

DATED: _____

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

and

THE VEF PARTY

**VEHICLE EXAMINATION FACILITY (“VEF”)
CONTRACT 2026**

CONTRACT 028/006/0000

Relating to the Authorisation and Maintenance of Vehicle Examination 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) **VEF PARTY** whose [full company name] [company house registered number] principal address/registered office is [ADDRESS].

Background

This Contract provides for the authorisation of Vehicle Examination Facility (VEF) sites by DVSA at which, as specified, statutory, and other examinations by DVSA may undertake Individual Vehicle Approval (IVA), and Motorcycle Single Vehicle Approval (MSVA) examinations.

The Contract sets out the terms under which DVSA will permit the VEF Party to book Examiner’s time and for Examiner’s to attend Vehicle Examination Facility sites to carry out examinations 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 VEF 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.

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

“**Appeal**” means a formal request submitted by a customer for the reconsideration of the outcome of a vehicle examination where the outcome resulted in a failure.

“**Applications**” has the meaning given in clause 9.2.

“**Authorisation**” means the authorisation of a VEF Site by DVSA pursuant to clause 3.

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

“**CCTV**” means Closed Circuit Television however it also refers to all other forms of audio or video surveillance.

“**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 the VEF Code of Practice 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.

“Demand Profile” means the standing monthly Resource Request of the VEF Party, as further described in the VEF Code of Practice.

“Dormant site” means a site where there has been no site activity in the previous 6 months, resource has not been requested/cancelled and shall be construed in accordance with the VEF Code of Practice.

“DVSA VEF Brand Identity Guidelines” mean guidelines and directions in relation to the use of the VEF 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.

“Examination” means the carrying out of Statutory Examinations or Related Activities. Including but not limited to the Individual Vehicle Approval Schemes, Motorcycle Single Vehicles Approval Scheme and any subsequent amendments thereto.

“Examination Area” means the physical area within the VEF Site for Statutory Examinations and Related Activities as designated within the VEF Code of Practice or as otherwise authorised under clause 3.2.

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

“Examination Session” means a continuous period of between four hours and a maximum of nine hours representing an Examiner’s time attending to carry out Testing in that period.

“Examination Session Fee” has the meaning given in clause 10.1.

“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 Lane Service Payment and Examination Session Fee.

“Failed Draw Down” means when a VEF Provider does not have sufficient funds available to pay DVSA for the work in relation to Examination Session(s). The payment mechanism used by DVSA is set out in the VEF Code of Practice.

“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, significant obstructive protest, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made. This also includes warnings and guidance around such events including but not limited to red warnings from the Met Office, emergency government health guidance or notifications relating to the threat level published by the Joint Terrorism Analysis Centre.

“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.

“Individual Vehicle Approval” has the meaning given in the Regulations.

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

“Lane Service Payment” has the meaning given by clause 7.10.

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

“Month” means calendar month.

“Motorcycle Single Vehicle Approval” has the meaning given in the Regulations.

“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 VEF Party.

“Payment Policy” has the meaning given in clause 11 and as further described in section 2 of the Code of Practice

“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.)

“Pre-Funded Account” has the meaning given to it in the VEF Code of Practice Section 2.

“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.

“Re-examination fee” the fee required to process an appeal against an examination outcome.

“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 Motor Cycles Etc. (Single Vehicle Approval) Regulations;

the Motor Cycles Etc. (Single Vehicle Approval) (Fees) Regulations 2003;

the PSV (Carrying Capacity) Regulations 1984;

the Public Service Vehicles Accessibility Regulations 2000;

the Public Service Vehicles (Conditions of Fitness, Equipment, Use and Certification) Regulations 1981;

the Road Vehicle (Construction & Use) Regulations 1986;

the Road Vehicle Authorised Weight Regulations 1998;

the Road Vehicles (Approval) Regulations 2020;

the Road Vehicles (Individual Approvals) (Fees) Regulations 2009;

the Vehicle Lighting Regulations 1989.

“Related Activities” means, in addition to Statutory Examinations, any specialist tests, including but not limited to Inverted Appeals which may be undertaken at the VEF Site

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

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

“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 Examination” means any examination 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.

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

“Third Party” means a person other than the VEF 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 VEF 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.

“VEF” means Vehicle Examination Facility.

“VEF Code of Practice” means the guidance and rules for operating a Vehicle Examination Facility published on the website www.gov.uk including but not limited to Booking Policy, Payments Policy, Fees, VEF Requirements and the Equipment Maintenance Guide. The VEF Code of Practice will be updated by DVSA throughout the contract period in line with changes to legislation, government policy and or regulations, industry best practice and technological improvement.

“VEF Logo” means the Vehicle Examination Facility logo as identified by DVSA in its DVSA VEF Brand Identity Guidelines.

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

“VEF Sites” means those sites and buildings inclusive of the Test Area as described in Schedule 1 and as otherwise authorised under clause 3.2.

“Vehicle Examination Facilities” means all sites authorised for the carrying out of Statutory Examinations 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 VEF Sites.

“Vehicle Examination Facility Provider” means the operators of Vehicle Examination Facilities and, unless the context otherwise requires shall be deemed to include reference to the VEF Party.

“Working Day” means every Day other than Sundays and all public holidays.

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 VEF Party to do any act or thing includes an obligation to procure that it be done and any obligation on DVSA or the VEF 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 Unless specifically stated, any reference to a fee, charge or other payment is exclusive of any Value Added Tax that may be payable.

3. AUTHORISATION OF VEF SITES

- 3.1 DVSA authorises the sites identified in Schedule 1 as sites where, subject to the terms and conditions of this Contract, Statutory Examinations and Related Activities may be conducted in relation to such categories of vehicles and subject to such restrictions as are set out in Schedule 1.
- 3.2 A VEF Party may from time to time submit a written request to DVSA to include a site which was not included in Schedule 1 at the Commencement Date. Schedule 1 details sites authorised under this Contract as suitable for the conducting of Statutory Examinations and Related Activities in relation to such categories of vehicles and activities as may be specified. DVSA will consider such requests and inform the VEF Party in writing of its decision.
- 3.3 Where the VEF Party proposes for any reason to cease to operate a site specified in Schedule 1 for the purpose of Statutory Examinations 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 VEF Party will appoint a VEF Representative, as detailed in Schedule 1, who will have the power to act on behalf of the VEF 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 VEF PARTY

- 6.1 The VEF 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 VEF Party undertakes to DVSA that during the term of the Contract it will provide and maintain its VEF Sites for the purposes of Statutory Examinations and Related Activities authorised by the Contract and will at all times:
- 6.2.1 maintain each VEF Site in accordance with, and to the required standards of, the VEF Requirements and comply with the VEF Requirements.
 - 6.2.2 maintain all the Examination Equipment in full operating order, and ensure if required the Examination Equipment is calibrated at the required intervals all in accordance with the VEF 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 Examination Area complies with the VEF Requirements at the start of each Testing Day; and
 - 6.2.5 comply with all changes to the VEF Requirements within the deadlines set by DVSA to enable Statutory Examinations and Related Activities to continue to be carried out at its VEF Sites.
 - 6.2.6 comply at all times with the VEF Code of Practice published on the website www.gov.uk.
- 6.3 The VEF Party will:
- 6.3.1 comply with (and ensure compliance on the part of those in occupation or control of its VEF Sites) the requirements of the Health and Safety at Work 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 VEF Sites in connection with Statutory Examinations or Related Activities or otherwise in connection with this Contract;
- 6.3.2 without delay notify DVSA of any health and safety hazards which may exist at or arise on the VEF Site which might affect persons working or otherwise present there in connection with this Contract, Statutory Examinations or Related Activities;
- 6.3.3 within one Working Day notify DVSA of any significant changes to the buildings, equipment or layout at the VEF Site;
- 6.3.4 within one Working Day notify DVSA of any changes to the information provided in Schedule 1, this includes temporary changes;
- 6.3.5 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;
- 6.3.6 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.
- 6.3.7 ensure that any CCTV or other camera surveillance system in use at its VEF 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"
- 6.3.8 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 a VEF 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 VEF should be run with regard to the requirements for data protection by design and default as set out in the UK GDPR.
- 6.3.9 not undertake any action either directly, or through its employees or agents which damages the reputation or the integrity of the VEF scheme, particularly but not only where the action is connected with the VEF scheme or the motor trade.
- 6.4 Where at the request of the VEF Party the Examiner permits the driver of the vehicle presented for an examination to be absent during the examination, the VEF Party will ensure that a suitably qualified and insured person is available throughout the duration of the examination to drive the vehicle and operate its controls as required by the Examiner to complete the test.
- 6.5 The VEF Party will ensure that a suitably competent person is available throughout each Testing Day at each VEF 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 Examinations and Related Activities with respect to the Examination 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 VEF Code of Practice.

6.5.4 any reversing of vehicles on site – including on and off the inspection pit is the responsibility of the VEF party to ensure correct and safe procedures are carried out.

6.6 Where DVSA agrees a 'Confirmed Reservation' for an Examination Session the VEF Party shall ensure sufficient bookings are made to effectively use the Examiner's time; if the VEF Party fails to ensure this the provisions of the VEF Code of Practice, which sets out the 'Fair Usage' policy, shall apply.

6.7 The VEF Party will notify DVSA immediately of any change of control or impending change of control of the company/business. A change of control includes but is not limited to:

6.7.1 Sale of all or of substantially all of the VEF Party,

6.7.2 Any Merger with another entity,

6.7.3 Any event which may result in the VEF Party ceasing to trade.

6.8 **Quality Assurance Inspections**

The VEF Party will permit the Contract Manager or any person nominated by them to act on behalf of DVSA to access and use its VEF Sites and Examination Equipment at any reasonable time in order to ensure that the VEF Requirements and all other obligations including but not limited to adherence to compliance with clause 6.3.1 of the VEF 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 Examination procedures at the VEF Sites as they reasonably deem to be necessary and to inspect any documentation required to be kept by the VEF Party under this Contract including the equipment calibration log and to inspect and test the Examination Equipment. The VEF 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 them as is reasonably required.

6.9 Without prejudice to clause 6.8, DVSA shall be entitled to undertake at each VEF Site a full VEF Site and Examination 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 VEF Party may provide access to a VEF Site to a Third Party in order that DVSA may carry out Examinations 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 VEF Party will in advance of providing Third Party Access to a VEF Site have first notified DVSA, whether as set out in Schedule 1 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 VEF Party may provide Third Party Access to a VEF Site on such reasonable terms and conditions as between itself and the Third Party as it considers appropriate and it shall be for the VEF Party to determine the amount of Third Party Access it wishes to make available to Third Parties.
- 7.4 When providing Third Party Access the VEF Party shall:
- 7.4.1 ensure that a testing lane and all other necessary facilities are in place for Examinations to be carried out on Third Party Vehicles.
 - 7.4.2 pay any Examination Session Fee required and all other Fees due to DVSA in relation to such Examinations for a Third Party, in accordance with clause 11.
 - 7.4.3 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 VEF Party and DVSA and shall ensure that such waiver is enforceable by DVSA.

VEF Logo and Intellectual Property Rights

- 7.5 Upon DVSA being notified in accordance with clause 7.2 that the VEF Party is making Third Party Access available at a VEF Site:
- 7.5.1 DVSA as the owner of the intellectual property rights to the VEF Logo thereupon grants to the VEF Party (and to any subcontractor authorised by DVSA in occupation or control of the VEF Site) a Non-Exclusive licence to use the VEF Logo in relation to that site in accordance with the DVSA VEF Brand Identity Guidelines.
 - 7.5.2 the VEF Party, subject to any necessary planning permission, shall display the VEF Logo at the Site in accordance with the DVSA VEF Brand Identity Guidelines.
- 7.6 A licence granted under clause 7.5.1 shall have effect in relation to a VEF Site from the Commencement Date, where DVSA is notified of Third-Party Access in Schedule 1, 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 VEF Party will use all reasonable endeavours to create and retain goodwill in the services operated under the VEF Logo and undertakes not to do any act which would or might:
- 7.7.1 jeopardise or invalidate the registration of the VEF Logo; or
 - 7.7.2 prejudice the right or title of DVSA to the VEF Logo.
- 7.8 The VEF Party will only use, reproduce and apply the VEF Logo (and will ensure that any subcontractor will only use, reproduce and apply the VEF Logo):
- 7.8.1 in accordance with the DVSA VEF Brand Identity Guidelines;

- 7.8.2 in connection with the performance of the Contract and in accordance with its provisions.
- 7.9 When providing Approvals examinations, the VEF Party shall be entitled to receive a Lane Service Payment from DVSA in respect of each vehicle tested at the VEF Site for Examinations and for access to the Examination Equipment. Without prejudice to the provision of other services that are provided and which are not a necessary feature of access to the site and the Examination Equipment for Examinations, no other fee or charge, however described, may be levied on any Third Party by the VEF Party or any other person in relation to the Examinations carried out on a Third Party Vehicle at the VEF Site.
- 7.10 A Lane Service Payment shall be payable to the Vehicle Examination Facility (VEF) Party in respect of each vehicle examined at the VEF Site, whether presented by the VEF Party itself or by a Third Party. The Lane Service Payment shall be calculated as a percentage of the original application fee paid for the Examination and shall be credited to the VEF Party's Pre-Funded Account (PFA) on a monthly basis. The Lane Service Payment is intended to recompense the VEF Party for its investment in, and ongoing maintenance of, the Examination Equipment and associated facilities.
- 7.11 For the purposes of Clause 7.10, the Lane Service Payment means the fee payable to the Vehicle Examination Facility (VEF) Party in respect of each vehicle examined at the VEF Site, calculated at the time the Examination is carried out. The process for calculating and administering the Lane Service Payment is set out in the VEF Code of Practice.
- 7.12 DVSA may from time to time amend the Lane Service Payment, following engagement with Vehicle Examination Facilities Operators 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 Vehicle Examination Facilities Operators 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**
- 7.13 Where the VEF Party notifies DVSA under clause 7.2 that it proposes to provide access to the VEF Site for Examinations 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 VEF Site as a site offering Third Party Examinations 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 VEF Site, opening hours during which bookings may be made, and the types of Examination that may be undertaken and types of vehicles approved for Examination at that Site. Where changes to opening hours are notified by the VEF Party pursuant to clause 6.2, DVSA will update the website www.gov.uk or other published material as soon as reasonably practicable thereafter.
- 7.14 The VEF Party may cease to provide Open Access to a VEF Site by giving the Contract Manager six months' written notice of its intention to do so.

Open Access Third Party Examination Booking

- 7.15 Where the VEF Party is undertaking to provide Open Access at a site, the VEF Party when requested to provide Third Party Access by a Third Party for an examination:
- 7.15.1 will provide Third Party Access, within the VEF Party's stated hours of business, for the Day or Days requested by the Third Party or the next reasonably available date for the VEF Party for Third Party Access for Examinations at that VEF Site; and
- 7.15.2 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 Examinations at a VEF Site during each Examination Session for which there is a Confirmed Reservation. DVSA may in its discretion meet its obligation in respect of any particular Examination Session by supplying one or more individual Examiners to cover the Examiner time of an Examination Session between them and for the avoidance of doubt the provisions of the Booking Policy contained in the VEF Code of Practice (as amended from time to time) shall be construed accordingly.
- 8.3 DVSA will ensure that at all times whilst an Examiner is present on a VEF 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 VEF Site which have been sent to DVSA in advance of the Examiner attending the VEF Site for the purpose of undertaking Statutory Examinations and Related Activities.
- 8.4 Upon completion of Statutory Examinations, or Related Activities, the Examiner will provide to the VEF Party or the Third Party, as appropriate, the relevant documentation relating to the Examination result. As soon as reasonably practicable following the completion of the examination, DVSA will enter all the Examination results onto the relevant DVSA electronic database.
- 8.5 DVSA will provide feedback where appropriate to the VEF Party on the results of any Quality Assurance Examination concerning the VEF Party's compliance with the VEF 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 VEF Party and VEF Site as a result of a Quality Assurance Inspection; and
- 8.6.2 return the VEF Site and Examination Equipment to the condition present at the time DVSA began the Quality Assurance Examination.
- 8.7 DVSA may from time to time by notice to the VEF Party modify or supplement the VEF Requirements where it reasonably considers this necessary or desirable in consequence of any change to Statutory Examinations 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 a VEF Party may be given generally to all Vehicle Examination 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 to the VEF Party on the date of such publication. For the avoidance of doubt this includes by updating the VEF Code of Practice.
- 8.9 If an Examiner reasonably considers the Examination Area or Examination Equipment unfit to conduct Statutory Examinations or Related Activities in a safe and legally compliant manner, they may not undertake such Examinations using the affected Examination Area or Examination Equipment until the defects have been remedied to the reasonable satisfaction of DVSA.
- 8.10 If an Examiner suspends Examinations at a VEF Site pursuant to clause 8.9 the Examiner or the Contract Manager (or a person nominated by them 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, Examinations cannot be carried out for one or more Examination Sessions for which there are Confirmed Reservations until the VEF Party remedies the defects identified, those Reservations will be deemed to have been cancelled by the VEF 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 Examinations on any vehicle where, in their reasonable opinion, the vehicle is not presented in a fit condition for Examination or in accordance with any other relevant requirements of the applicable Regulations or, Examination 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 the VEF Code of Practice. 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 Examinations in an Examination Session at a VEF 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 Vehicle Examination 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 Vehicle Examination 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 “Examination Session Fee” means the fee charged by DVSA for the reservation of an Examiner to attend at a VEF Site to carry out Examinations during an Examination Session(s).
- 10.2 The Booking Policy, which is part of the VEF Code of Practice means the guidance and rules for operating a Vehicle Examination Facility published on the website

www.gov.uk including but not limited to Booking Policy, payments policy, Fees, VEF Requirements and the Equipment Maintenance Guide. The VEF Code of Practice will be updated throughout the contract period in line with changes to legislation, government policy and or regulations, industry best practice and technological improvement, details the numerous Examination Session options that are available in a Working Day. The calculation of the Examination Session Fee is detailed in the VEF Code of Practice of this Contract.

10.3 DVSA may amend the Examination Session Fee at any time. Where DVSA proposes to increase the Examination Session Fee by an amount which is greater than the percentage change in the current (at the time of giving notice of the increase) Office of National Statistics Consumer Price Index, it will consult Vehicle Examination 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.

10.4 DVSA will give reasonable notice of any change which may be given generally to all Vehicle Examination 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.

11. PAYMENTS

11.1 The Parties agree to comply with the Payments Policy, set out in the VEF Code of Practice. 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 the Payments Policy at any time. Before making a material change to the payment mechanism DVSA will consider whether and to what extent it should seek the views of Vehicle Examination 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 Vehicle Examination 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 the VEF Code of Practice, of the amount paid by the VEF Party or where the person who paid the Fee and that person was not the VEF Party refund that amount directly to that person.

12.2 Where a re-examination fee is credited or refunded under this clause, any Lane Service Payment made in respect of the original Examination shall not be required to be repaid.

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 a VEF Site means performance in relation to all VEF 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 a Force Majeure event 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 practicably, 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 EXAMINATIONS

- 14.1 Without prejudice to any of its rights under clause 15 (Termination), DVSA may suspend Authorisation of any VEF Site in accordance with the provisions of this clause by giving notice to the VEF 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 VEF 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 VEF Site; or
 - 14.2.2 the VEF Party charges a third-party customer an additional amount or imposes a fee that would increase the total cost paid by the third-party customer for their examination.
- 14.3 For the duration of any suspension of Authorisation, DVSA will not provide Examiner's to the suspended VEF Site, any Confirmed Reservations for that site during that period will be deemed cancelled by the VEF Party, and DVSA shall not be required to accept any Applications to reserve an Examiner at that site.
- 14.4 The VEF 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 VEF Party that it has been lifted. Where DVSA is notified by the VEF 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.

15. WITHDRAWAL OF AUTHORISATION AND TERMINATION

Withdrawal of Authorisation

- 15.1 DVSA will have the right to withdraw authorisation of a VEF Site with immediate effect by notice where:
- 15.1.1 the VEF 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 VEF Party undertake any activities that negatively impact the fair usage policy, contained in the Booking Policy, (Code of Practice section 1, 8.1) whether such impact occurs over a continuous or on specific individual days.
 - 15.1.3 if on three or more occasions in any twelve-month period DVSA has served a notice in relation to a Failed Draw Down on the VEF Party.
 - 15.1.4 conviction of the Vehicle Examination Facility Provider, a partner of the Vehicle Examination Facility Provider, a director of the Vehicle Examination Facility Provider or a manager of the Vehicle Examination Facility Provider - whether or not the conviction arises from his/her action in connection with the VEF scheme - for any criminal offence in circumstances that, in DVSA's opinion, may have damaged the reputability or the integrity of the VEF scheme, particularly where the offence is connected with the VEF scheme, any other DVSA scheme or the motor trade.
 - 15.1.5 the VEF Site is a Dormant Site for 12 months without best endeavours by the VEF to end the Dormant Site status.

Effect of Withdrawal of Authorisation

- 15.2 Upon the withdrawal of Authorisation of a VEF 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 VEF 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 VEF Party, the total amount owing to the VEF Party's for that VEF Site.
 - 15.2.2 the VEF Party will immediately cease to display the VEF Logo at that VEF Site and cease use of the VEF Logo in relation to that site.
 - 15.2.3 all outstanding Confirmed Reservations will be deemed cancelled for that VEF 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 Examination Session 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 VEF Party will remain liable for any Fees owing in respect thereof save to the extent that liability has been discharged by the payment of an Examination Session Fee.
- 15.2.5 the VEF Party will assist and co-operate with DVSA and other Vehicle Examination 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 VEF Party, without inconvenience or additional cost to the Third Party.
- 15.2.6 the VEF Party will immediately return to DVSA or permit DVSA to access the VEF Site to retrieve:
- 15.2.6.1 all Confidential Information, Personal Information and Intellectual Property materials in the VEF Party's possession in relation to performance of the Contract at that VEF Site which were obtained in the course of the Contract;
- 15.2.6.2 all property belonging to DVSA and stored at the VEF Sites or loaned to the VEF Party in connection with the performance of the Contract.
- 15.2.7 upon request the VEF Party will provide all information concerning the provision of Statutory Examinations and Related Activities at that VEF Site which may reasonably be requested by DVSA for the purposes of adequately understanding the manner in which Statutory Examinations and Related Activities have been provided.

Termination

- 15.3 The withdrawal of authorisation of a VEF Site under clause 15.1 where that site was the only VEF 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 VEF 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, or judgement against the Vehicle Examination Facility Provider, a partner of the Vehicle Examination Facility Provider, a director of the Vehicle Examination Facility Provider or a manager of the Vehicle Examination Facility Provider - whether or not this arises from their action in connection with the VEF scheme - that, in DVSA's opinion, may have damaged the repute or the integrity of the VEF scheme, particularly where the offence is connected with the VEF scheme or the motor trade.
 - 15.4.7 the VEF Party serves a notice under clause 3.3, the result of which no sites are authorised under Schedule 1 of this Contract.
- 15.5 Unless otherwise specified in this Contract, the VEF 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 Examination Sessions for which a Confirmed Reservation was in force;
 - 15.5.2 in respect of a VEF Site for which, during any rolling year period, DVSA has failed to provide an Examiner at all for five percent or more of Examination Sessions for which a Confirmed Reservation was in force at that site, to notify DVSA that the VEF 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 VEF 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 VEF 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 VEF Party's creditors;
 - 15.7.2 a petition is presented and not dismissed within 14 Days or order made for the VEF Party's bankruptcy;
 - 15.7.3 a receiver, or similar officer is appointed over the whole or any part of the VEF 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 VEF 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 VEF Party's assets and such attachment or process is not discharged within 14 Days;
 - 15.7.6 the VEF Party's director is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - 15.7.7 the VEF Party 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 VEF Party, the total amount owing to the VEF 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 Examination Sessions timed to take place not more than 7 Days after the date on which termination takes effect, the Examination Session 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 VEF Party will remain liable for any Fees owing in respect thereof save to the extent that liability has been discharged by the payment of an Examination Session Fee.

- 15.11 Upon termination, the VEF Party will:
- 15.11.1 immediately return to DVSA or permit DVSA to access the VEF 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 VEF Site which were obtained in the course of the Contract; and
 - 15.11.1.2 all property belonging to DVSA and stored at the VEF Sites or loaned to the VEF Party in connection with the performance of the Contract.
 - 15.11.2 immediately cease to display the VEF Logo and cease use of the VEF Logo in relation to that site;
 - 15.11.3 assist and co-operate with DVSA and other Vehicle Examination 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 VEF Party, without inconvenience or additional cost to the Third Party; and
 - 15.11.4 upon request provide all information concerning the provision of Statutory Examinations and Related Activities at that VEF Site which may reasonably be requested by DVSA for the purposes of adequately understanding the manner in which Statutory Examinations 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, Lane Service Payments 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 VEF 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 VEF 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 cancellation or partial attendance of the Examination Session beyond those set out in the VEF Code of Practice.
- 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 VEF 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 VEF 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 VEF Party arising out of the performance, purported performance or non-performance by the VEF 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 VEF Party shall provide DVSA, on request and within 30 days of each renewal, 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 VEF 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 (including any amendments) 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 VEF 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 them, 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 VEF Site for the purposes of Statutory Examinations or Related Activities shall be entitled to enforce any of the provisions of this Contract which confer a benefit on him against the VEF Party.
- 19.3 Notwithstanding clause 19.2, DVSA and the VEF 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 VEF 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 VEF 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 VEF 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 VEF 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) or by electronic mail by 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 1 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 VEF Party will be sent to the VEF Site address as specified in Schedule 1.
- 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 immediately upon sending in the case of an electronic mail; or sooner where the other Party acknowledges receipt of such letters, 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 VEF 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 the VEF Code of Practice,
 - 22.4.4 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 VEF Party, or to authorise any party to act as agent for the other.
- 22.10 The VEF 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 agree a date ("the Go-Live Date") which shall be the date on which the Contract come into effect. Immediately following the Activation Meeting DVSA will issue a revised version of Schedule 1 to the VEF 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: _____
(Print name) (Authorised signatory)

Signature: _____

Date: _____

Signed for and on behalf of

THE VEF PARTY
[COMPANY NAME]

By: _____
(Print name) (Authorised signatory)

Signature: _____

Date: _____

SCHEDULE 1

SITE INFORMATION

<u>Commencement Date</u>	
Contract Number	
DVSA Contact Details	
DVSA Contract Manager	
Address	Driver & Vehicle Standards Agency Commercial Team Berkeley House Croydon Street Bristol
Full postcode	
E-mail	
VEF Site Details	
Name of VEF Party	
Site code	
Site name	
Name of authorised Contract Signatory (and contact details if different to those for the VEF site)	
Name of VEF Representative (and contact details if different to those for the VEF Site)	
Address of VEF Site	
Full postcode	
Telephone number	
E-mail	

SAMPLE

Is the site a Third Party Access site?																																								
Will the site be available for Third Party Access to any Third Party (Open Access)?																																								
Site opening hours (only required for Third Party Access Sites)	<p>The days and times below are the times the VEF is available for customers to contact the VEF 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" data-bbox="667 707 1433 1106"> <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>07.00</td> <td>19.00</td> </tr> <tr> <td>Tuesday</td> <td>✓</td> <td></td> <td>07.00</td> <td>19.00</td> </tr> <tr> <td>Wednesday</td> <td>✓</td> <td></td> <td>07.00</td> <td>19.00</td> </tr> <tr> <td>Thursday</td> <td>✓</td> <td></td> <td>07.00</td> <td>19.00</td> </tr> <tr> <td>Friday</td> <td>✓</td> <td></td> <td>07.00</td> <td>19.00</td> </tr> <tr> <td>Saturday</td> <td>✓</td> <td></td> <td>07.00</td> <td>17.00</td> </tr> </tbody> </table> <p>Preferred method of booking</p> <table border="1" data-bbox="667 1144 1385 1256"> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Email</td> <td></td> </tr> </table>		Open	Closed	Start	End	Monday	✓		07.00	19.00	Tuesday	✓		07.00	19.00	Wednesday	✓		07.00	19.00	Thursday	✓		07.00	19.00	Friday	✓		07.00	19.00	Saturday	✓		07.00	17.00	Phone		Email	
	Open	Closed	Start	End																																				
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Phone																																								
Email																																								
VEF Category																																								
Test restrictions- Categories of vehicles site authorised to examine. e.g. Two wheeled only																																								
Site Restrictions- Listing equipment not available																																								
Vehicle Restrictions- any vehicle restrictions that will affect the examination e.g. Vehicles with a base vehicle approval																																								
Equipment Available – listing the equipment available at the site																																								
Additional Site restrictions (e.g. height of building)																																								

Details of Testing Area	See attached description including any attached map or plan ¹

SAMPLE

¹ The Site description and any attached plan/map should be initialled and dated by both the DVSA and VEF party signatories.