

DATED

**THE SECRETARY OF STATE FOR TRANSPORT ACTING THROUGH THE
VEHICLE AND OPERATOR SERVICES AGENCY (1)**

and

[ATF PARTY] (2)

CONTRACT

Relating to the Authorisation and Maintenance of Authorised Testing Facilities.

THIS AGREEMENT is dated [...]

BETWEEN

- (1) **The Secretary of State for Transport** whose principal address is [76 Marsham Street, London SW1P 4DR], acting through the Vehicle and Operator Services Agency (“VOSA”); and
- (2) [...] (“**ATF Party**”) whose registered address is [...].

Background

This Contract provides for the authorisation of Authorised Testing Facility sites by VOSA at which, as specified, statutory and other testing by VOSA Examiners may take place of certain categories of heavy goods vehicles or public service vehicles. The Contract provides for the booking of Examiner time by the ATF Party for Examiners to attend at Authorised Testing Facility sites to carry out testing.

NOW IT IS AGREED as follows

1 DEFINITIONS

1.1 In this Contract, unless the context otherwise requires, words and phrases have the meanings given to them in the following provisions of this clause.

“**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 VOSA or the ATF Party who is, has been or may be affected by Force Majeure.

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

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

“**ATF Requirements**” means the physical, technical and other requirements, set out in Schedule 1 as the same may be modified or supplemented from time to time pursuant to clause 8.7.

“**ATF Sites**” means those sites and buildings inclusive of the Test Area as described in Schedule 2 and as otherwise identified and described under clause 3.2.

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

“**Authorised Testing Facilities**” means all sites authorised for the carrying on of Statutory Testing and Related Activities under an agreement on substantially the same terms as this Contract and unless the context otherwise requires shall be deemed to include reference to the ATF Sites.

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

“Booking Policy” has the meaning given in clause 9.1.

“Commencement Date” means the date of this Contract.

“Confidential Information” means any information which has been designated in writing as confidential by either Party or a Third Party or which ought to be considered as confidential 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 or a Third Party.

“Confirmed Reservation” shall be construed in accordance with clauses 9.5, 9.6 and 10.8 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 VOSA under clause 5.1.

“Default” means a breach of any obligation under this Contract by either Party 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.

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

“Fees” means Statutory Fees or other fees for Testing but does not include the Reservation Fee.

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

“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.

“Non-Exclusive” in respect of a right granted under clause 7.6.1 means that VOSA, 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 7.15.

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

“Personal Data” has the meaning given to it in the Data Protection Act 1998.

“Pit Fee” has the meaning given by clause 7.10.

“Pit Fee Cap” has the meaning given by clause 7.11 and 7.12.

“Pre-Funded Account” has the meaning given by clause 11.1.

“Prohibited Acts” means

1. offering, giving or agreeing to give to any employee of VOSA any gift or consideration of any kind as an inducement or reward:

- 1.1 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 VOSA; or
- 1.2 for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with VOSA;
2. committing an offence:
 - 2.1 under the Prevention of Corruption Acts 1889-1916;
 - 2.2 under any applicable law creating offences in respect of fraudulent acts; or
 - 2.3 at common law in respect of fraudulent acts in relation to the Contract or any other contract with VOSA;
3. 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 VOSA and by threats, harassment, bullying, verbal or physical abuse or howsoever; or
4. defrauding or attempting to defraud or conspiring to defraud VOSA.

“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 6.7 or 6.8.

“Regulations” means the following sets of regulations:

- the 1981 Regulations;
- the 1988 Regulations;
- the Public Service Vehicles (Conditions of Fitness, Equipment, Use and Certification) Regulations 1981;
- the International Carriage of Dangerous Goods by Road (Fees) Regulations 1988;
- the Road Vehicles (Registration and Licensing) Regulations 2002;
- the International Transport of Goods under Cover of TIR Carnets(Fees) Regulations 1988;
- the Motor Vehicles (Approval) Regulations 2001;
- the Motor Vehicles (Approval) (Fees) Regulations 2001;
- the Road Vehicles (Approval) Regulations 2009;
- the Road Vehicles (Individual Approvals) (Fees) Regulations 2009;
- the Motor Cycles Etc. (Single Vehicle Approval) Regulations;
- the Motor Cycles Etc. (Single Vehicle Approval) (Fees) Regulations 2003;
- the Public Service Vehicles Accessibility Regulations 2000;
- the Vehicle Excise (Design Weight Certificate) Regulations 1995; and
- the Road Vehicles (Prohibition) Regulations 1992.

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

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

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

“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 that the test will be carried out at a vehicle testing station other than one provided under section 8 of the Public Passenger Vehicles Act 1981 or either section 45(6B) or section 52(2) of the 1988 Act.

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

“Test Area” means the physical area within the ATF Site for Statutory Testing and Related Activities as designated under Schedule 2 or as otherwise identified and described under clause 3.2.

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

“Testing Day” means a single calendar day for which there is a Confirmed Reservation for a Testing Period.

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

“Testing Period” means a continuous period of three and a half hours representing one Examiner’s time attending to carry out Testing in that period.

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

“Third Party Access” has the meaning given in clause 7.1.

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

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

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

“VOSA ATF Brand Identity Guidelines” mean guidelines and directions in relation to the use of the ATF logo published from time to time by VOSA on the Business Link website (www.businesslink.gov.uk) or on such other website or via such other media as VOSA considers most appropriate.

“working day” means a day other than a Saturday, Sunday, Good Friday, Christmas Day or a bank holiday (as defined in the Banking and Financial Dealings Act 1971).

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 VOSA or the ATF Party to do any act or thing includes an obligation to procure that it be done and any obligation on VOSA or the ATF Party not to do any act or thing includes an obligation not to allow that act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 2.7 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.8 A reference to a person includes an individual, corporation, company, firm or partnership or government body or agency and includes their respective successors and permitted assigns or transferees.
- 2.9 Unless otherwise specified, a reference to legislation (including subordinate legislation) or any provision thereof is to that legislation or provision as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.10 A reference to a fee, charge or other payment is to a sum exclusive of any Value Added Tax that may be payable.

3. AUTHORISATION OF ATF SITES

- 3.1 VOSA authorises the sites identified in Schedule 2 as sites where, subject to the terms and conditions of this Contract, Statutory Testing and Related Activities may be conducted in relation to such categories of vehicles and subject to such restrictions as are set out in Schedule 2.
- 3.2 VOSA may from time to time agree in writing that a site which is not at the Commencement Date identified in Schedule 2 is authorised under this Contract as suitable for the conducting of Statutory Testing and Related Activities in relation to such categories of vehicles and subject to such restrictions as may be specified. Any site so authorised shall be treated as an ATF Site authorised under clause 3.1 and the matters specified as if they were set out in respect of that site in Schedule 2.

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 fourth anniversary of the Commencement Date; or
 - 4.1.2 otherwise in accordance with clause 15.

5. REPRESENTATIVES

- 5.1 VOSA will appoint a Contract Manager who will have the power to act on behalf of VOSA in relation to this Contract.
- 5.2 The ATF Party will appoint an ATF Representative, as detailed in Schedule 2, who will have the power to act on behalf of the ATF Party in relation to this Contract.
- 5.3 Each Party will notify the other of the identity and contact details of its representative and of any replacement to that position on his or her appointment.

6. OBLIGATIONS OF THE ATF PARTY

- 6.1 The ATF Party will act reasonably and in good faith in and about the performance of its obligations and the exercise of its rights under this Contract.

6.2 The ATF Party will provide its ATF Sites for Statutory Testing and Related Activities to be undertaken there and in doing so will at all times:

- 6.2.1 maintain each ATF Site in accordance with, and to the required standards of, the ATF Requirements and comply with the ATF Requirements;
- 6.2.2 maintain the Testing Equipment in full operating order, and ensure the Testing Equipment is calibrated at the required intervals all in accordance with the ATF Requirements;
- 6.2.3 repair or replace as necessary any faulty or broken equipment as soon as reasonably practicable;
- 6.2.4 ensure that the Test Area complies with the ATF Requirements at the start of each Testing Day; and
- 6.2.5 comply with all changes to the ATF Requirements within the deadlines set by VOSA to enable Statutory Testing and Related Activities to continue at its ATF Sites.

6.3 The ATF Party will:

- 6.3.1 comply with (and ensure compliance on the part of those in occupation or control of its ATF Sites with) the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety in so far as any of the same apply in relation to or in connection with any persons at any time working on or otherwise using or present at its ATF Sites in connection with Statutory Testing or Related Activities or otherwise in connection with this Contract;
- 6.3.2 promptly notify VOSA of any health and safety hazards which may exist at or arise on the ATF Site which might affect persons working or otherwise present there in connection with this Contract, Statutory Testing or Related Activities;
- 6.3.3 not harass, bully, verbally or physically abuse, or discriminate against any employee of VOSA or person acting on its behalf and shall apply the principles set out in VOSA's Dignity at Work (Harrassment and Bullying in the Workplace) policy;
- 6.3.4 give any notices and obtain any licences, permissions or permits required by law in order to be able to fulfil its obligations under this Contract.

6.4 Where at the request of the ATF Party the Examiner permits the driver of the vehicle presented for a test to be absent during the test, the ATF Party will ensure that a suitably qualified and insured person is available throughout the duration of the test to drive the vehicle and operate its controls as required by the Examiner to complete the test.

- 6.5 The ATF Party will ensure that a suitably competent person is available throughout each Testing Day at each ATF Site (“the Site Manager”) as a principal point of contact for the Examiner and whose responsibilities will include:
- 6.5.1 managing the day to day performance of the Contract in relation to that site and the related obligations;
 - 6.5.2 informing the Examiner of the Testing scheduled for each Testing Period;
 - 6.5.3 resolving any issues arising as a result of the carrying out of Statutory Testing and Related Activities with respect to the Testing Equipment and Third Parties other than where those issues relate to the result of the test or where, in the reasonable opinion of the Site Manager, they should be dealt with by way of dispute resolution pursuant to clause 18 (Dispute Resolution).
- 6.6 The ATF Party will inform VOSA of any changes to contact details and opening hours for testing at its ATF Sites as soon as reasonably practicable and in any event, no later than the working day preceding the day in which the change will take effect.

Quality Assurance inspections

- 6.7 The ATF Party will permit the Contract Manager or any person nominated by him to act on behalf of VOSA to access and use its ATF Sites and Testing Equipment at any reasonable time in order to ensure that the ATF Requirements and all other obligations of the ATF Party under this Contract have been and are continuing to be complied with and in connection with the management of its Examiners and other persons working for VOSA. In particular, but without limitation, the Contract Manager or nominated person shall be entitled to carry out such quality assurance of Testing procedures at the ATF Sites as he reasonably deems to be necessary and to inspect any documentation required to be kept by the ATF Party under this Contract including the equipment calibration log and to inspect and test the Testing Equipment. The ATF Party shall cooperate fully with the Contract Manager or nominated person in connection with the exercise of VOSA’s rights under this clause and shall provide, at its own cost, all such assistance to him as is reasonably required.
- 6.8 Without prejudice to clause 6.7, VOSA shall be entitled to undertake at each ATF Site a full ATF Site and Testing Equipment Quality Assurance inspection at least once in each 12 month period following the Commencement Date or the date on which the site was authorised if different.

7. THIRD PARTY TESTING

- 7.1 This clause applies wherever the ATF Party provides access to an ATF Site to a Third Party in order that VOSA may carry out Testing at that site for the benefit of a Third Party ("Third Party Access").
- 7.2 The ATF Party may provide Third Party Access to an ATF Site subject to the terms of this Contract.
- 7.3 The ATF Party will in advance of providing Third Party Access to an ATF Site have first notified VOSA, whether as set out in Schedule 2 or, after Commencement of the Contract by notice to VOSA, of the provision for Third Party Access and of the level and type of access available for Third Parties at that site.
- 7.4 Subject to clauses 7.5, 7.10, 7.11 and 7.17, the ATF Party may provide Third Party Access to an ATF Site on such reasonable terms and conditions as between itself and the Third Party as it considers appropriate and it shall be for the ATF Party to determine the amount of Third Party Access it wishes to make available to Third Parties.
- 7.5 When providing Third Party Access the ATF Party will:
- 7.5.1 ensure that a testing lane and all other necessary facilities are in place for Testing to be carried out on Third Party Vehicles.
 - 7.5.2 pay the Reservation Fee and all other Fees due to VOSA in relation to such Testing for a Third Party, in accordance with clause 11.
 - 7.5.3 ensure that the Third Party has to the extent allowed by law waived any rights it may have at any time to claim for loss or damage against VOSA on the same basis as set out in clause 16.3 and 16.4 between the ATF Party and VOSA and shall ensure that such waiver is enforceable by VOSA.

ATF logo and Intellectual Property Rights

- 7.6 Upon VOSA being notified in accordance with clause 7.3 that the ATF Party is making Third Party Access available at an ATF Site:
- 7.6.1 VOSA as the owner of the intellectual property rights to the ATF logo, thereupon grants to the ATF Party (and to any subcontractor authorised by VOSA in occupation or control of the ATF Site) a Non-Exclusive licence to use the ATF logo in relation to that site in accordance with the VOSA ATF Brand Identity Guidelines.

- 7.6.2 the ATF Party, subject to any necessary planning permission, will display the ATF logo at the site in accordance with the VOSA ATF Brand Identity Guidelines.
- 7.7 A Non-Exclusive licence granted under clause 7.6.1 shall have effect in relation to an ATF Site from the Commencement Date, where VOSA is notified of Third Party Access in Schedule 2, or, where VOSA 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.
- 7.8 The ATF Party will use all reasonable endeavours to create and retain goodwill in the services operated under the ATF logo and undertakes not to do any act which would or might:
- 7.8.1 jeopardise or invalidate the registration of the ATF logo; or
- 7.8.2 prejudice the right or title of VOSA to the ATF logo.
- 7.9 The ATF Party will only use, reproduce and apply the ATF logo (and will ensure that any subcontractor will only use, reproduce and apply the ATF logo):
- 7.9.1 in accordance with the VOSA ATF Brand Identity Guidelines;
- 7.9.2 in connection with the performance of the Contract and in accordance with its provisions.

Pit Fee and Pit Fee Cap

- 7.10 When providing Third Party Access, the ATF Party may charge the Third Party a Fee (a "Pit Fee"), subject to the Pit Fee Cap, for each vehicle given access to the ATF Site for Testing and to the Testing Equipment, and may also be reimbursed for the amount of any Fees it has paid in respect of the Testing of Third Party Vehicles in accordance with this clause and clause 11. Without prejudice to the provision of other goods or services that are provided which are not a necessary feature of access to the site and the Testing Equipment for Testing or of the charging of Fees for Testing, no other fee or charge, however described, may be levied on any Third Party by the ATF Party or any other person in relation to the Testing carried out on a Third Party Vehicle at the ATF Site.
- 7.11 Under no circumstances may the amount of the Pit Fee (before the addition of any Value Added Tax) exceed the Pit Fee Cap.
- 7.12 For the purposes of Clause 7.11, the "Pit Fee Cap" means:
- 7.12.1 £55 where a test is being carried out on an HGV;

- 7.12.2 £70 where a test is being carried out on a PSV; or
- 7.12.3 £40 where a test is being carried out on a trailer.

- 7.13 VOSA will consult Authorised Testing Facilities Providers and such other persons as it considers appropriate annually for such period and in such manner as it considers appropriate over the amount of the Pit Fee Cap for each category of vehicle as listed in clause 7.12 and may in its discretion, taking account of such consultation and such other factors as it considers relevant, increase the amount of the Pit Fee Cap for any or all of those categories of vehicle. VOSA will publish or arrange for the publication, on or after 6 April in each calendar year, on the Business Link Website (www.businesslink.gov.uk) or such other publically available website or medium as it from time to time considers appropriate, of its decision on whether to raise the Pit Fee Cap or not.
- 7.14 If VOSA's decision is to raise the Pit Fee Cap, the amount of the increase will be specified in the notice of its decision published under clause 7.13 and such increase shall take effect forthwith on such publication and clause 7.12 will be construed accordingly.

Open Access

- 7.15 Where the ATF Party by notice under clause 7.3 undertakes to VOSA to provide access to the ATF Site for Testing for any Third Party applicant ("Open Access") (subject to the categories of vehicles and restrictions that apply to the authorisation for that site), VOSA will be entitled to publish or arrange for the publication of details of the ATF Site as a site offering Third Party Testing on the Business Link website or such other publicly available website or medium as it from time to time considers appropriate. Those details will include location and contact details of the ATF Site, opening hours, and the types of test that may be undertaken and types of vehicles approved for testing at that site. Where changes are notified by the ATF Party pursuant to clause 6.6, VOSA will update the Business Link website or other published material as soon as reasonably practicable thereafter.
- 7.16 The ATF Party may cease to provide Open Access to an ATF Site on giving VOSA six months notice of its intention to do so.

Open Access Third Party Test Booking

- 7.17 Where the ATF Party is undertaking to provide Open Access at a site, the ATF Party when requested to provide Third Party Access by a Third Party for a test:

- 7.17.1 will provide Third Party Access, within the ATF Party's stated hours of business, for the day or days requested by the Third Party or the next reasonably available date for the ATF Party for Third Party Access for Testing at that ATF Site; and
- 7.17.2 will not refuse or fail to do so without reasonable cause.

8. RIGHTS AND OBLIGATIONS OF VOSA

- 8.1 VOSA 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 VOSA will supply an Examiner to carry out Testing at an ATF Site during each Testing Period for which there is a Confirmed Reservation. VOSA may in its discretion meet its obligation in respect of any particular Testing Period by supplying one or more individual Examiners to cover the Examiner time of a Testing Period between them and for the avoidance of doubt the provisions of clauses 10.3 to 10.7 shall be construed accordingly.
- 8.3 VOSA will ensure that at all times whilst he is present on an ATF Site, each Examiner complies with all relevant statutory requirements including those detailed at clause 6.3 and any reasonable site rules relating to the operation of the relevant ATF Site which have been sent to VOSA in advance of the Examiner attending the ATF Site for the purpose of undertaking Statutory Testing and Related Activities.
- 8.4 Upon completion of Statutory Testing, or Related Activities, the Examiner will provide to the ATF Party or the Third Party, as appropriate, the relevant documentation relating to the test result. As soon as reasonably practicable following the completion of Testing, VOSA will enter all the test results onto the relevant VOSA electronic database.
- 8.5 VOSA will provide feedback where appropriate to the ATF Party on the results of any Quality Assurance Inspection concerning the ATF Party's compliance with the ATF Requirements and its obligations under the Contract.
- 8.6 VOSA will use its reasonable endeavours to:
- 8.6.1 minimise any impact and disruption to the ATF Party and ATF Site as a result of a Quality Assurance Inspection; and
 - 8.6.2 return the ATF Site and Testing Equipment to the condition present at the time VOSA began the Quality Assurance Inspection.
- 8.7 VOSA may from time to time by notice to the ATF Party modify or supplement the ATF Requirements where it reasonably considers this necessary or desirable in consequence of any change to Statutory Testing requirements or Related Activities requirements, the

introduction of any new type of vehicle test, any change to any applicable legal requirement including Health and Safety Requirements or where VOSA otherwise reasonably considers this necessary or desirable in connection with the efficient and effective conduct of Testing.

- 8.8 For the purposes of clause 8.7 notice of a change given to an ATF Party may be given generally to all Authorised Testing Facility Providers by publication by VOSA on the Business Link website (www.businesslink.gov.uk) or such other publicly available website or medium as VOSA from time to time considers most appropriate and such notice shall be deemed to be effectively served on the date of such publication.
- 8.9 If an Examiner reasonably considers the Test Area or Testing Equipment unfit to conduct Statutory Testing or Related Activities in a safe and legally compliant manner, he will not undertake such Testing using the affected Test Area or Testing Equipment until the defects have been remedied to the reasonable satisfaction of VOSA.
- 8.10 If an Examiner suspends Testing at an ATF Site pursuant to clause 8.9 the Examiner or the Contract Manager (or a person nominated by him to act on behalf of VOSA) shall confirm this to the Site Manager as soon as reasonably practicable thereafter. If, as a result of such suspension, Testing cannot be carried out for one or more Testing Periods for which there are Confirmed Reservations until the ATF Party remedies the defects identified, those Reservations will be deemed to have been cancelled by the ATF Party by notice served at the time when confirmation is provided to the Site Manager under this clause 8.10.
- 8.11 For the avoidance of doubt, an Examiner may decline to carry out Testing on any vehicle where, in his reasonable opinion, the vehicle is not presented in a fit condition for Testing or in accordance with any other relevant requirements of the applicable Regulations or, testing regime (in the case of Related Activities).

9. **BOOKING PROCESS**

- 9.1 The parties agree to comply with the Booking Policy (as published from time to time by VOSA on the Business Link website (www.businesslink.gov.uk) or on such other website or via such other media as VOSA from time to time considers appropriate).
- 9.2 Applications to reserve Examiner time for the carrying out of Testing in a Testing Period at an ATF Site (“Applications”) are to be made in accordance with the Booking Policy.
- 9.3 Applications may be made for Testing Periods:
- 9.3.1 in the calendar year commencing on 1st January following the Application; and

- 9.3.2 within a period of two months (or such longer period as VOSA may set out in the Booking Policy from time to time) immediately following the submission of an Application to VOSA.
- 9.4 The Booking Policy will include:
- 9.4.1 provision limiting when Applications may validly be made.
 - 9.4.2 provision that VOSA shall only be required to consider an Application where the effect is to request at least two consecutive Testing Periods on a Testing Day at an ATF Site or are for a further Testing Period at an ATF Site for which there are already Confirmed Reservations for two Testing Periods (but without prejudice to VOSA's discretion to consider other Applications as it sees fit).
 - 9.4.3 provision for VOSA to notify the ATF Party if it accepts an Application or not. Whilst VOSA will endeavour to accept Applications in the terms requested, VOSA cannot guarantee to do so, but when VOSA does not accept a valid Application VOSA will offer to make an Examiner available for an alternative Testing Period of an equivalent duration to that specified by the ATF Party in its original Application where that would provide for at least two consecutive Testing Periods on a Testing Day at the ATF Site on a day, so far as reasonably practicable for VOSA, not more than 10 working days before or after the day of the Testing Period for which the Application was originally made. The requirement to offer an Examiner for an alternative Testing Period shall not prejudice VOSA's discretion also to offer one or more alternative Testing Periods at such times as it sees fit.
 - 9.4.4 a 'fair usage' policy in relation to reserving Examiners to avoid consistent under-utilisation of Examiners' time by reason of lack of Testing when attending for a Testing Period or by frequent late cancellations of Confirmed Reservations. Where VOSA reasonably considers the ATF Party to be in breach of the fair usage policy, it may, having first consulted with the ATF Party, cancel Confirmed Reservations at the ATF Site concerned, without any liability on its part and without prejudice to any other remedy under this Contract.
- 9.5 Where VOSA has notified the ATF Party that it has accepted an Application or where the ATF Party has accepted an offer from VOSA for a reservation for an alternative Testing Period there will be a confirmed reservation (a "Confirmed Reservation") in respect of the Testing Period in question.
- 9.6 A Confirmed Reservation will also exist for the purposes of this Contract in respect of any Testing Period for which VOSA has agreed to supply an Examiner:

- 9.6.1 prior to the Commencement Date and subject to the Parties entering into this Contract; and
- 9.6.2 in respect of an ATF Site authorised under clause 3.2, prior to the Authorisation of that site and on condition of that Authorisation being granted.
- 9.7 The ATF Party may cancel a Confirmed Reservation by giving notice to VOSA provided the effect of the cancellation is that there are no Confirmed Reservations for that day at the ATF Site or that there remain Confirmed Reservations for at least two consecutive Testing Periods on that day at the ATF Site.
- 9.8 If a Confirmed Reservation is cancelled under clause 9.7 less than seven days before the date of the Testing Period in question, VOSA shall be entitled to retain any Reservation Fee (plus VAT) which it has deducted from the ATF Party's Pre-Funded Account under clause 11.2 or 11.5. If the Reservation Fee has not yet been deducted where notice of less than seven days has been given, the ATF Party shall remain liable for the Reservation Fee and VOSA shall be entitled to deduct the amount of the Reservation Fee from the Pre-Funded Account and to retain it.
- 9.9 VOSA may from time to time amend the Booking Policy, but not so as to materially change the provisions of this clause 9, following consultation with Authorised Testing Facilities Providers and such other persons as it considers appropriate, the consultation to be in such form and over such period as VOSA reasonably considers appropriate and before any change takes effect, VOSA will give such further notice of the change as it reasonably considers appropriate. Notice under this clause may be given generally to all Authorised Testing Facilities Providers via publication on the Business link website (www.businesslink.gov.uk) or on such other website or via such other media as VOSA from time to time considers appropriate and shall be deemed served on publication.

10. **CONFIRMED RESERVATIONS**

- 10.1 In this Contract a "Reservation Fee" means a fee charged by VOSA for the reservation of an Examiner to attend at an ATF Site to carry out Testing during a Testing Period.
- 10.2 The Reservation Fee for a Testing Period is the higher of:
- 10.2.1 £360; or
- 10.2.2 an amount equal to the sum of the fees applying for the following tests if conducted during normal working hours at the date the Testing Period is scheduled to take place:

- 10.2.2.1 1 x examination of a PSV (Class VI A 23+ seats) under the 1981 Regulations;
- 10.2.2.2 1 x periodical test for a 2-axle HGV under the 1988 Regulations;
- 10.2.2.3 1 x periodical test for a 1-axle trailer under the 1988 Regulations;
- 10.2.2.4 1 x periodical test for a 2-axle trailer under the 1988 Regulations;
- 10.2.2.5 1 x periodical test for a 3-axle trailer under the 1988 Regulations.

10.3 If the late arrival of an Examiner at an ATF Site 2 hours or more after the start of a Testing Period for which there is a Confirmed Reservation delays the start of Testing for that time, VOSA will pay the ATF Party a sum that is equal to the Reservation Fee (net of any VAT) for that Testing Period.

10.4 Where an Examiner fails to complete a Testing Period for which there is a Confirmed Reservation, VOSA will not be entitled under clause 11.8 to retain the amount by which the Reservation Fee for that period exceeds the aggregate amount of Fees for which the ATF Party or any other person is liable in respect of Testing carried out during that Testing Period.

10.5 Subject to clause 10.6, for the purposes of clause 10.4, an Examiner will fail to complete a Testing Period if he does not remain at the ATF Site:

10.5.1 until the end of the Testing Period as originally scheduled; or

10.5.2 where he has arrived at the ATF Site after the start of the Testing Period, until the end of an equivalent period after the originally scheduled end of the Testing Period.

10.6 An Examiner shall not be taken to have failed to complete a Testing Period under clause 10.4 if any person at the ATF Site reasonably in a position to know has indicated that no more vehicles are expected to be presented for Testing for the remaining part of that Testing Period (whether as originally scheduled or as extended when an Examiner has arrived late) and the Site Manager (or other person on behalf of the ATF Party whom the Examiner may reasonably take to be deputising for the Site Manager) agrees that the Examiner may leave before the Testing Period is completed.

10.7 Where VOSA does not provide an Examiner at all for a Testing Period for which there is a Confirmed Reservation, VOSA will:

10.7.1 pay the ATF Party a sum that is equal to the Reservation Fee (net of any VAT) for that Testing Period;

10.7.2 refund the Pre-Funded Account with the Reservation Fee paid for that Testing Period;

- 10.7.3 credit the Pre-Funded Account with the amount of any Fees paid in advance by the ATF Party in respect of tests that could reasonably have been expected to be undertaken by an Examiner in that Testing Period; and
- 10.7.4 offer to make an Examiner available for an alternative Testing Period to carry out Testing at the ATF Site for a Testing Period not more than 3 working days after the day of the Testing Period for which no Examiner was provided.
- 10.8 If the ATF Party accepts a reservation for a replacement Examiner offered under clause 10.7.4, there will be a Confirmed Reservation in respect of that Examiner for the Testing Period in question and all the provisions of this Contract relating to Confirmed Reservations including this clause and clause 11 will then apply to that Reservation.
- 10.9 For the avoidance of doubt, the provisions of this clause will not apply where clause 13 (Force Majeure) applies but, without prejudice to clause 13.4, VOSA will use reasonable endeavours, where an Examiner is unable to attend or complete a Confirmed Reservation by reason of Force Majeure, to offer a reservation for an alternative Testing Period as soon as reasonably practicable thereafter.

11. **PAYMENTS**

- 11.1 The ATF Party will open and maintain for each ATF Site a pre-funded account with VOSA (the "Pre-Funded Account") that will be used to make payment to VOSA in relation to tests to be undertaken at that ATF Site.
- 11.2 Subject to clause 11.5, VOSA will be entitled to deduct a Reservation Fee for each Testing Period at the ATF Site for which there is a Confirmed Reservation from the Pre-Funded Account seven days or less before the relevant Testing Day.
- 11.3 In the event that the Pre-Funded Account contains insufficient cleared funds, where VOSA have attempted to deduct funds payable pursuant to clause 11.2, VOSA will notify the ATF Party of the need to transfer additional funds to the Pre-Funded Account.
- 11.4 Where VOSA has served notice under clause 11.3, VOSA reserves the right to cancel the Confirmed Reservation by notice where the Pre-Funded Account still contains insufficient cleared funds by the end of the third day following the service of the notice under clause 11.3.
- 11.5 Where a Confirmed Reservation is made less than 7 days before the relevant Testing Day, the Reservation Fee for the relevant Testing Period will be deducted from the Pre-Funded

Account at the time the Confirmed Reservation is made. VOSA reserves the right to cancel any such Confirmed Reservation forthwith by notice if insufficient cleared funds are available in the Pre-Funded Account when VOSA attempts to deduct them.

- 11.6 VOSA will apply the amount of the Reservation Fee deducted pursuant to clause 11.2 or 11.5 towards discharging the liability of the ATF Party or any other person in respect of Fees for Testing carried out during the relevant Testing Period at that site.
- 11.7 If the amount of the Reservation Fee is less than the total amount of Fees for which the ATF Party or any other person is liable in respect of Testing carried out during the relevant Testing Period, VOSA will be entitled to deduct and retain the amount of any outstanding balance owing to it in respect of such Fees from any balance remaining in the Pre-Funded Account at the end of the relevant Testing Day at that site.
- 11.8 If the amount of the Reservation Fee exceeds the aggregate amount of Fees for which the ATF Party or any other person is liable in respect of Testing carried out during a Testing Period at that site, VOSA will be entitled to retain the excess amount and to charge the VAT on that excess amount.
- 11.9 If the Pre-Funded Account contains insufficient cleared funds to enable VOSA to deduct any excess amount in accordance with clause 11.8 or any outstanding balance owed in respect of Fees in accordance with clause 11.7, VOSA may give notice to the ATF Party of the need to transfer additional funds to the account.
- 11.10 If the ATF Party has not transferred additional funds to the Pre-Funded Account as required under clause 11.9 by the end of the second working day after service of a notice under clause 11.9, VOSA may, without prejudice to any other rights or remedies available to it, whether under this Contract or otherwise, serve notice cancelling all or any Confirmed Reservations of the ATF Party until such outstanding sums are received by it in cleared funds.

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 VOSA has determined that all or part of the re-examination Fee shall be refunded, VOSA shall credit the amount to the ATF Party's Pre-Funded Account but may instead refund that amount directly to the person who paid the Fee where that person was not the ATF Party.

- 12.2 Where an amount is credited to the ATF Party's Pre-Funded Account under clause 12.1, the ATF Party shall refund the same amount to any Third Party which has previously paid an equivalent sum to the ATF Party for it to arrange for the presentation of the vehicle for re-examination on appeal. If no such sum has been paid in advance, the ATF Party will discharge any liability owing to it by the Third Party in respect thereof. The ATF Party will also, in such a case, refund the whole of any applicable Pit Fee paid for such re-examination, or a proportionate part thereof if only a part of the re-examination Fee has been refunded by VOSA or, where no Pit Fee has been paid in advance, will discharge any liability of the Third Party for that Pit Fee or part thereof, as the case may be.
- 12.3 VOSA will credit the Pre-Funded Account with the amount of any Pit Fee or part thereof which the ATF Party has refunded under clause 12.2 subject to the ATF Party providing satisfactory evidence of such refund having been made.

13. **FORCE MAJEURE**

- 13.1 If either Party is or could reasonably be expected to be materially hindered, prevented or delayed from performing any of its obligations under the Contract by reason of Force Majeure such obligations will be suspended (to the extent affected) for a period equal to the duration of Force Majeure or otherwise as agreed between the Parties. However, if such Force Majeure prevents the Affected Party from performing its material obligations under the Contract for a period in excess of 90 consecutive calendar days, (which in the case of an obligation in relation to an ATF Site means performance in relation to all ATF Sites under the Contract), either Party will have the right to terminate the Contract with immediate effect by giving notice to the other Party.
- 13.2 The provisions contained in clause 13.1 will not apply where the Affected Party's hindrance in performing, or inability to perform, its obligations during a Force Majeure under the Contract could have been reasonably avoided or mitigated by the maintenance of business continuity and disaster recovery plans and the implementation of such plans.
- 13.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 13.1, it will immediately notify the other Party by the most expeditious method then available and will inform the other of the period for which it is estimated that such failure or delay will continue.
- 13.4 The Affected Party will use all reasonable endeavours to minimise the effects of Force Majeure.
- 13.5 The Affected Party will as soon as reasonably practicable following the cessation of Force Majeure notify the other Party in writing of that cessation and will immediately resume full

performance of its obligations under the Contract except where otherwise agreed between the Parties pursuant to clause 13.1.

13.6 Except to the extent expressly stated in this Contract neither Party will be released from any of its obligations under the Contract as a result of Force Majeure.

14. **SUSPENSION OF AUTHORISATION AND OF VOSA TESTING**

14.1 Without prejudice to any of its rights under clause 15 (Termination), VOSA may suspend Authorisation of any ATF Site in accordance with the provisions of this clause by giving notice to the ATF Party specifying the nature of the fault and requiring the fault to be remedied within 2 months of the date of the notice or as otherwise specified by VOSA.

14.2 Authorisation may be suspended where:

14.2.1 in VOSA's reasonable opinion, the ATF Party has materially breached or is in material breach of any of its obligations under clauses 6.2 and 6.3 in relation to that ATF Site; or

14.2.2 the ATF Party charges a Third Party a Pit Fee in relation to that site which exceeds the Pit Fee Cap.

14.3 For the duration of any suspension of Authorisation, VOSA will not provide Examiners to the suspended ATF Site, any Confirmed Reservations for that site during that period will be deemed cancelled by the ATF Party, and VOSA shall not be required to accept any Applications to reserve an Examiner at that site.

14.4 The ATF Party will have the right to appeal the suspension of Authorisation by way of the dispute resolution process outlined in clause 18 but that appeal will not delay the suspension or the time required for remedial work to be completed pursuant to clause 14.1 and shall not prejudice the operation of clause 14.3 pending the resolution of that appeal.

14.5 Subject to any successful appeal under clause 14.4, a suspension imposed under this clause will remain in force until VOSA gives notice to the ATF Party that it has been lifted. Where VOSA is notified by the ATF Party that the fault has been remedied VOSA will verify within 5 working days of the notification whether the fault has been remedied and as soon as VOSA is satisfied, acting reasonably, that the fault has been remedied will give notice that the suspension has been lifted. Where the fault concerns the ATF Party charging a Third Party a Pit Fee in excess of the Pit Fee Cap, the fault shall be treated as having been remedied when VOSA has been provided with evidence on which it may reasonably be satisfied that the excess charge has been refunded to the Third Party.

15. WITHDRAWAL OF AUTHORISATION AND TERMINATION

Withdrawal of Authorisation

15.1 VOSA will have the right to withdraw authorisation of an ATF Site with immediate effect by notice where:

15.1.1 the ATF Party fails to remedy the faults detailed in a notice of suspension of Authorisation within the required time frame pursuant to clause 14.1.

15.1.2 on three or more occasions in any twelve month period VOSA has served a notice on the ATF Party in respect of the Pre-Funded Account for that ATF Site under one or other of clauses 11.3 or 11.9.

Effect of Withdrawal of Authorisation

15.2 Upon the withdrawal of Authorisation of an ATF Site under clause 15.1, where that occurs without termination of the Contract under clause 15.3, or under clause 15.5.2, the following provisions of this clause 15.2 shall have effect:

15.2.1 VOSA will, having deducted any amount due to VOSA in relation to the ATF Site which has lost its authorisation whether pursuant to the Contract or on account of unpaid Fees, as soon as reasonably practicable and in any event within 5 working days, return by way of electronic transfer to an account nominated by the ATF Party, the total amount remaining in the ATF Party's Pre-Funded Account for that ATF Site.

15.2.2 the ATF Party will immediately cease to display the ATF logo at that ATF Site and cease use of the ATF logo in relation to that site.

15.2.3 all outstanding Confirmed Reservations will be deemed cancelled for that ATF Site.

15.2.4 where there were Confirmed Reservations timed to take place not more than 7 days after the date on which the withdrawal of authorisation takes effect, the Reservation Fee in respect of those Confirmed Reservations will remain payable and any sums which have already been deducted by VOSA pursuant to clause 11 in connection with such Confirmed Reservations will not be refundable. VOSA 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 VOSA, the ATF Party will remain liable for any Fees owing in respect thereof save to the extent that liability has been discharged by the payment of a Reservation Fee.

15.2.5 the ATF Party will assist and co-operate with VOSA and other Authorised Testing Facilities and Third Parties where appropriate to ensure the orderly and convenient

transition and completion of any previously Confirmed Reservations in all respects, including where advance payment has been made by a Third Party to the ATF Party, without inconvenience or additional cost to the Third Party.

15.2.6 the ATF Party will immediately return to VOSA or permit VOSA to access the ATF Site to retrieve:

15.2.6.1 all Confidential Information, Personal Information and Intellectual Property materials in the ATF Party's possession in relation to performance of the Contract at that ATF Site which were obtained in the course of the Contract;

15.2.6.2 all property belonging to VOSA and stored at the ATF Sites or loaned to the ATF Party in connection with the performance of the Contract.

15.2.7 upon request the ATF Party will provide all information concerning the provision of Statutory Testing and Related Activities at that ATF Site which may reasonably be requested by VOSA for the purposes of adequately understanding the manner in which Statutory Testing and Related Activities have been provided.

Termination

15.3 The withdrawal of authorisation of an ATF Site under clause 15.1 where that site was the only ATF Site authorised under the Contract, shall operate to terminate the Contract with immediate effect.

15.4 VOSA will have the right to terminate the Contract with immediate effect by notice where the ATF Party:

15.4.1 commits a Default, other than the types specified in clause 14.2, and has not remedied that Default to the satisfaction of VOSA within 30 days, or such other period as may be specified by VOSA, 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 22.6;

15.4.3 commits a Default which is ongoing and which in the reasonable opinion of VOSA 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 VOSA.

15.5 Unless otherwise specified in this Contract, the ATF Party will have the right:

- 15.5.1 to terminate the Contract with immediate effect by notice where during any rolling year period VOSA has failed to provide an Examiner at all for five percent or more of Testing Periods for which a Confirmed Reservation was in force;
- 15.5.2 in respect of an ATF Site for which, during any rolling year period, VOSA has failed to provide an Examiner at all for five percent or more of Testing Periods for which a Confirmed Reservation was in force at that site, to notify VOSA that the ATF Site should cease to be authorised and on receipt of that notice:
 - 15.5.2.1 VOSA 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 VOSA will have the right to terminate the Contract with immediate effect by written notice where the ATF Party is a company and in respect of that company:
 - 15.6.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 15.6.2 a resolution for its winding-up is passed (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 VOSA will have the right to terminate the Contract with immediate effect by written notice where the ATF Party is an individual or partnership and where:

- 15.7.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the ATF Party's creditors;
- 15.7.2 a petition is presented and not dismissed within 14 days or order made for the ATF Party's bankruptcy;
- 15.7.3 a receiver, or similar officer is appointed over the whole or any part of the ATF Party's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- 15.7.4 the ATF Party is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- 15.7.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the ATF Party's assets and such attachment or process is not discharged within 14 days;
- 15.7.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- 15.7.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

Effect of Termination

- 15.8 Upon termination VOSA will, having deducted any amount due to VOSA pursuant to the Contract or on account of unpaid Fees, as soon as reasonably practicable and in any event within 5 working days, return by way of electronic transfer to an account nominated by the ATF Party, the total amount remaining in the ATF Party's Pre-Funded Account.
- 15.9 Subject to clause 15.10, upon termination, all outstanding Confirmed Reservations will be deemed cancelled.
- 15.10 Where VOSA has terminated the Contract, other than by expiry on notice under clause 4.1.1, and where there are Confirmed Reservations for Testing Periods timed to take place not more than 7 days after the date on which termination takes effect, the Reservation Fee in respect of those Confirmed Reservations will remain payable and any sums which have already been deducted by VOSA pursuant to clause 11 in connection with such Confirmed Reservations will not be refundable. VOSA 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 VOSA, the ATF Party will remain liable for any Fees owing in respect thereof save to the extent that liability has been discharged by the payment of a Reservation Fee.

15.11 Upon termination, the ATF Party will:

15.11.1 immediately return to VOSA or permit VOSA to access the ATF Sites to retrieve:

15.11.1.1 all Confidential Information, Personal Information and Intellectual Property materials in its possession which were obtained in the course of the Contract; and

15.11.1.2 all property belonging to VOSA and stored at the ATF Sites or loaned to the ATF Party in connection with the performance of the Contract.

15.11.2 immediately cease to display the ATF logo and the use of the ATF logo;

15.11.3 assist and co-operate with VOSA and other Authorised Testing Facilities and Third Parties where appropriate to ensure the orderly and convenient transition and completion of any previously Confirmed Reservations in all respects, including, where advance payment has been made by a Third Party to the ATF Party, without inconvenience or additional cost to the Third Party; and

15.11.4 upon request provide all information concerning the provision of Statutory Testing and Related Activities at that ATF Site which may reasonably be requested by VOSA for the purposes of adequately understanding the manner in which Statutory Testing and Related Activities have been provided.

15.12 Save as otherwise expressly provided in this Contract:

15.12.1 termination of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination and nothing in this Contract shall prejudice any amount outstanding at such termination; and

15.12.2 termination of this Contract shall not affect the continuation of any rights, remedies or obligations of either Party under this clause or clauses 7 (Third Party Access, Pit Fees and Intellectual Property Rights), 11 (Payment), 12 (Payments in relation to re-examinations and appeals), 17 (Confidentiality and Data Protection), 19 (Third Party Rights), 20 (Assignment), and 22 (Miscellaneous) which are expressed to have or are capable of having effect after termination.

16. **LIABILITY AND INDEMNITY AND INSURANCE**

16.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence.

16.2 The ATF Party will indemnify and keep VOSA indemnified against any and all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of or in consequence of any Default on the part of the ATF Party including in respect of its performance, purported performance or non-performance of any of its obligations under

this Contract, including in respect of any death or personal injury, or loss of or damage to property, save to the extent that any act or neglect of VOSA (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, VOSA shall have no liability for any loss howsoever arising from:

16.3.1 the circumstances set out in clause 10.3, other than as provided in that clause;

16.3.2 the circumstances set out in clause 10.4, other than as provided in that clause;

16.3.3 the circumstances set out in clause 10.7, other than as provided in that clause.

16.4 Subject always to clause 16.1, and without prejudice to clauses 16.2 and 16.3, for no Default will either Party be liable to the other for:

16.4.1 loss of profits, business, revenue or goodwill; and/or

16.4.2 indirect or consequential loss or damage, including any loss arising out of the unavailability or restriction on use of any vehicle.

16.5 The ATF Party will hold employer's liability insurance in respect of its staff in accordance with any legal requirement from time to time in force.

16.6 The ATF Party will effect and maintain with a reputable insurance company a policy or policies of insurance with a suitable excess providing an adequate level of cover in respect of all risks which may be incurred by the ATF Party arising out of the performance, purported performance or non-performance by the ATF Party of its obligations under this Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract and a minimum of 6 (six) years following the termination of the Contract.

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

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

17. CONFIDENTIALITY AND DATA PROTECTION

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 will:

17.1.1 treat the other Party's Confidential Information and Third Party Confidential Information as confidential and safeguard it accordingly;

17.1.2 not disclose, communicate or publish the other Party's Confidential Information or any Third Party's Confidential Information to anyone without the express consent of the owner of that information, 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 1998 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 VOSA 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 Confidential Information, disclosure is by the ATF Party or VOSA to the other in connection with the performance of the Contract or is information on test pass statistics provided by VOSA to manufacturers in relation to particular dealerships or maintainers.

17.3 VOSA may disclose any Confidential Information 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 VOSA 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 Confidential Information is disclosed pursuant to this clause is made aware of these obligations of confidentiality.

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 will have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written consent of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 19.2 A Third Party provided with access to the ATF Site for the purposes of Statutory Testing or Related Activities shall be entitled to enforce any of the provisions of this Contract which confer a benefit on him against the ATF Party.
- 19.3 Notwithstanding clause 19.2, VOSA and the ATF Party may by agreement vary or rescind any or all of the provisions of this Contract without obtaining the consent of any Third Party and, for the avoidance of doubt, clause 19.2 shall also in no way prejudice the rights or obligations of VOSA or the ATF Party under clauses 14 (Suspension of Authorisation), 15 (Termination), 18 (Dispute Resolution), or 20 (Assignment and Sub-contracting) and no Third Party shall be able to enforce any provision of those clauses.

20 **ASSIGNMENT AND SUB-CONTRACTING**

- 20.1 The ATF Party may not sub-contract any of its obligations or assign any of its rights under this Contract without VOSA's consent, such consent not to be unreasonably withheld or delayed.
- 20.2 VOSA may, without the consent of the ATF Party, assign all or any part of its rights under the Contract to any public authority, but otherwise shall not be entitled to assign or transfer the benefit of the Contract and/or any obligations hereunder to any party without the ATF Party's consent, not to be unreasonably withheld or delayed.

20.3 Nothing in clause 20.2 shall restrict VOSA's entitlement to sub-contract the performance of its obligations under this Contract.

21. **NOTICES**

21.1 Save as otherwise provided, all notices, reports, approvals, consents and other communications will be in writing and will be served by letter (sent by hand, first class post, recorded delivery or special delivery) by facsimile transmission or by electronic mail on the representative of the other Party referred to in clause 5.

21.2 Any notice or other communication sent to VOSA will be sent to the VOSA address specified in Schedule 2 or such address as may be publicised by VOSA from time to time on the Business Link website (www.businesslink.gov.uk) or such other publicly available website or medium as VOSA from time to time considers appropriate.

21.3 Any notice or other communication sent to the ATF Party will be sent to the ATF Site address as specified in Schedule 2.

21.4 Provided the relevant communication is not returned as undelivered, the notice or communication will be deemed to have been served:

21.4.1 in the case of a notice left at the address of the addressee, upon delivery at that address;

21.4.2 in the case of a posted letter, on the third day after posting; and

21.4.3 in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and

21.4.4 immediately upon sending in the case of an electronic mail;

or sooner where the other Party acknowledges receipt of such letters, facsimile transmissions, or electronic mail.

22. **MISCELLANEOUS**

22.1 This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. It supersedes all prior negotiations between the Parties and the ATF Party acknowledges that it has not entered into the Contract in reliance on any representations or warranties other than those expressly provided for within the Contract.

- 22.2 If a particular provision in the Contract is held to be invalid or illegal or unenforceable, then that particular provision is severed and the remainder of the provision and the Contract remains in full force.
- 22.3 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.
- 22.4 Except where expressly specified otherwise, no variation of the Contract (or any document referred to in it) will be effective unless it is in writing signed by or on behalf of each of the parties. The expression "variation" includes supplement, deletion or replacement, however effected.
- 22.5 The Contract is not intended to or will not operate to create a partnership or joint venture of any kind between VOSA and the ATF Party, or to authorise any party to act as agent for the other.
- 22.6 The ATF Party warrants that in entering into this Contract it has not committed any of the Prohibited Acts and undertakes not to do any of the Prohibited Acts or to conspire with any other persons to do any of the Prohibited Acts.
- 22.7 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.
- 22.8 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.
- 22.9 This Contract has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **THE SECRETARY OF STATE FOR TRANSPORT** acting
through the **Vehicle and Operator Services Agency**

By:.....
(Print name) (Authorised signatory)

Signature:.....

Signed for and on behalf of **THE ATF PARTY**

By:.....
(Print name) (Authorised signatory)

Signature:.....

Schedule 1: ATF Requirements

1. Introduction

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

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

2. Categories of authorisation

The ATF Site is authorised for Testing to be carried out on the categories of Vehicle specified in Schedule 2 and subject to any restrictions applicable to any of those vehicles.

Examiners will not test vehicles in categories not specified in Schedule 2 and the vehicle will need to be presented to an alternative test facility which can accommodate it.

Restrictions on type of test

Restrictions on the types of Testing that may be carried out on vehicles are listed in Schedule 2.

3. Facilities Requirements

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

3.1. Vehicular Access and Movements

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

3.2. Building

A permanent weatherproof building is required for certain aspects of the testing process.

The Test Area must have a substantially level and flat floor; this is defined as a gradient not more than 5% and be capable of supporting the weight of vehicles under test.

Floors must have adequate surface water drainage to ensure that water does not lie in the testing area and must have a low slip potential even when wet.

3.3. Doors and headroom

Doors should be of a sufficient size and there should be adequate headroom to permit safe entrance and exit from the building for the type and size of vehicles to be tested. The height of doorways must be clearly identified.

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

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

3.4. Ventilation

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

3.5. Lighting

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

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

3.6. Communication system

An effective microphone and communication system must be provided for under vehicle examination and the roller brake test that allows the examiner to issue instructions to the driver of the vehicle under test. Note: It is possible to integrate the microphone for the under vehicle inspection into the inspection lamp and it can be 'hands free'.

3.7. Office accommodation

During the hours of testing a dedicated office area must be available to VOSA; the office must be clean, provide adequate storage and provide staff with reasonable thermal comfort. For normal testing with one Examiner on

site, the following office equipment must be provided: chair, desk and telephone. The recommended minimum working area per member of VOSA staff is 3.7 m².

For documents that need to be kept securely at the site overnight, access to a safe with a cash rating of £10,000 conforming to EuroGrade 1 standard must be available for the storage by VOSA of a secure document container. The safe must be security bolted to either wall or floor.

4. Equipment Requirements

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

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

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

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

* Only required if trailers tested have steered axles

Operating instructions for all test equipment must be written in English and be made available on request to VOSA.

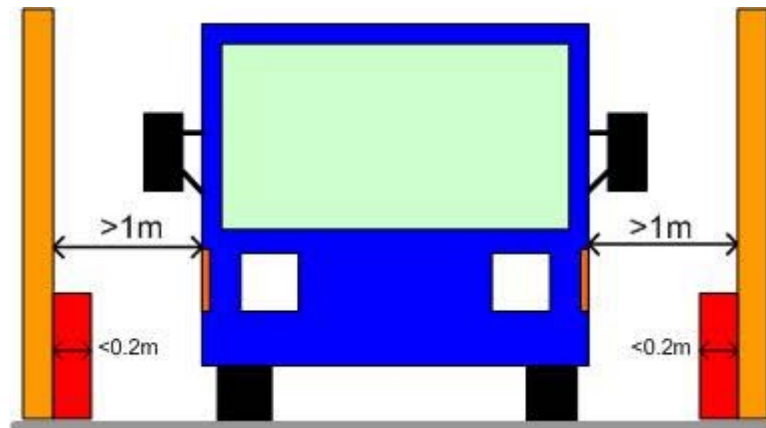
5. Vehicle testing areas

Layouts will be considered on their merits.

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

All testing areas must be at least 2m wider than the vehicles to be tested, to ensure that there is at least 1m free space on either side of the vehicle when the vehicle is being inspected, minor intrusions are permitted (defined as 0.2m depth by 0.2m width maximum).

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



5.1. Interior/Exterior Inspection and Size assessment area

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

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

5.2. Exhaust Emissions Testing

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

5.3. Lighting and Reflectors Testing

5.3.1. Side reflector and rear marker inspection aids

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

5.3.2. Headlamp Aim Testing

Calibrated Headlamp Aim Tester

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

appropriately modified aiming screen. Advice on this equipment can be gained from the GEA.

Garage Equipment Association
2/3 Church Walk
Daventry
NORTHANTS NN1 4BL
www.gea.co.uk
Tel: 01327 312616
Fax: 01327 312606

The Headlamp aim tester must have rails mounted and certified as parallel to within ± 2 mm of the standing area plane.

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

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

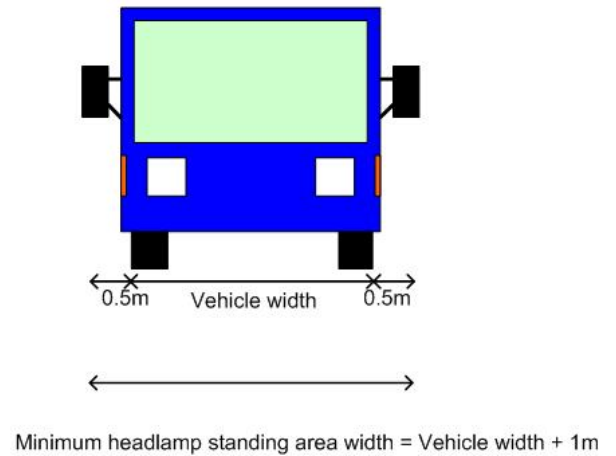
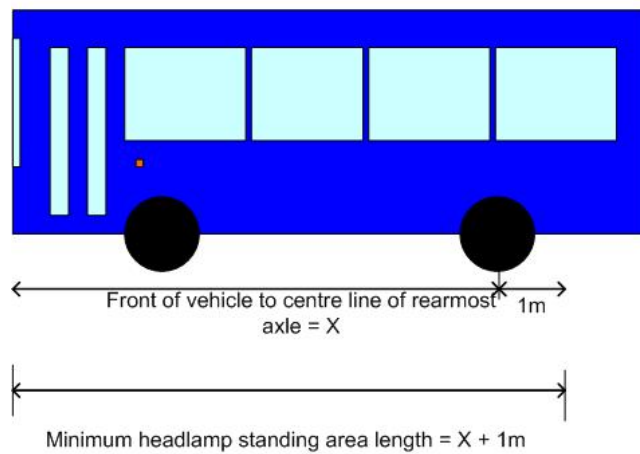
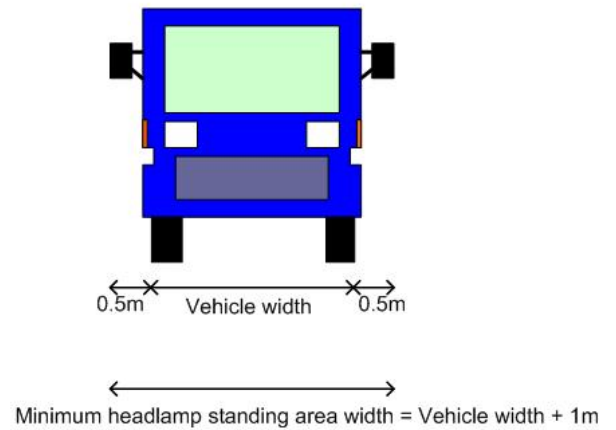
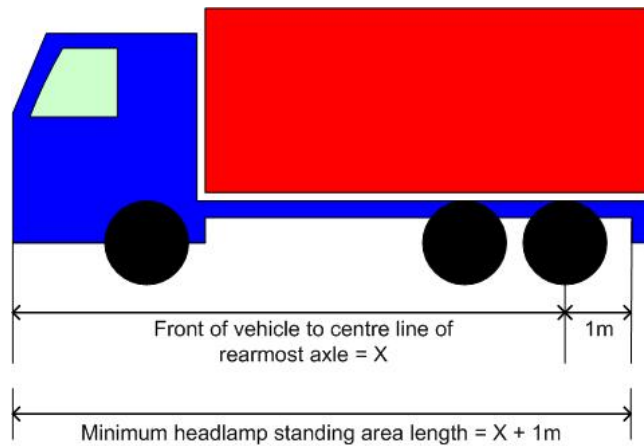
There must be at least 1.0m clearance (0.5m for 2005 specification equipment) at the rear of the headlamp aim tester optical head. Floor mounted equipment such as brake testers must not be installed in this area.

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

5.3.3. Designated Headlamp Aim Testing Standing Area

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

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



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

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

5.4. Under Vehicle Inspection Requirements

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

5.4.1. Inspection Pit

Lighting

The pit must have adequate lighting.

Access and Exits

This under vehicle examination stage shall be contained within premises that are permanent, weatherproof buildings with concrete/mezzanine floor,

adequate lighting and complying with all Health and Safety requirements (www.hse.gov.uk). An inspection pit or a suitable platform hoist with automatic/manual wheel chock arrangements is required for this stage.

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

Tunnels must be greater than 1.4m high and 0.75m wide.

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

Length

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

The effective working length of the pit is maximum length minus any the length of any area that inspection cannot be carried out in such as steps and cross pit RBT.

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

Width

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

Depth

The pit depth must be between 1.4m and 1.8m over the effective working length of the pit. Staging may be used to satisfy this requirement.

In order to test low floor vehicles the pit depth must be at least 1.6m. A central channel no less than 0.6m wide in the pit floor may be used to satisfy this requirement.

Dependent on pit depth and types of vehicle to be tested on site VOSA may require an additional movable platform or steps to allow the inspector to examine areas high up in the chassis of the vehicle.

5.4.2. Platform Hoist

The platform hoist must have the lifting capacity for the types and sizes of vehicles intended to be tested.

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

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

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

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

5.5. Jack

In all cases a power operated jack with a lifting capacity that is dependent on the maximum plated weight of steered axles of vehicles intended to be tested is required. If testing is less than 250hrs p/a the jack need not be power operated. Premises where only trailers with non-steered axles are to be tested do not require a jack.

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

The jack must lift both wheels of an axle simultaneously.

The jack must be able to lift vehicles fitted with independent suspension.

5.6. Wheel Play detector plates

A pair of power operated wheel play detector plates, of a type acceptable to VOSA must be installed on either side of the pit/hoist in the operational area of the jack, flush with the floor/platform.

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

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

5.7. Brake Testing

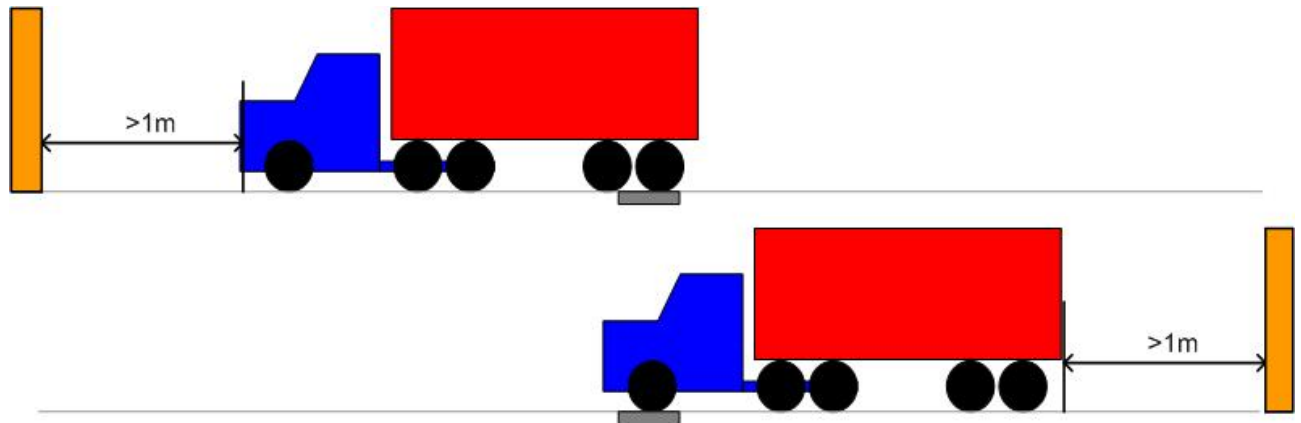
5.7.1. Brake testing area

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

5.7.2. Roller Brake Tester and console

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

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



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

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

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

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

The brake tester console shall be mounted in a suitable position, protected from the weather and excessive exhaust fumes and whilst all RBT installations to date have been console operated, alternative control systems may be acceptable in the future and will be judged on their merits.

5.7.3. Load Simulation

A means of loading vehicles to ensure a meaningful brake test can be carried out must be provided. The ATF Party must agree to take full responsibility for the loading of vehicles; if load simulation is integrated into the RBT the ATF must provide suitably competent staff to operate equipment.

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

5.7.4. Exhaust Emission Test

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

A diesel smoke test meter of a type on VOSA's latest list of acceptable equipment shall be provided. For HGV motor vehicle testing, "Steps" may be required.

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

6. Previously authorised premises

The following provisions will apply for new applicants or applicants of existing sites moving into previously premises previously authorised for Testing purposes by VOSA and using an existing test bay that has been used continuously within the last 12 months.

The test bay and equipment layout of new applicants moving into previously authorised premises will be considered suitable if they meet the conditions of appointment that were current when the site was last accepted.

In addition, any updates that have occurred within the last 12 months will have to be complied with i.e. test equipment, tools etc. Advice should be sought from VOSA at initial inspection.

Test equipment requirements will be considered met if the equipment last used for statutory testing is retained, provided that it is still in full working order. However, any changes to required equipment that would have been necessary had the premises been in continuous testing must also be complied with.

7. Maintenance and Calibration

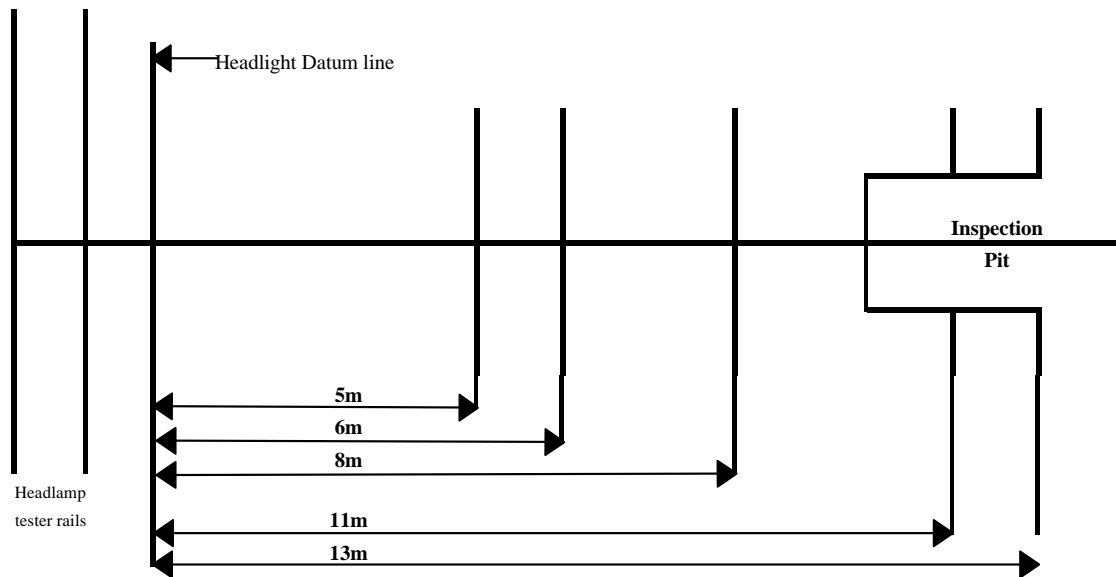
The operator of the ATF shall maintain, in an efficient state and in a good and safe working order, the equipment and facilities in accordance with VOSA quality systems.

FLOOR MARKING

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

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

In order to apply a common testing standard it is important for the vehicle headlamps to be the correct distance from the headlamp beam tester lens. To achieve this, a datum line needs to be marked on the floor as per the diagram below. The datum line will vary depending upon the type of headlight aim equipment used. Each type of headlight aim equipment will specify the optimum distance from the vehicle headlamp to the beamsetter lens. VOSA recommends that a line is painted on the floor to indicate this distance (or if the optimum distance is given as a tolerance, the mid point between the minimum and maximum distance stated).



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

Schedule 2: Site information

Contract Number	
VOSA Contact details	
VOSA Contract Manager	
Address	
Full postcode	
Telephone number	
Fax number	
E-mail	
ATF site details	
Name of ATF Party	
Site code	
Site name	
Name of ATF Representative (and contact details if different to those for the ATF Site)	
Address of ATF Site	
Full postcode	
Telephone number	
Fax number	
E-mail	
Is the site a Third Party Access site? (yes or no to be completed opposite)	
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)	
ATF Category	
Specified categories of vehicles that may be tested (separate sheet may be attached if necessary but should be signed and dated on behalf of both parties)	
Restrictions (if any) on types of test that may be carried out including, if applicable by reference to categories of vehicle (separate sheet may be attached if necessary but should be signed and dated on behalf of both parties)	Tests may not currently be carried out under the Motor Cycles Etc. (Single Vehicle Approval) Regulations 2003 and the Road Vehicles (Approval) Regulations 2009
Access restrictions (e.g. getting there)	
Site restrictions (e.g. height of building)	
Details of Testing Area	See attached description including any attached map or plan ¹

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