

# West Yorkshire Fire & Rescue Service Transport SLA

## Definitions

(A) The "**Customer**" means West Yorkshire Fire & Rescue Authority Operations Group or individuals acting on their own behalf or on behalf of others who have entered into an agreement to use the equipment and shall include any officers and servants or their successors.

(B) The "**Contractor**" means West Yorkshire Fire & Rescue Authority Technical Services Fleet Transport Section who are designated the "Owner" for the purpose of this agreement.

(C) The "**Operator**" means the person or persons supplied by the Customer to operate, drive or handle the equipment and includes the driver of a vehicle.

(D) A "**Station**" means the location at which the customer intends to base the equipment.

(E) A "**Day**" means a period of 24 hours.

(F) A "**Week**" means seven consecutive days.

(G) "**Tender**" means the form of tender and the documents referred to therein.

(H) The "**Equipment**" means all classes of vehicles, machinery or any other item or accessories thereto which the Customer agrees to use from the Contractor.

(I) The "**Contract**" means the agreement concluded between the Customer and the Contractor and shall include the conditions of contract and tender and written acceptance thereof.

(J) The "**Core Fleet**" means the minimum number of specified items that the Customer requires to be made available to him at an agreed availability level during a given annual period.

(K) The "**Contractors Fleet**" means the number of items of equipment which the Contractor needs in order to meet the demands of the Customer/Client.

(L) "**Fair Wear and Tear (unavoidable)**" means the rendering of an item or component as non-serviceable by virtue of time and normal wear.

Items in this category include:

- Routine maintenance.
- Clutch/brake lining replacement at normal life.
- Engine repairs when failure occurs after the first 150,000 kms other than (IV) below.
- Warranty repairs when claimable against the manufacturer of the equipment.

(M) **"Non Fair Wear and Tear (avoidable)"** means the rendering of an item or component as non-serviceable by the action of the Operator which means that the component has to be changed prematurely due to breakage, damage or accelerated wear.

Items in this category include:

- Breakage or damage to lenses, mirrors, number plates, body panels including wings, mud flaps, brake lines and couplings.
- Breakage or damage to brake components and axles due to vehicle bottoming on soft ground.
- Breakage or damage due to impact resulting in damage to axles, road spring, suspension etc.
- Accident damage including insurance excess - operator at fault. (If not operator at fault - charged to third party)
- Repairs to engines within the first 150,000 kms where failure is not down to design or manufacturers defect.
- All engine and transmission repairs due to the failure of the Operator to maintain correct levels and use of lubricants or coolant.
- All engine and transmissions/axles as a result of over revving/over loading or over stressing of components, i.e. half shafts, prop shaft (not) UJ missing or broken teeth on gear assemblies.
- All cost associated with the Operator losing keys or items belonging to the Contractor.
- Cost associated with replacements of tyres, other than on emergency vehicles, where the tyre has not reached the legal limits or normal life.
- All costs associated with repairs to fuel systems due to contaminated fuel.
- All costs associated with the failure of the Operator to carry out his/her daily/weekly checks as per Operations Procedure No. 28.

## **Customer Requirements**

The Customer shall provide the Contractor with details of their Core Fleet requirements in terms of a forward annual projection. Annual projections shall be embodied in a ten year rolling programme where the first year shall be "Firm" the second to fifth years "Probable" and the second five years "Tentative". The rolling programme shall be reviewed by the Customer and advised to the Contractor on or before the 31 August each year for the forthcoming ten years period which will commence on 1 April of the following year.

The Contractor will provide the Core Fleet 365 days per year, 24 hours per day, and will ensure that all necessary repairs are carried out as quickly as possible to ensure that reserve appliances etc. are exchanged within a week for the original equipment.

## **Charge Rate**

The charge out rate shall be the actual maintenance cost for that group of equipment. This cost shall be broken down to a daily charge out rate.

The final rates will be agreed and fixed for a period of 12 months from April 1 each year between the CTA and the Technical Services Manager, as detailed in Appendix A of this agreement.

## **Items Covered by The Charge Out Rate**

- (A) Servicing and Fair Wear and Tear repairs/ maintenance.
- (B) Tyres.
- (C) Road fund licence.
- (D) Financing charges (debt charges and leasing).
- (E) Charges from external hire source (to fulfill Core Fleet requirements).
- (F) Stand-by cover for out of normal working hours work.
- (G) Safety inspections to Department of Transport requirements.
- (H) Should an out of hours call out be proved to have been unnecessary, or be caused by an item not covered by the charge out rates, then premium payment rates will apply.

## **Items Not Covered by The Charge Out Rate**

- (A) Driver abuse and non Fair Wear and Tear.
- (B) Accident damage not claimable/recovered against the Customer's insurance policy or third party.
- (C) Re Start checks and routine driver maintenance as per Operational Procedure No. 28.
- (D) Collection/delivery at start/finish of usage period.
- (E) Replacement tools or equipment for use by the Driver.
- (F) Fuel.
- (G) Washing - steam cleaning or valeting the equipment at any time.

## **Reward Scheme**

In cases where non-fair wear and tear (avoidable) damage occurs, stations and departments are charged back the cost of the relevant repair. The cost is capped at a maximum of £150 per accident, but the full cost of the repair is also shown against that station/department.

In addition, for each emergency, blue light vehicle on a station, a reward of £150 will be added to the budget where no avoidable accident damage occurs within that financial year; this money can be used to purchase any equipment which benefits the station.

Note – no charge is incurred by stations where an avoidable accident occurs whilst the vehicle is proceeding under blue light conditions.

Any department incurring an avoidable accident during the financial year will not be eligible for the £150 award.

### **Fuel Rate**

All fuel supplied by and used by the Customer shall be charged at the current commercial rates.

### **Collection\Delivery**

The Customers shall make their own arrangements to collect and return equipment at the start/end of usage from the Contractor's premises.

Delivery or collection can be arranged by the Contractor at the request of the Customer for an agreed charge.

### **Statutory Regulations**

The Contractor shall for the duration of usage be responsible for compliance with all applicable statutory requirements relating to the construction, use, maintenance and licensing of the equipment including those EEC Regulations which are binding upon the United Kingdom as a member country of the EEC.

The Customer shall be responsible for the compliance with all applicable statutory requirements relating only to the use and operation of the equipment and will ensure that the Operator completes such records as are required to be completed by the Operator and is in possession of an appropriate driving licence if so required.

The Customer shall be responsible for meeting all applicable legislation relating to the user of such equipment that has been used by them.

The Contractor shall be responsible for giving sight of the appropriate insurance policies, certificates, inspection reports and the like prior to and during the course of usage.

### **Usage Without Qualification as to Miles\Hours Worked**

The charge out rate shall be charged on a daily basis irrespective of the hours or mileage actually worked.

### **Notice of Termination of Use**

(A) Where a period of use is indeterminate or having been defined becomes indeterminate the contract shall be terminated by notice given by either party to the other. Unless otherwise agreed between the parties such notice shall be 4 weeks.

(B) Provided such notice is given charge out rate shall cease to be payable at the time the notice takes effect.

### **Delivery & Maintenance**

(A) The Contractor shall supply equipment that is in good mechanical condition and fit for immediate use and without prejudice to the generality of the foregoing the Customer shall ensure that reasonable means are provided for the securing by locking the access doors of the equipment where applicable.

(B) The Customer shall take all reasonable steps to remain acquainted with the specified condition of such equipment.

(C) At the end of the usage period the Customer shall make available the equipment to the Contractor and in the condition commensurate with it's usage. Fair Wear and Tear excepted or shall be liable for the cost of reinstating the equipment to it's original condition.

#### **(D) Maintenance, Servicing and Inspection**

The Contractor shall maintain the equipment in good working order and the Customer shall at all times allow the Contractor, his agent or his insurer to have access to the equipment to inspect, test, adjust, repair or replace the same. As far as it is reasonably possible such work will be carried out at times to suit the convenience of the Customer/Client.

#### **(E) Repairs and Adjustments**

The Customer shall not repair or attempt to repair or modify the equipment without the consent of the Contractor, this shall subsequently be confirmed by the Contractor in writing.

#### **(F) Return of Equipment for Repair**

If any item of equipment is in the opinion of either party to the contract in need of repair, the further use thereof may be stopped until it has been inspected and, if necessary repaired. Where the equipment requires repair the Contractor shall carry out such repair or at his option replace the equipment with similar equipment as soon as it is reasonably possible or otherwise as stated in the agreement.

### **Handling & Operation**

#### **(A) The Customer Operator**

(I) The Customer shall be responsible for providing and training a person who will operate the equipment in a competent manner and shall not allow anyone else to operate the equipment unless he/she is also competent to do so and has been certified by the Customer as such. Competency of operation by the Customer employees shall be well documented and regularly updated and available for inspection by the Contractor.

(II) The Customer shall ensure that only the appropriate and approved fuel, lubricants, fluids and materials are used on the equipment and shall accept full financial responsibility for the consequences of the negligence of the Customer/Client's servants or agents in this matter.

(III) The Customer is responsible for ensuring that daily/weekly checks, as per Operational Procedure No. 28, are properly carried out by a competent person in accordance with the Contractor's directions.

**(B) Breakdowns**

(I) The cost of repairs and the provision of any necessary spare parts resulting from any breakdown or malfunction of the equipment shall be borne by the Contractor in the event that the breakdown or malfunction is caused by:-

(a) The development of an inherent fault in the equipment or a fault not ascertainable by reasonable examination

OR

(b) Any breach of this contract and/or negligence arising from the performance of the contract on the part of the Contractor, his servants or agents

OR

(c) Fair Wear and Tear.

(II) The cost of repairs, including the provision of any necessary spare parts resulting from any breakdown or malfunction of the equipment shall be borne by the Customer in the event that the breakdown or malfunction is caused by:-

(a) Any breach of the contract and/or negligence arising from the performance of the contract on the part of the Customer

OR

(b) Any misdirection or misuse of the equipment by the Customer, his servants or agents.

(III) Any breakdown or malfunction of the equipment must be notified immediately to the Contractor by the Customer/Client.

**(C) Other Stoppages**

The Customer shall not make deductions (other than for breakdown) for stoppages through causes outside the Contractor's control including those arising from bad weather or ground conditions. The cost of recovery where warranted, of any equipment from soft ground shall be borne by the Customer/Client.

**(D) Notice of Accidents**

If the equipment is involved in any accident resulting in injury to persons or damage to property the Customer shall immediately inform the Contractor and provide confirmation on the appropriate forms.

**Arbitration**

Any dispute between the Parties under this agreement, shall, if not capable of amicable resolution by the Parties, be referred to the Management Board for determination.