

# GOVERNMENT PROCUREMENT SERVICE – VEHICLE FLEET PORTAL

## TERMS OF USE

### 1. DEFINITIONS

In this agreement the following definitions shall have the following meanings

“**Authority**” means the contracting authority identified in the attestation clause below;

“**Government Procurement Service**” means Government Procurement Service a separate trading fund of the Cabinet Office without separate legal personality, whose office is at Royal Liver Building, Pier Head, Liverpool L3 1PE;

“**CAP**” means CAP Motor Research Limited company number 1007022.

“**CAP Data**” means the vehicle information displayed by the Website;

“**Content**” means the information contained in the Website including the CAP Data and data supplied by Framework suppliers;

“**Framework**” means the vehicle lease and vehicle purchase framework(s) where Government Procurement Service issued an OJEU contract notice and concluded a framework agreement with suppliers;

“**Term**” has the meaning in clause 9.1 below;

“**User**” means an employee or agent of the Authority who has been granted access to the Website by the Authority; and

“**Website**” means the site incorporating the Content hosted at: <https://vehicleleasing.buyingsolutions.gov.uk/>

### 2. BACKGROUND

Government Procurement Service operates the Website. The Website is made available by Government Procurement Service for use by UK public sector bodies for the purposes of obtaining vehicle fleet purchasing and leasing quotations from suppliers appointed to the Framework. The Website contains third party intellectual property including data licensed by CAP to Government Procurement Service. In consideration of Government Procurement Service granting the Authority permission to use to the Website the Authority agrees to comply with these Terms of Use.

### 3. AUTHORITY OBLIGATIONS

3.1 The Authority agrees that it shall:

3.1.1 notify Government Procurement Service if it requires an employee to become a User from time to time;

3.1.2 only request access to the Website for those employees or agents who are responsible for making vehicle leasing decisions on behalf of the Authority;

3.1.3 for each User the Authority shall provide Government Procurement Service with the User's details as set out in the application process

3.1.4 ensure that Users are aware of and comply with these Terms of Use;

3.1.5 ensure that Users do not disclose their Website personal login or password details to other Users, employees, agents or third parties;

3.1.6 promptly notify Government Procurement Service if any User leaves the employment of the Authority, is suspected of breaching these Terms of Use or no-longer requires access to the Website; and

3.1.7 not allow any User or employee to misuse the Website by knowingly introducing material which is malicious or technologically harmful or by attempting to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

3.2 The Authority shall contact Government Procurement Service [fleet@buyingsolutions.gsi.gov.uk](mailto:fleet@buyingsolutions.gsi.gov.uk) by email or 0151 6722156 (by telephone) in relation to all User administration issues and queries.

### 4. GOVERNMENT PROCUREMENT SERVICE OBLIGATIONS

Government Procurement Service agrees that it shall:

4.1 process the Authority's requests for User access;

4.2 provide Users with login and password details;

4.3 manage User login's and passwords; and

4.4 make the Website available to Users during normal working hours subject to any planned downtime during the Term of this agreement.

### 5. RIGHTS AND RESERVATIONS

5.1 Government Procurement Service may monitor and record all User activity while logged into the Website.

5.2 Government Procurement Service may at any time (in its sole discretion) suspend or terminate an individual User's access to the Website for any reason including (without limit) where Government Procurement Service has cause to believe that the Website is being used improperly or otherwise contrary to these Terms of Use.

5.3 Government Procurement Service may refuse to grant an Authority employee access to the Website or limit the total number of Users.

5.4 The Authority is responsible for making all arrangements to enable Users to connect to the Website.

### 6. LICENCE TERMS

6.1 Government Procurement Service grants the Authority a non-exclusive, personal, revocable licence to use the Website for the normal activities of the Authority only. The Authority shall not (and shall ensure that its employees and agents do not):

6.1.1 mass extract or re-utilise information from the Website (including the CAP Data);

6.1.2 sublicense or allow any third party or agent to access the Website or extract information from the Website (including the CAP Data); and

6.1.3 supply or resell the Content (including for the avoidance of doubt the CAP Data).

6.2 The licence granted in clause 6.1 above shall include the right for the Authority to:

6.2.1 reproduce or store a copy in print or email ] format of the result of an enquiry submitted to the Website;

6.2.2 share the results of an enquiry submitted to the Website with other employees of the Authority who require access to Content in connection with the use permitted by these Terms of Use.

6.3 The Authority shall (and ensure its Users shall) use the Website solely for the purposes obtaining quotations for vehicle purchase or vehicle lease in connection with concluding contracts with suppliers appointed to the Framework. The Authority agrees that it shall not (and ensure that its Users and employees shall not) use the Website for benchmarking vehicle lease or vehicle purchase prices, in contemplation of concluding contracts with a supplier(s) not appointed to the Framework, for personal use or for profit making commercial ventures.

6.4 Cap Data is protected by copyright and database right. All rights are reserved to CAP.

### 7. CONFIDENTIALITY

7.1 The Authority acknowledges that the Content includes confidential information including (but not limited to) sensitive pricing information and agrees that it shall keep (and shall ensure that the Users and the Authority's employees and agents) keep such Content confidential. The Authority shall only allow only those employees who require access to Content in connection with the use permitted by these Terms of Use to view the Content and

shall ensure that such recipients are fully aware of the confidentiality of the Content.

7.2 Clause 7.1 shall not apply to any Content which was lawfully known to the Authority or its Users prior to disclosure via the Website or to information which is in the public domain through no fault of the Authority or its Users.

## **8. LIABILITY**

8.1 The Authority agrees to indemnify Government Procurement Service on demand against any losses, claims, costs, liabilities, expenses incurred by, awarded against or agreed to be paid by Government Procurement Service arising from or in connection with the unauthorised use or disclosure of the CAP Data by the Authority (including by its Users).

8.2 A significant element of the Content is provided by third parties. Government Procurement Service cannot therefore guarantee or warrant the accuracy of any such Content. The Content not intended to amount to advice or binding quotations on which reliance should be placed by the Authority. The Authority acknowledges this and releases Government Procurement Service from all liability and responsibility arising from any reliance placed on the Content by the Authority, or by anyone who may be informed of any the Content.

8.3 Government Procurement Service excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity in relation to the provision of the Website.

8.4 Save as set out in clause 8.1, to the extent permitted by law the parties hereby expressly exclude and release each other from:

8.4.1 any liability for any direct, indirect or consequential loss or damage incurred in connection with the use of the Website or in connection with the use, inability to use, or results of the use of the Website and any Content posted on it, including, without limitation any liability for:

8.4.1.1 loss of income or revenue;

8.4.1.2 loss of business;

8.4.1.3 loss of profits or contracts;

8.4.1.4 loss of anticipated savings;

8.4.1.5 loss of data;

8.4.1.6 loss of goodwill;

8.4.1.7 wasted management or office time;

8.4.1.8 for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

8.5 Nothing in this clause 8 shall affect either party's liability for death or personal injury arising in negligence, nor any liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **9. TERM AND TERMINATION**

9.1 This agreement shall continue in force from the date of acceptance until this agreement is terminated in accordance with its terms ("**Term**").

9.2 Government Procurement Service may terminate this agreement without liability to the Authority:

9.2.1 by giving the Authority two weeks notice in writing; and

9.2.2 immediately if it believes that these Terms of Use have been breached.

9.3 The Authority may terminate this agreement by giving two weeks notice to the Government Procurement Service in writing.

## **10. GENERAL**

10.1 Subject to clause 10.2 below, a person who is not Party to these Terms of Use has no right to enforce any term of these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

10.2 CAP may, with the Authority's prior written consent, enforce any of clause 8.1 as a third party beneficiary in accordance with the Contracts Rights of Third Parties Act 1999.

10.3 The English courts will have exclusive jurisdiction over any claim arising from, or related to these Terms of Use.

10.4 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**BY TICKING THE BOX** the Authority accepts these Terms of Use and agrees to enter into a legally binding agreement with Government Procurement Service upon the terms set out herein.