

SCHEDULE [XX]

Heavy Goods Vehicle Direct Vision Standard Schedule

[Internal Drafting Note (to be deleted prior to issue): please review and – if necessary – amend the terms in square brackets [] to ensure they are consistent with the terms used elsewhere in the [Contract]]. If any of the defined terms in section 1 below are already defined elsewhere in the [Contract] they should be deleted from section 1 of this schedule.]

1 Introduction

1. In this Schedule, the following terms shall have the corresponding meanings:

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| “Agreed DVS Plan” | means the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule; |
| [“Business Day” | means any day excluding Saturday, Sundays or public or bank holidays in England;] |
| [“Category N3 HGV” | means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;] |
| [“Direct Vision Standard” or “DVS” | means Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time, that measures how much direct vision a driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ; |
| “Initial DVS Plan” | means the initial plan set out at Appendix 1 which sets out and proposes how the [Service Provider] shall ensure that: <ul style="list-style-type: none">(a) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the contract achieve a minimum of a one (1) star Direct Vision Standard rating;(b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the [Services] achieve a minimum of three (3) star Direct Vision Standard rating; |

[“MAM” means the Maximum Authorised Mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road.]

2 DVS Plan

2.1 The [Service Provider] shall comply with the Initial DVS Plan from the [Contract Commencement Date]. Within fifteen (15) Business Days of the [Contract Commencement Date (or insert other more appropriate milestone if HGVs will not be used in the initial stages of the contract)] the [Contracting Authority] shall either;

2.1.1 confirm that the Initial DVS Plan is approved, in which case such plan shall become the Agreed DVS Plan; or

2.1.2 provide the [Service Provider] with any comments on and/or amendments to the Initial DVS Plan.

2.2 Within thirty (30) Business Days (for the purpose of paragraph 2.1.2) or 15 Business Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from the [Contracting Authority] in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the [Service Provider] shall:

2.2.1 develop the Initial DVS Plan to reflect such comments and/or amendments; and

2.2.2 submit an updated Initial DVS Plan to the [Contracting Authority] for approval.

2.3 Within fifteen (15) Business Days of receipt of the updated Initial DVS Plan, the [Contracting Authority] shall confirm that either the updated Initial DVS Plan:

2.3.1 is approved, in which case it shall become the Agreed DVS Plan; or

2.3.2 not approved and provide its further comments and/or amendments to the [Service Provider] and the [Service Provider] shall revise and re-submit the updated Initial DVS Plan for approval in accordance with paragraph 2.2.

The process set out in this paragraph 2.3 shall be repeated until the updated Initial DVS Plan is approved by the [Contracting Authority].

2.4 Where the [Contracting Authority], acting reasonably, has not approved the updated Initial DVS Plan, the [Service Provider] may refer that decision to the dispute resolution process set out in the [Contract].

2.5 Without limiting any other provision of this [Contract], the [Service Provider] shall, at no additional cost to the [Contracting Authority], and as part of the [Services]:

2.5.1 implement, observe and comply with the Agreed DVS Plan; and

2.5.2 review and amend the Agreed DVS Plan (as necessary) on each 12 month anniversary of the [Contract Commencement Date (or insert other more appropriate milestone if HGVs will not be used in the initial stages of the contract)] or earlier if requested by the [Contracting Authority], to reflect:

2.5.2.1 any changes to the nature of the [Services]; and

2.5.2.2 any comments and/or amendments made or proposed by the [Contracting Authority].

3 DVS Co-ordinator

3.1 The [Service Provider] shall nominate an [employee/member of the [Service Provider Personnel]] with the necessary experience, competency and authority to:

3.1.1 be responsible for implementation and compliance with the Agreed DVS Plan; and

3.1.2 act as the [Service Provider's] authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").

3.2 The [Service Provider] shall add the DVS Co-ordinator's details to the list of [Key Personnel] set out in Schedule [X].

4 Self Certification and Reporting

On each 12 month anniversary of the [Contract Commencement Date (or insert other more appropriate milestone if HGVs will not be used in the initial stages of the contract)], the [Service Provider] shall submit a report to the [Contracting Authority] which sets out the [Service Provider's] progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the [Service Provider] has complied with the Agreed DVS Plan.

[5 DVS Infractions

[Internal Drafting Note (to be deleted prior to issue): please review the Work Related Road Risk (WRRR) provisions to ensure that termination rights are included for failing to comply with this schedule. If these rights are included in the WRRR provisions, then this clause can be deleted.]

5.1 Without limiting the effect of any other provision of this [Agreement] relating to termination, if the [Service Provider] fails to comply with the terms of this Schedule:

5.1.1 the [Service Provider] shall be deemed to have committed a material breach of this [Agreement]; and

5.1.2 [TfL] may refuse the [Service Provider], its [employees, agents/[Service Provider Personnel]] and each Category N3 HGV entry onto any property that is owned, occupied or managed by or on behalf of [TfL] for any purpose (including but not limited to deliveries).

APPENDIX 1 TO SCHEDULE [XX]

[Note to bidders

Appendix 1 will be the Initial DVS Plan submitted as part of the tender submission and will be developed to form the Agreed DVS Plan.]