> <td>Tuesday</td> <td>✓</td> <td></td> <td>08:00hrs</td> <td>16:00hrs</td> </tr> <tr> <td>Wednesday</td> <td>✓</td> <td></td> <td>08:00hrs</td> <td>16:00hrs</td> </tr> <tr> <td>Thursday</td> <td>✓</td> <td></td> <td>08:00hrs</td> <td>16:00hrs</td> </tr> <tr> <td>Friday</td> <td>✓</td> <td></td> <td>08:00hrs</td> <td>16:00hrs</td> </tr> <tr> <td>Saturday</td> <td></td> <td>✓</td> <td></td> <td></td> </tr> <tr> <td>Sunday</td> <td></td> <td>✓</td> <td></td> <td></td> </tr> </tbody> </table> <p>Preferred method of booking</p> <table border="1"> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Fax</td> <td></td> </tr> <tr> <td>Email</td> <td></td> </tr> </table>		Open	Closed	Start	End	Monday	✓		08:00hrs	16:00hrs	Tuesday	✓		08:00hrs	16:00hrs	Wednesday	✓		08:00hrs	16:00hrs	Thursday	✓		08:00hrs	16:00hrs	Friday	✓		08:00hrs	16:00hrs	Saturday		✓			Sunday		✓			Phone		Fax		Email	
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ATF Category	<p>{Delete all except the applicable one}</p> <p>'A' - All Vehicles and Trailers</p> <p>'B' – All Goods Vehicles and trailers</p> <p>'C' – All Public Service Vehicles</p> <p>'D' – Single Deck Public Vehicles</p> <p>'E' – All Trailers</p> <p>'F' – All rigids (including articulated tractor units)</p> <p>'G' – Restricted vehicles</p>																																														
Specified categories of vehicles that may be tested (separate sheet may be attached if necessary but should be signed and dated on behalf of both parties)	<p>{Add/delete appropriate text}</p> <p>All vehicles and trailers meeting current health and safety requirements can be tested on site.</p> <p>LEZ phase 3 can be tested at this site.</p>																																														
Restrictions (if any) on types of test that may be carried out including, if applicable	<p>{Add/delete appropriate text}</p> <p>ADR & Dangerous Goods can be tested if declared</p>																																														

by reference to categories of vehicle (separate sheet may be attached if necessary but should be signed and dated on behalf of both parties)	purged and safe for inspection.
Access restrictions (e.g. getting there)	{Add/delete appropriate text} None.
Site restrictions (e.g. height of building)	{Add/delete appropriate text} The door height is {_.__metres}.
Details of Testing Area	{Add/delete appropriate text} Not applicable – currently an unauthorised Designated Premises. See attached description including any attached map or plan ³

³ The Site description and any attached plan/map should be initialled and dated by both the DVSA and ATF party signatories

SCHEDULE 5

ATF REQUIREMENTS

1. Introduction

This Schedule sets out the physical, technical and other requirements to be complied with at the ATF Site and the requirements and standards in accordance with which the Site must be maintained.

These requirements are based primarily on ensuring the safety of staff, customers and vehicles to facilitate effective vehicle testing and the health and safety of those using the facility together with ensuring that the correct equipment is installed.

2. Categories of Authorisation

The ATF Site is authorised for Testing to be carried out on the categories of Vehicle specified in Schedule 4 and subject to any restrictions applicable to any of those vehicles.

The Examiner will not test vehicles in categories not specified in Schedule 4 and the vehicle will need to be presented to an alternative test facility which can accommodate it.

Restrictions on Type of Test

Restrictions on the types of Testing that may be carried out on vehicles are listed in Schedule 4.

3. Facilities Requirements

The testing areas within the ATF Site must at the time of Statutory Testing be reserved for that purpose only. The Facilities at the ATF Site will need to be suitable for the types of vehicles approved for testing at that site.

3.1 Vehicular Access and Movements

The facility must have a designated roadway that provides unobstructed and easy access from the site entrance and exit to the test bay entrance/exit.

3.2 Building

A permanent weatherproof building is required for certain aspects of the testing process. The Test Area must have a substantially level and flat floor; this is defined as a gradient not more than 5% and be capable of supporting the weight of vehicles under test. Floors must have adequate surface water drainage to ensure that water does not lie in the testing area and must have a low slip potential even when wet.

3.3 Doors and Headroom

Doors should be suitable to permit safe entrance and exit from the building for all the types of vehicles to be tested. The height of doorways used for vehicle access must be clearly identified.

There must be sufficient headroom inside the building to allow for jacking/raising of all the types of vehicles to be tested.

There must be a minimum of at least 1.5m between any vehicle entrance and exit door and the pit or any fixed equipment except headlight aim equipment (measured to the centre line of the roller brake tester).

3.4 Ventilation

Ventilation of the Test Area within the building should be sufficient to prevent the accumulation of exhaust fumes. Normally this can only be achieved through exhaust extraction equipment.

3.5 Lighting

The lighting must be suitable for inspection work at all stages of the test. All lighting including passages, stairways and pits shall be in accordance with HSE guidance.

The inspection lamp for the underside inspection stages must be a hand held low voltage (110v or less from a centre earth tapped transformer) or a rechargeable inspection lamp. Inspection lamp leads must be supported to prevent trip hazards. Note: Clip on battery types are not acceptable.

3.6 Communication System

An effective communication system must be provided that enables the Examiner to instruct the presenter, during the under vehicle examination and the roller brake test, whilst operating other machinery.

3.7 Office Accommodation

During the hours of testing a dedicated office area must be available to DVSA; the office must be clean, provide adequate storage and provide staff with reasonable thermal comfort. For normal testing with one Examiner on site, the following office equipment must be provided: chair, desk and telephone. The recommended minimum working area per member of DVSA staff is 3.7 m².

There needs to be an electricity supply to the office area, with sufficient sockets for the use of laptop(s) and other associated equipment.

When not present in this area during the Testing Session DVSA Examiners must have the facility to securely store equipment such as laptops, mobile phones etc.

Note: Whilst there is a general requirement for the ATF to comply with Health and Safety and associated requirements, particular attention should be paid to the Health & Safety (Display Screen Equipment) Regulations 1992, which cover the desk and chair.

For documents and tachograph sealing pliers that need to be kept securely at the site overnight, access to a safe with a cash rating of £10,000 conforming to Euro Grade 1 standard must be available for the storage by DVSA of a secure document container. The safe must be security bolted to either a brick /exterior wall or floor.

3.8 Wifi Connectivity

The ATF is required to provide a WiFi connection to the internet for use by DVSA staff when working at the facility, the connection must not connect to a cooperate LAN with additional security.

The connection must be secured by a password using WPA 2 or better protocols, no additional log on is permitted.

This connection must be available and functioning at all times when DVSA staff are present at the ATF Sites.

The connection must be configured in such a way as to not restrict DVSA staff's access to DVSA systems, technical requirements will be supplied on request.

The WiFi signal must be of a good strength in all areas of the facility where DVSA staff will be working.

The ATF Site is required to take reasonable steps to ensure that data download caps are met or exceeded and that fair usage policies are not broken in order to prevent their ISP from applying traffic shaping measures that may adversely impact connection to DVSA systems.

DVSA will not provide technical support for ATF WiFi connections.

4. Equipment Requirements

The Testing Equipment and surrounding areas within the ATF Site must at the time of Statutory Testing be reserved for that purpose only and they must comply with the relevant Health and Safety Requirements in full (www.hse.gov.uk).

The minimum equipment required for testing will depend on the types of vehicles approved for testing at the ATF Site. The table below details the equipment required by the type of vehicle to be tested and the full list of acceptable equipment can be viewed on the website www.gov.uk.

Equipment from DVSA's List of Acceptable Equipment (if appropriate)

		Trailers ONLY	All HGVs	Rigid HGVs ONLY	All PSVs
1	Roller Brake Tester	Yes	Yes	Yes	Yes
2	Load simulation provision	Yes	Yes	Yes	No
3	Headlamp Aim Tester	No	Yes	Yes	Yes
4	Pit jack	Yes*	Yes	Yes	Yes
5	Communication system for required stages	Yes	Yes	Yes	Yes
6	Exhaust emission tester(s) for diesel and, if required, petrol/LPG	No	Yes	Yes	Yes
7	Wheel play detector plates	Yes*	Yes	Yes	Yes
8	Brake airline valve lift gauge	Yes	Yes	Yes (Except where drawbar test restriction applies)	No
9	Inspection hand lamp	Yes	Yes	Yes	Yes
10	Speed Limiter Tester including seal removal tool and screw driver	No	Yes (Except own account and no analogue tachograph testing conducted)	Yes (Except own account and no analogue tachograph testing conducted)	Yes (Excluding stage carriage applicants)

**Only required if trailers tested have steered axles*

Minor Equipment

		Trailers ONLY	All HGVs	Rigid HGVs ONLY	All PSVs
1	Commercial vehicle wheel chocks x 4	Yes	Yes	Yes	Yes
2	Pry bars (large, medium, and small)	Yes	Yes	Yes	Yes
3	Approved tread depth gauge	Yes	Yes	Yes	Yes
4	Tape measures 5 metre and 30 metre	Yes	Yes	Yes	No
5	Secondary brake line adapter	Yes	Yes	Yes (Except where drawbar test restriction applies)	No
6	Palm coupling adapters	Yes	Yes	Yes (Except where drawbar test restriction applies)	No
7	King pin lift gauges (1mm & 1.6mm)	Yes*	Yes	Yes	Yes
8	Tyre probe	Yes	Yes	Yes	Yes
9	Torch	Yes	Yes	Yes	Yes
10	Secure storage for small tools	Yes	Yes	Yes	Yes

**Only required if trailers tested have steered axles*

Operating Instructions for all test equipment must be in English and available.

5. Vehicle Testing Areas

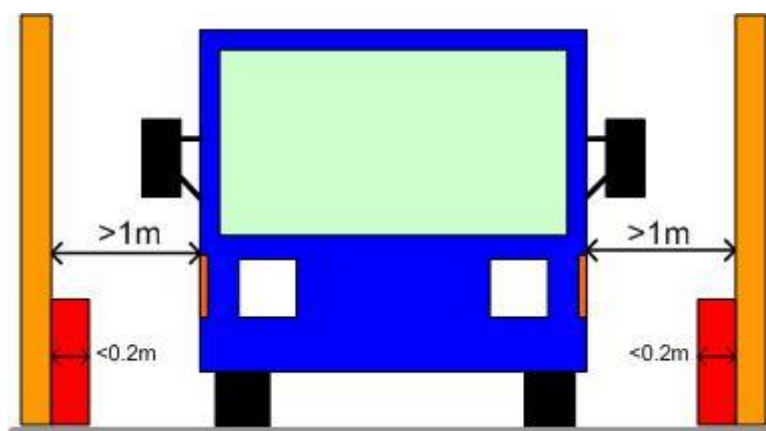
Layouts will be considered on their merits.

There must be at least 4 metres between the centre lines of test equipment in adjacent bays and test equipment located in the test bays must not encroach upon the vehicle exterior examination area such that it prevents an effective visual inspection.

All testing areas must be at least 2m wider than the vehicles to be tested, to ensure that there is at least 1m free space on either side of the vehicle when the vehicle is being

inspected, minor intrusions are permitted (defined as 0.2m depth by 0.2m width maximum).

Note: Additional free space may be required if reduced pollution or vehicle checks that require vehicle access lockers to be raised are to be undertaken.



5.1 Interior/Exterior Inspection and Size Assessment Area

A designated area must be outlined for the VSA to inspect the vehicle exterior; in order to carry out the inspection the VSA must be able to walk around the entirety of vehicle unobstructed. The area must be at least 1m wider and longer, equidistant on all sides than the largest vehicle to be tested on the site.

Note: Where vehicle test restrictions apply, markings must be provided showing acceptable dimensions and may be incorporated with the lighting floor dimensions' providing it is clearly marked as such, for example, using different colours.

5.2 Exhaust Emissions Testing

Emissions testing equipment must be provided and must be of a type included in the DVSA's list of acceptable equipment. If the testing facility wishes to test vehicles with raised exhaust output, a means of safely testing at raised level needs to be available at all times when testing is being conducted. Emission tests must be conducted in accordance with the relevant inspection manual and the relevant Health and Safety guidelines (www.hse.gov.uk).

Not required for premises where only trailers are to be tested.

A diesel smoke test meter of a type on DVSA's latest list of acceptable equipment shall be provided. Suitable access to high level exhaust outlets must be provided.

If PSVs with spark ignition engines are to be tested a gas analyser of a type on DVSA's latest list of acceptable equipment will be required.

5.3 Lighting and Reflectors Testing

5.3.1 Side Reflector and Rear Marker Inspection Aids

Floor markings are required for facilities intending to test heavy goods vehicles. These may be incorporated with the maximum vehicle size assessment area marking.

5.3.2 Headlamp Aim Testing

Calibrated Headlamp Aim Tester

A rail mounted and calibrated headlamp aim tester **with the ability to test all types of head lights** suitable for HGV, PSV which incorporates an appropriately modified aiming screen.

The Headlamp aim tester must have rails mounted. The rails must be certified as parallel to within $\pm 2\text{mm}$ of the standing area plane.

If vehicles are intended to drive over the rails, they must be recessed or suitably protected to avoid excess wear.

Headlamp aim tester equipment must be aligned to the standing area and positioned to take account of the vertical and horizontal location of headlamps tested.

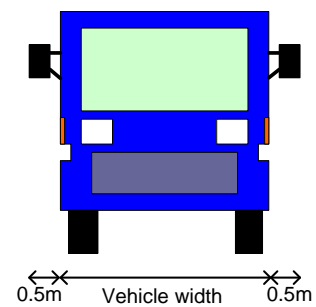
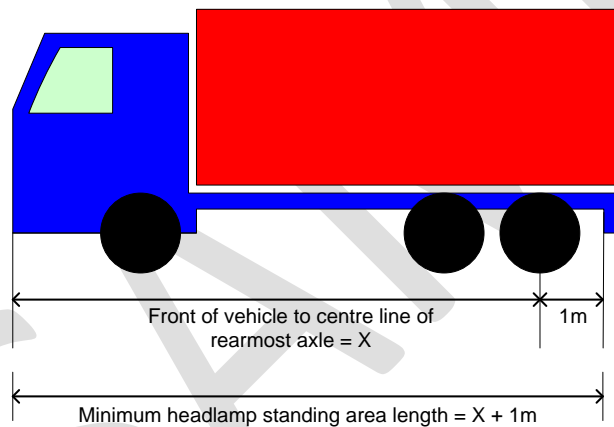
There must be at least 1.0m clearance (0.6m for 2005 specification equipment) at the rear of the headlamp aim tester optical head. Floor mounted equipment such as brake testers must not be installed in this area.

The optical head must be height adjustable so that the centre of the headlamp aim tester lens can be set at heights between at least 550mm and 1150mm above the standing area.

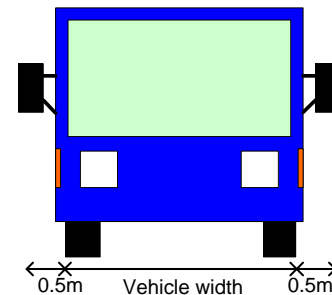
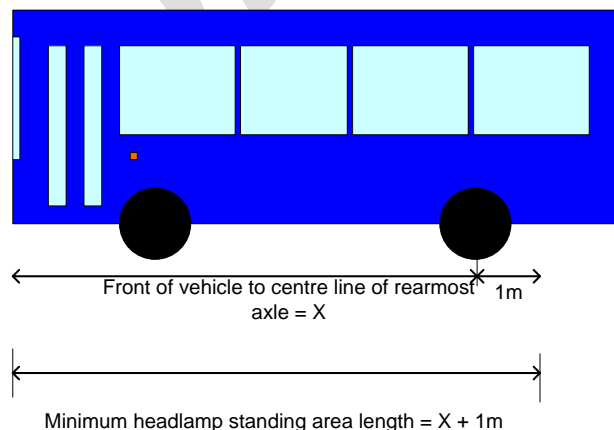
5.3.3 Designated Headlamp Aim Testing Standing Area

A clearly marked designated vehicle standing area is required for headlamp aim assessment, the area must be certified flat and level to within $\pm 6\text{mm}$ in any 3m.

This area must be at least 0.5m equidistant than the widest motor vehicle intended to be tested on site. The minimum length of the area is the distance from the front of the vehicle (including overhang) to the centre line of the rearmost axle and a 1m tolerance..



Minimum headlamp standing area width = Vehicle width + 1m



Minimum headlamp standing area width = Vehicle width + 1m

Any part of floor mounted equipment e.g. roller brake tester or wheel play detectors that encroach into the headlamp designated standing area must comply with the +/- 6mm requirements.

The area must be durably and clearly marked with a datum line (or lines) at the recommended headlamp tester to headlamp lens distance (or zone) limits in compliance with the equipment manufacturers specification..

5.4 Under Vehicle Inspection Requirements

In order to inspect the underside of the vehicle the site must have either an inspection pit or platform hoist situated within the building.

5.4.1 Inspection Pit

Access and Exits

This under vehicle examination stage shall be contained within premises that are permanent, weatherproof buildings with concrete/mezzanine floor, adequate lighting and complying with all Health and Safety requirements (www.hse.gov.uk).

Primary access to and exit from the pit must be a staircase, at one end of the pit or linking to a tunnel.

Link tunnels must be greater than 1.4m high and 0.75m wide.

During the under vehicle inspection an entrance/exit must be available to the "Examiner" at both ends of the pit at all times, this includes when steered axles are positioned on the wheel play detector plates. Any up-stand rails fitted to the pit shall not protrude more than 25mm above the floor level.

Length

The vehicle to be tested will not prevent egress or exit from the pit at any time.

Egress or exit may be provided via a link tunnel.

The maximum length of vehicles intended to be tested on site together with the installation of cross pit tunnels shall determine the required length of the pit.

The effective working length of the pit is its maximum length minus any area obstructed by steps or a cross pit RBT.

Vehicles that block mandatory exits during under vehicle inspection process or exceed the effective working length of the pit will not be tested except where there are links to tunnels (See Access and Exits).

Width

The pit width must be greater than 0.8m and must not allow any part of the vehicle to intrude upon the pit width.

Depth

The minimum permitted pit depth is 1.4m over the effective working length of the pit, except where low floor vehicles are tested in which case it must be at least 1.6m.

The maximum permitted pit depth is 1.8m over the effective working length of the pit.

Note: Staging may be used to satisfy these requirements.

A central channel no less than 0.6m wide in the pit floor may be used to satisfy this requirement.

A movable platform or steps to allow the inspector to examine areas high up in the chassis of the vehicle.

5.4.2 Platform Hoist

The platform hoist must be suitable, lifting capacity and size for the types of vehicles intended to be tested.

The working height of the platform hoist or lift must be between 1.4m and 1.8m.

In order to test low floor vehicles the platforms must be capable of being raised to at least 1.6m from the ground.

The gap between the platforms must be 0.8m or greater and must not allow any part of the vehicle to intrude upon the platform hoist width.

The safe working load of the platform hoist must be clearly marked, and be at least equivalent to the maximum gross design weight for the vehicles to be tested.

5.5 Jack

A power operated jack with a lifting capacity that is dependent on the maximum plated weight of steered axles of vehicles intended to be tested is required. Premises where only trailers with non-steered axles are to be tested do not require a jack.

The jack must be fitted to run on rails with safety stops 1.0m from the front of the effective working area of the inspection pit or hoist.

The jack must lift both wheels of an axle simultaneously clear of the ground.

5.6 Wheel Play Detector Plates

A pair of power operated wheel play detector plates, on the approved equipment list,, must be installed on either side of the pit/hoist in the operational area of the jack, flush with the floor/platform.

The plates must be suitable for testing the intended vehicles and in all cases must be capable of operating side to side and front to rear.

The VSA must be able to operate the controls during the axle examination process.

5.7 Brake Testing

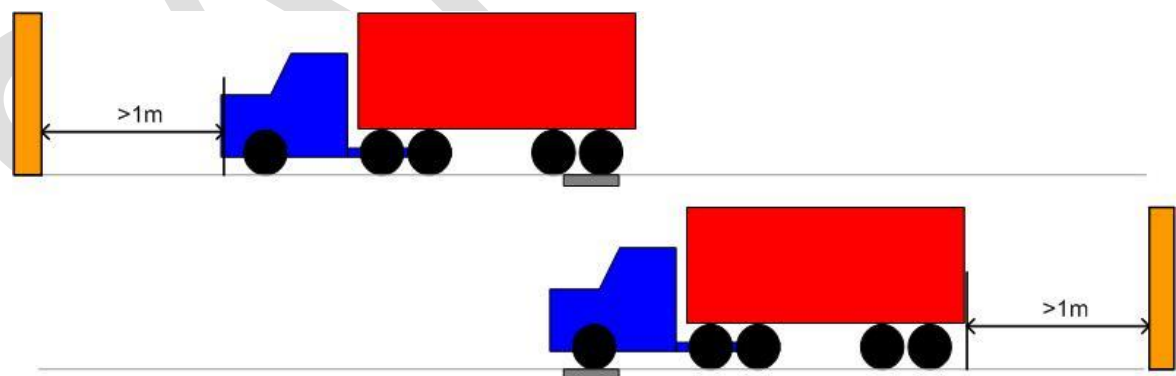
5.7.1 Brake Testing Area

The area where vehicles or combinations stand during all parts of the brake test must be clearly marked, substantially level and flat; this is defined as a gradient not more than 5%.

5.7.2 Roller Brake Tester and Console

The RBT must be computer controlled, compatible with DVSA's test procedures and data and have the provision to update the vehicle specific brake data software.

When the longest vehicle is under test there must be at least 1m clear space at either end of the vehicle excluding any walkway dimension.



If a RBT is located outside the building there must be a canopy to protect the rollers and operator from adverse weather conditions.

There must be a minimum distance of 1.5m from the first aperture in the RBT bedplate and the pit.

Provision must be in place to ensure the Examiner can view both sides of the vehicle during a test.

A cross pit RBT is acceptable provided that the length of pit taken up by the RBT shall be in addition to pit length dimension and must be fitted with an automatic protection device to ensure that the rollers cannot be started when a person is in the pit.

The brake tester console shall be mounted in a suitable position, protected from the weather and excessive exhaust fumes.

5.7.3 Load Simulation

Load simulation values need to provide a minimum of 65% of the Maximum Authorised Mass of the vehicles to be tested or 5 tonnes, whichever is the least.

Where a test load facility is offered the ATF is responsible for loading and unloading of vehicles. If load simulation is integrated into the RBT the ATF must provide suitably competent staff to operate equipment. Where the ATF does not provide a load facility or load simulation, or it is not suitable for the vehicle type the vehicle must be presented loaded for test by the presenter.

DVSA reserves the right to refuse to test any vehicle that is not loaded correctly.

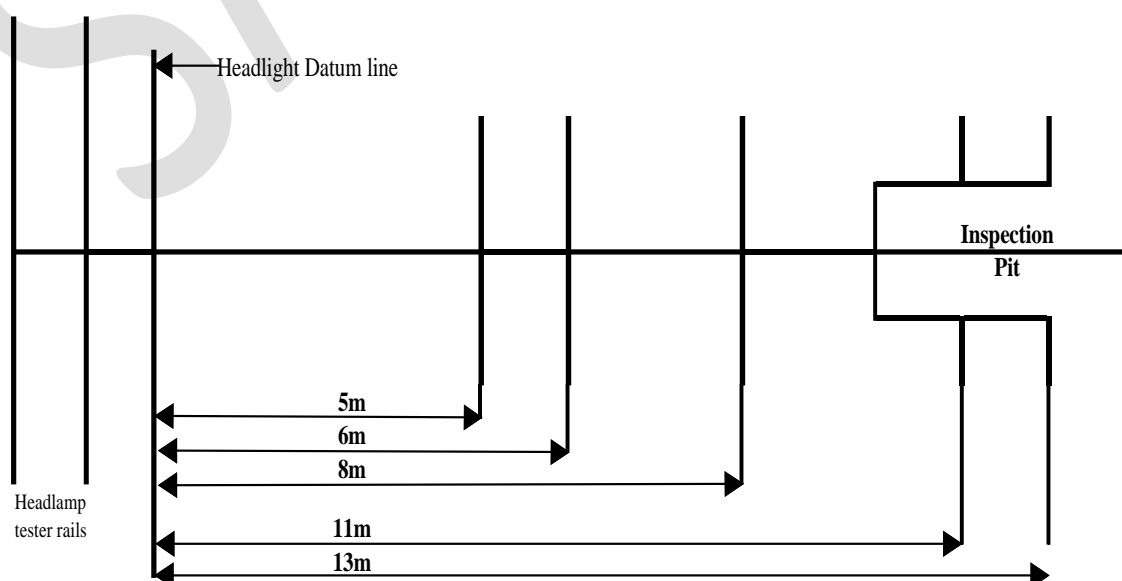
5.8 Floor Marking

The floor markings shown below may be amended to reflect the ATF Category 'G' - Restricted testing. In this event, some floor markings may not be required, for example if testing is restricted to Category G - Restricted to rigid vehicles not greater than 7500kg MAM.

Additional floor markings may show the vehicle dimension restriction incorporated with the lighting lines however, these must be displayed in distinctive colours.

In order to apply a common testing standard it is important for the vehicle headlamps to be the correct distance from the headlamp beam tester lens. To achieve this, a datum line needs to be marked on the floor in accordance with the equipment manufacturers instructions.

This diagram also shows the floor markings required to assess the need for certain side reflectors and rear markings. DVSA suggests these markings are measured from the datum line.



SCHEDULE 6

EQUIPMENT MAINTENANCE GUIDE FOR ATF OPERATORS

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1.0 Introduction

- 1.1 This schedule is designed to assist ATFs in the maintenance scope or regime they are required to put in place to ensure that their vehicle testing equipment is safe to use and remain suitable for statutory vehicle testing purposes.
- 1.2 The maintenance and documentary requirements described in this schedule are the recommended minimum requirements. ATFs may broaden their preventive maintenance scope for vehicle testing equipment if they wish to do so. Regardless of the scope of preventive maintenance adopted, the ultimate goal must be to ensure that test equipment is kept in a safe and serviceable condition at all times.
- 1.3 All maintenance activities described in this schedule should be carried out by a suitably qualified engineer or contractor. To minimise their exposure ATFs are recommended to have a maintenance contract in place covering all statutory testing equipment. The scope of the maintenance contract must also cover software updates and must be in accordance with manufacturer's recommendations.
- 1.4. The ATF is recommended to have a credible defect reporting system in place which aims to rectify all serious defects with minimum downtime. The term 'serious defect' in this instance refers to any equipment defect or impending defects which could potentially affect the outcome of a statutory vehicle test or prevent a test from being completed.
- 1.5 As provided by clause 6.8 of the Contract DVSA has the right to request copies of inspection sheets and calibration documents at any time.

2.0 Inspection/Maintenance Sheets

All inspection/maintenance sheets for statutory vehicle testing equipment must contain the following information regardless of the type of equipment being maintained and whether the work is considered to be an inspection, preventive maintenance or breakdown rectification:

- Full Business Address, Contact Information and VAT Registration Number for the Maintenance Service Provider.
- Full Site Address or Location where the concerned equipment is being used or held.
- Date and Time of the event.
- Make/Model and Serial Number of the equipment that was inspected.

- Full Name and Signature of the Inspector.
- A unique Reference Number for all maintenance or inspection work.
- A Page Number on every page of the inspection/maintenance sheet.
- A description of the scope of the inspection or maintenance, repair, recommendations and where applicable, the action or actions taken to rectify or prevent a breakdown.

3.0 Equipment Maintenance and Calibration Guidelines

3.1 Maintenance of Emissions Testers

- 3.1.1 The definition of emissions testers covers diesel smoke meters, combined emissions testers (diesel and petrol emissions testers) and gas analysers. The maintenance requirements for this equipment are listed below:
- 3.1.2 All emissions testers must at any point in time, during its service life, have the latest emissions testing limits installed in its test programme. If unsure, contact your local DVSA Testing Manager.
- 3.1.3 If the equipment programme contains information about the date, time and holding address of the equipment, this information must be correct at all times.
- 3.1.4 On a daily basis, check the condition of hoses, cables, probes, casing seals or for deterioration of any part of the test equipment, and all power/cable connections.
- 3.1.5 Check that the sample path is free from constrictions, leaks and is not showing any sign of deterioration.

3.2 Calibration of Emissions Testers

- 3.2.1 All Diesel Smoke Testers must be calibrated at least annually.
- 3.2.2 Dependant on manufacturer and model all Gas Analysers must be calibrated 3, 6 or 12 monthly, depending on manufacturer recommended specification.

3.3 Maintenance of Headlamp Aim Testers (HAT).

- 3.3.1 Visually inspect equipment on a daily basis and before the first test of the day to ensure it is defect-free.

3.4 Calibration of Headlamp Testers (HAT)

- 3.4.1 The HAT Assembly should be calibrated and/or adjusted to ensure it remains compliant with calibration requirement. It is mandatory that the equipment is calibrated at least 6 monthly.
- 3.4.2 Inspection of the HAT area should be checked periodically for visual undulations or undesired floor deflections due to effect of repeat loading. .
For clarity, the HAT area is the test area that would normally be used or covered when a test vehicle is positioned for a head lamp aim test.

3.5 Maintenance of Pit Jacks and Pit jack Rails

- 3.5.1 For both pneumatic and hydraulic powered jacks:
- Conduct an independent LOLER (Lifting Operations and Lifting Equipment Regulations 1998) inspection for pit jacks prior to any preventive maintenance work being carried out on the equipment. This will not only ensure compliance to legislative requirements, but it will also provide the ATF Operator with an opportunity to factor in findings from the independent LOLER inspections when scoping preventive maintenance. It is advisable to undertake LOLER inspections on a 6 monthly basis especially for equipment that is aged 5 years or more. ATFs must also familiarise themselves with their responsibilities under the Provision and Use of Equipment Regulations 1998 (PUWER), Pressure Systems Safety Regulations 2000 (for pneumatically powered test equipment), the Machinery Directive and other equivalent international standards.
 - On a daily basis and prior to first vehicle inspection of the day, conduct a visual check to ensure the jack is safe to use and suitable for the intended purpose.

3.6 Inspection Sheet for Preventive Maintenance (Pit Jacks and Pit Jack Rails)

3.6.1 ATF's must retain copies of any LOLER inspections and maintenance reports.

3.7 Maintenance of Wheel Play Detectors (WPDs)

3.7.1 Ensure the equipment is safe and suitable for the intended use.

3.8 Maintenance of Roller Brake Testers (RBTs)

3.8.1 Periodically:

- a. Check the RBT test programme to ensure that it holds the most current DVSA Vehicle database.
- b. Check that the printer, keyboard or keypad and monitor are working correctly.
- c. Check condition of RBT rollers to ensure that they are within the manufacturers' acceptable wear or friction limits. If steel mesh or the steel base of the roller becomes visible, rectification should be undertaken in accordance with the manufacturers' requirements.
- d. Check load and brake force sensing capability (strain gauge) for correct operation.
- e. Check the shafts and end plates of the RBT rollers (connection to roller bearing) to ensure cracks are not present. This is a load bearing part of the rollers and must be checked during preventive maintenance.
- f. In general, the RBT must be maintained to the required standard and must be safe and suitable for testing the category of vehicles that it has been designed for.

3.9 Calibration of Roller Brake Testers (RBTs)

3.9.1 The RBT must be calibrated on a 6 monthly basis to ensure accurate measurement of brake force and axle weight. It is generally advisable to carry out planned maintenance and calibration work in conjunction, especially as the two jobs are closely related. The equipment will need to be properly maintained for calibration to be possible. On the other hand, preventive maintenance work involving certain parts of the RBT like load sensors, rollers, drive mechanism, and transmission would normally necessitate re-calibration of the equipment.

3.9.2 The calibration accuracy must remain within +/- 3kgf up to 100kgf and 3% above 100kgf throughout the calibration validity period.

4.0 Calibration Certificates for all Statutory Testing Equipment

4.1 Calibration certificates must be fully compliant with ISO17025.