

SUB-AGREEMENT 1 – FLEET

THIS SUB-AGREEMENT is dated

PARTIES

- (1) BlueLight Commercial Limited (company registration number 12517649) whose registered office is at Lower Ground, 5-8 The Sanctuary, Westminster, London, SW1P 3JS (“**BLC**”)
- (2) The Policing Bodies and Chief Officers who have signed this Sub-Agreement at Appendix 1 (“**Forces**”)

1. Definitions and Interpretation

- 1.1 The terms in this Sub-Agreement shall have the meanings set out and attributed to them in the Customer Agreement, save where otherwise defined in this Sub-Agreement.
- 1.2 The terms of the Customer Agreement shall be deemed to be incorporated into this Sub-Agreement.
- 1.3 In the case of any conflict between the terms of this Sub-Agreement and the terms of the Customer Agreement the terms of this Sub-Agreement shall prevail.

2 Background and context

- 2.1 UK police force vehicles are procured, modified and operated to meet defined policing roles. Police vehicles are managed under a number of specific legal exemptions (type approval, construction and use, road traffic act).
- 2.2 Each Force consists of two independent operational and legal entities and each Chief Officer within each Force, employs a **Head of Fleet or Fleet Manager** who has professional responsibility for all aspects of fleet provision and whose primary responsibility is to their own Chief Officer and/or Policing Body.
- 2.3 In the context of fleet provision, the selection, specification and commissioning of vehicles for operational use is determined by the aforementioned Head of Fleet, who is the qualified directing mind, on behalf of that Force, they are independently responsible and liable to their respective Force(s) for the safety, effectiveness and efficiency of fleet operations.
- 2.4 The **National Association of Police Fleet Managers**, (NAPFM), to which each Force’s nominated Head of Fleet / Fleet manager is a member, recognises and manages the advantage of collaborating between Forces and other national bodies, working to mutual advantage, sharing best practice and seeking economies of scale. The Metropolitan Police (MPS), reference later in this document, are a member of the

NAPFM, contribute in their capability to test and evaluate vehicles to NAPFM standards.

- 2.5 The NAPFM sets national standards and engages with NPCC in respect of national fleet requirements and issues. Various activities are coordinated at national level through its sub-groups (Technical / Training / Commissioning / Environmental) these are led and supported by its members (Heads of Fleet), in the interests of UK policing.

3. Procurement Process

- 3.1 Each Force that has entered into the Customer Agreement and this Sub Agreement will be utilising the CCS Vehicle Purchase Framework Agreement RM6060 (the **Framework**) to purchase the number and type of fleet vehicles it wishes to purchase acting through BLC as its agent in accordance with the agency arrangements set out in this Sub Agreement.
- 3.2 **In order be able to take advantage of this opportunity to procure vehicles without the need to run their own procurement, Forces will be required to adhere to the commitment they have made in regard to the number and type of vehicles they have agreed to purchase. For the avoidance of doubt this clause 3.2 relates solely to the procurement process identified at clause 3.1 above and does not commit Forces to using BLC for any further vehicle purchase requirements.**
- 3.3 The National Association of Police Fleet Managers (NAPFM), representing all of the UK's police fleet leads, is the intelligent client and Force's representative for this procurement activity.
- 3.4 BLC is running a mini competition under the Framework on the basis of the requirements of the Forces and will enter into a contract on behalf of and for the benefit of the Forces with each supplier appointed as a result of the mini competition (**Supplier**) for the various lots (the **Call Offs**) in accordance with the terms of this Sub Agreement.
- 3.5 Each Call Off shall set out the process for each Force to follow for the raising of purchase orders with any Supplier for the purchase of vehicles when required by each Force.
- 3.6 The requirement submitted by the Forces will be for its anticipated fleet vehicle requirement over a period of 2 years. However, there will also be scope for Forces to increase their order requirement if needed, subject to prior agreement with the Supplier and BLC.

4. Vehicle Evaluation

- 4.1 As part of the vehicle evaluation a technical assessment of the factual accuracy provided by manufactures will be conducted and will be completed in support of the national tender exercise and as part of the evaluation panel with this section being led by the MPS (“Practical Evaluation”).
- 4.2 The Practical Evaluation has been agreed upon using the collective knowledge, skill and expertise of the NAPFM in partnership with the MPS, with collaborative intent, the results will be reported to BLC for inclusion in the tender results.
- 4.3 The findings from the Practical Evaluation will form an element of the whole evaluation process, a compliant finding does not negate the essential professional assurance which must be completed by heads of fleet for each force when selecting and operating vehicles as suitable for use. For the avoidance of doubt MPS do not warrant that compliant test findings mean vehicles are fit for a Force’s operational use.
- 4.4 The Practical Evaluation for this element of the procurement activity will be resourced by MPS with support from various UK Forces, with overheads being met by NAPFM levy monies generated from all UK Forces spending against the current and previous CCS Framework. Further collaborative agreements will be necessary to facilitate future assessments and these will be addressed in full using the terms of this agreement to form the basis of future agreements.
- 4.5 In regard to the Practical Evaluation, relating solely to this specific procurement, should there be any exceptional or unexpected costs incurred in completing the practical evaluation, including uninsured costs, then these will be first be recovered, where possible and in agreement with NAPFM from the levy accumulated from previous national fleet procurement activity that has been overseen by NAPFM. For the avoidance of doubt NAPFM cannot commit forces to potential cost, it can only recommend an approach and manage those elements that it has influence over for the benefit of all forces. By entering into this Agreement, the Forces agree that, in the event of MPS suffering a loss, as set above, that MPS will have the right to recover those costs equitably from amongst all Forces taking part in the fleet procurement, which shall include MPS. MPS will use all reasonable endeavours to minimise any such costs incurred, including the MPS’ existing insurance arrangements.
- 4.6 Accordingly, the Forces taking part in the fleet procurement and signing this Sub-Agreement agree that they shall pay such sums to MPS as may be required under clause 4.5. BLC shall co-ordinate and secure repayment of the cost incurred by MPS and MPS’s recourse in regard to any non-payment shall be to BLC.
- 4.7 If any claim is brought against BLC by any tenderer, potential tenderer, third party organisation or a Party in regard to the procurement process, including but not limited to the use of the evaluation processes conducted by MPS in regard to the vehicles, or

any other act or omission committed by BLC, then BLC shall assume conduct of and liability for that procurement claim.

5. Agency Arrangements

Appointment

- 5.1 Each Force appoints BLC as its agent (and BLC accepts such appointment as agent) to:
 - 5.1.1 enter into any Call Off on behalf and for the benefit of the Forces in accordance with the terms of this Sub Agreement in order to fulfil that Force's requirements for police fleet vehicles as submitted to BLC prior to BLC running the mini competition;
 - 5.1.2 conduct the mini competition under the Framework on behalf of each Force;
 - 5.1.3 have conduct of any claims from third parties in relation to the procurement process, including any claims under clause 4.7;
 - 5.1.4 where requested by a Force to do so, will liaise with the Framework holder or the Supplier in regard to any issues arising with a Call-Off that requires escalation or where there are recurring issues with a particular Supplier; and
 - 5.1.5 any other functions specifically agreed by the Parties

Limitations of Authority

- 5.2 BLC shall not:
 - 5.2.1 enter into any contract (other than a Call Off) for or on behalf of any Force; nor
 - 5.2.2 take any action in relation to any Call Off unless and to the extent it is authorised to do under the terms of this Sub Agreement or where it reasonably believes that it is necessary to take such action in order to comply with any duties imposed upon it by law; nor
 - 5.2.3 agree to vary the terms of any Call Off unless it is authorised to do so under the terms of this Sub Agreement or such amendments are required by law or to bring operational or contractual efficacy to the terms of the Call Off provided that such changes would not:
 - 5.2.3.1 breach applicable law (including applicable procurement rules);
 - 5.2.3.2 materially adversely affect the Force's obligations under the Call Offs;
 - 5.2.3.3 increase the price payable by each Force.

General Obligations

- 5.3 Each of the Force agrees that:

- 5.3.1 save as provided for at clause 4.7 above, it shall be bound by any actions of BLC undertaken as agent of that Force, provided that such action is within the scope of BLC's authority under this Sub Agreement and, in taking such action, BLC does not contravene the provisions of this Sub Agreement; and
- 5.3.2 it shall not itself take any action in relation to a Call Off, except to the extent that:
 - 5.3.2.1 it is permitted to do so under the terms of this Sub Agreement; or
 - 5.3.2.2 it reasonably believes that it is necessary to take such action in order to comply with any duties imposed upon it by law or to protect its legitimate interests.

Payment under Call Offs

- 5.4 Each of the Forces shall be responsible for the payment of all and any amounts payable by it to any party to a Call Off and accordingly undertakes to each of the other Forces:
 - 5.4.1 to accept all valid invoices issued by any Supplier in accordance with the terms of the applicable Call Off in relation to any amounts payable by the relevant Force; and
 - 5.4.2 to make all such payments strictly in accordance with the terms of the applicable Call Off.

Matters Reserved to Forces

- 5.5 Each of the Forces agrees that it shall be responsible for managing directly with the Supplier any of the following matters, provided that the relevant Force shall not do anything which amounts to a variation of the terms of the Call Off as between that Force and the Supplier:
 - 5.5.1 Payments under clause 5.4;
 - 5.5.2 Raising of purchase orders as necessary and ensuring that payments and invoices are processed in accordance with their own Force accounting and governance procedures;
 - 5.5.3 General handling of supply and commercial issues with the Suppliers that arise in the normal course of business of fleet operation (including disputes related to invoices not validly submitted in accordance with the Call Off);
 - 5.5.4 liaising directly with the Supplier in regard to the transit and delivery of any vehicles ordered. In this regard the Forces should pay particular attention to the insurance provisions for the delivery of the vehicles;
 - 5.5.5 receiving and accepting delivery of vehicles as ordered prior to payment.

5.5.4 handling and raising directly with Suppliers any performance or defect issues.

Indemnities

5.6 Subject to **Clauses 4.7, 5.7, and 5.8**, each Force shall indemnify BLC against any claim made by any person against BLC where BLC is acting in its capacity as agent of that Force.

5.7 If and to the extent that more than one Force is liable to the BLC pursuant to **clause 5.6** in respect of the same matter, then each Force shall only be liable to BLC for such proportion of the amount of any such claim as is fair and reasonable having regard to the proportionate interest of the relevant Force in the matter giving rise to such claim.

5.8 A Force shall not be liable to BLC pursuant to **clause 5.6** if and to the extent that the relevant claim arises out of any action or omission of BLC which is outside the scope of its authority as agent of the relevant Force under this Sub Agreement.

5.9 Where a claim is made by any third party against a Force, then if and to the extent that such claim arises directly out of any action or omission of BLC which is outside the scope of its authority as agent of the relevant Force under this Sub Agreement or out of any other contravention of the provisions of this Sub Agreement BLC shall indemnify the relevant Force in respect of such matter.

5.10 In addition and separate to clause 4.5 each Force and Thames Valley Police in relation to each of the Consortium Members (defined below) (each an “Indemnifying Force”) shall indemnify the other Forces (each an “Indemnified Force”) from and against all damages, costs, claims, expenses or other liability incurred or suffered by an Indemnified Force in connection with the fleet procurement to the extent arising out of or in connection with:

5.10.1 death or personal injury caused by the Indemnifying Force’s negligence (or the negligence of the officers or staff under its direction and control);

5.10.2 the Indemnifying Force’s fraud or fraudulent misrepresentation;

5.10.3 the Indemnifying Force’s wilful breach or deliberate non-performance of this Sub-Agreement; and/or

5.10.4 the Indemnifying Force’s failure to comply with Clause 5. 4 (payment under the Call Offs).

6. Forces in Collaboration Agreements

6.1 Chiltern Transport Consortium “CTC” is a consortium formed under a s22 Collaboration Agreement with Thames Valley Police as the Lead Force responsible

for undertaking all fleet procurement including orders, receipt, payment etc. for the following Consortium Members:

- 6.1.1 Bedfordshire
- 6.1.2 Cambridgeshire
- 6.1.3 Hertfordshire
- 6.1.4 British Transport Police
- 6.1.5 Civil Nuclear Authority
- 6.1.6 National Investigation Service

- 6.2 Accordingly, Thames Valley Police will sign this Sub-Agreement on behalf of the Consortium Members and purchase all vehicles on behalf of the Consortium Members in their capacity as the Lead Force of CTC.
- 6.3 Other Forces in similar collaboration arrangements may also purchase their vehicles via their lead force arrangement or as their collaboration agreement permits.

APPENDIX 1 – SIGNATORIES

Signed for and on behalf of the Policing Bodies

The Police and Crime Commissioner for Avon and Somerset

The Police and Crime Commissioner for Bedfordshire

The Police and Crime Commissioner for Cambridgeshire

The Common Council of the City of London

The Police and Crime Commissioner for Cheshire

The Police and Crime Commissioner for Cleveland

Police and Crime Commissioner for Cumbria

The Police and Crime Commissioner for Derbyshire

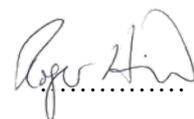
The Police and Crime Commissioner for Devon & Cornwall

The Police and Crime Commissioner for Dorset

The Police and Crime Commissioner for Durham

The Police and Crime Commissioner for Dyfed-Powys Police

The Police Fire and Crime Commissioner for Essex

A handwritten signature in black ink, appearing to be 'Roger Hill', is written over the dotted line of the Essex entry.

The Police and Crime Commissioner for Gloucestershire	.....
Greater Manchester Combined Authority	.....
The Police and Crime Commissioner for Gwent	.....
The Police and Crime Commissioner for Hampshire	.....
The Police and Crime Commissioner for Hertfordshire	.....
The Police and Crime Commissioner for Humberside	.....
The Police and Crime Commissioner for Kent	.....
The Police and Crime Commissioner for Lancashire	.....
The Police and Crime Commissioner for Leicestershire	.....
The Police and Crime Commissioner for Lincolnshire	.....
The Police and Crime Commissioner for Merseyside	.....
The Mayor’s Office for Policing and Crime	.....
The Police and Crime Commissioner for Norfolk	.....
The Police and Crime Commissioner for North Wales	.....

The Police Fire and Crime Commissioner for North Yorkshire	.....
The Police Fire and Crime Commissioner for Northamptonshire	.....
The Police and Crime Commissioner for Northumbria	.....
The Police and Crime Commissioner for Nottinghamshire	.....
The Police and Crime Commissioner for South Wales	.....
The Police and Crime Commissioner for South Yorkshire	.....
The Police Fire and Crime Commissioner for Staffordshire	.....
The Police and Crime Commissioner for Suffolk	.....
The Police and Crime Commissioner for Surrey	.....
The Police and Crime Commissioner for Sussex	.....
The Police and Crime Commissioner for Thames Valley	.....
The Police and Crime Commissioner for Warwickshire	.....
The Police and Crime Commissioner for West Mercia	.....
The Police and Crime Commissioner for West Midlands	.....
The Police and Crime Commissioner for West Yorkshire

The Police and Crime Commissioner for Wiltshire

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Signed for and on behalf of the Chief Officers

The Chief Constable of Avon and Somerset Constabulary

The Chief Constable of Bedfordshire Police

The Chief Constable of Cambridgeshire Constabulary

The Commissioner of Police of the City of London

The Chief Constable of Cheshire Constabulary

The Chief Constable of Cleveland Constabulary

The Chief Constable of Cumbria Constabulary

The Chief Constable of Derbyshire Constabulary

The Chief Constable of Devon & Cornwall Police

The Chief Constable of Dorset Police

The Chief Constable of Durham Constabulary

The Chief Constable of Dyfed-Powys Police

The Chief Constable of Essex Police

The Chief Constable of Gloucestershire Constabulary	.....
The Chief Constable of Greater Manchester Police	.....
The Chief Constable of Gwent Police	.....
The Chief Constable of Hampshire Constabulary	.....
The Chief Constable of Hertfordshire Constabulary	.....
The Chief Constable of Humberside Police	.....
The Chief Constable of Kent Police	.....
The Chief Constable of Lancashire Constabulary	.....
The Chief Constable of Leicestershire Police	.....
The Chief Constable of Lincolnshire Police	.....
The Chief Constable of Merseyside Police	.....
The Commissioner of Police of the Metropolis	.....
The Chief Constable of Norfolk Constabulary	.....
The Chief Constable of North Wales Police	.....

The Chief Constable of North Yorkshire Police	.....
The Chief Constable of Northamptonshire Police	.....
The Chief Constable of Northumbria Police	.....
The Chief Constable of Nottinghamshire Police	.....
The Chief Constable of South Wales Police	.....
The Chief Constable of South Yorkshire Police	.....
The Chief Constable of Staffordshire Police	.....
The Chief Constable of Suffolk Constabulary	.....
The Chief Constable of Surrey Police	.....
The Chief Constable of Sussex Police	.....
The Chief Constable of Thames Valley Police	.....
The Chief Constable of Warwickshire Police	.....
The Chief Constable of West Mercia Police	.....
The Chief Constable of West Midlands Police	.....

The Chief Constable of West Yorkshire Police

The Chief Constable of Wiltshire Police