



## Transport Services Agreement

between

- (1) **Wincanton Holdings Limited**, company number 2155951  
with a registered office at Methuen Park, Chippenham, Wiltshire SN14 0WT (“Wincanton”);

and

- (2) [REDACTED], company number [REDACTED] with a registered office at [REDACTED] (“Supplier”)

From (Effective date): [REDACTED] for an initial period of [1] year and until terminated by either party with 1 month’s notice thereafter, (subject to clauses 10 and 11 herein).

Signed for and on behalf of the **Supplier**:

Name (printed):

Position:

Date

Signed for and on behalf of **Wincanton**

Name (printed)

Position

Date

Contract Reference:

## Transport Services Agreement

1. The term of this agreement (“the Agreement”) commences on the Effective Date and, subject to clause 10, remains in force until the Termination Date. The terms of this Agreement supersede and extinguish any other agreement, written or unwritten between the parties, unless agreed otherwise between the parties.
2. Any provision by the Supplier of transport services (“the Services”) to Wincanton is subject to this Agreement. Such provisions must be in accordance with best industry practice and using appropriately skilled, qualified and experienced personnel.
3. The Services will be performed in compliance with the Standard Operating Procedures appended as Schedule 1; any Service Level Agreement issued by Wincanton to the Supplier (which Wincanton may update from time to time); any specific requirements advised by Wincanton from time to time; and any Wincanton policies or procedures which are relevant to or affect the Services. Performance of the Services will be monitored against Key Performance Indicators appended as Schedule 2.
4. Wincanton reserve the right to refuse to admit or to release a shipment to the Supplier, the Supplier’s driver, or the Supplier’s sub-contractor, with reasonable cause.
5. Unless expressly stated herein, any volume forecasts issued by Wincanton are non-binding and subject to change.
6. With Wincanton’s agreement, the Supplier may sub-contract the Services provided that Wincanton is notified in advance of the identity of the sub-contractor and further provided that the Supplier remains fully liable for the acts and omissions of such sub-contractor.
7. Wincanton will pay the Supplier’s charges for those Services performed in accordance with this Agreement at the rates set out in Rates Schedule 3 and no later than 60 days from the date of the relevant invoice,
8. Wincanton will raise a self-bill invoice for Services once properly completed and evidenced with proof of delivery.
9. The Supplier will maintain insurance with a reputable insurance provider which is commensurate with the Supplier’s obligations hereunder and will provide Wincanton, upon request, with evidence that such insurance is in place. Insurance will include, but not be limited to, goods in transit insurance to a minimum value of £1300 per tonne, or to a greater value if notified of a particular requirement.
10. Either party may terminate this Agreement immediately by written notice to the other if the other commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.
11. Either party may terminate this Agreement immediately by written notice to the other if that other goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed in relation to that party’s affairs and business.
12. Nothing in this Agreement limits a party’s liability in respect of events of death or personal injury attributable to that party’s negligence; or for any other matter for which liability cannot be limited or excluded by law.
13. Subject to clause 12 above, Wincanton’s sole liability and obligation under this Agreement is to pay the Supplier’s charges in accordance with clause 7.
14. The Services will be performed in compliance with the requirements of the General Data Protection Regulations, as set out in Schedule 4.
15. Neither party is liable for any breach of this Agreement caused by matters beyond either party’s reasonable control (“an event of Force Majeure”), including but not limited to fire, flood or acts of local or central government.
16. No amendment to this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.
17. No person or organisation who is not a party to this Agreement may enforce any part of it under the Contracts (Rights of Third Parties) Act 1999.
18. The parties shall, in the event of a dispute which remains unresolved within fourteen days of arising, attempt to settle such dispute in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
19. The parties to this Agreement contract as independent contractors and nothing in this Agreement shall be construed as a relationship of employment, agency, partnership or joint venture.
20. This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Contract Reference:

**SCHEDULE 1**

**Standard Operating Procedures**

*As specified*

**SCHEDULE 2**

**KEY PERFORMANCE INDICATORS (KPIs)**

*As specified*

**SCHEDULE 3**

**RATES:**

*As agreed*

## SCHEDULE 4

### Data Protection

- 1 If, in the performance or management of the Services, the Supplier is required to process personal data as Wincanton's data processor the Supplier shall:
- (a) process the personal data on behalf of Wincanton, only for the purposes of performing the Services and only in accordance with instructions received from Wincanton, or a parent, subsidiary or affiliate of Wincanton from time to time;
  - (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the personal data to any third party unless specifically authorised in writing by Wincanton;
  - (c) at all times comply with the provisions of GDPR and, in doing so, implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, such measures to be described to Wincanton in writing within 2 (two) weeks of the measures being deployed or changed;
  - (d) require written approval by Wincanton of the measures described under 1(c);
  - (e) take reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data;
  - (f) obtain prior written consent from Wincanton before transferring Personal Data to any sub-contractors in connection with the Agreement;
  - (g) ensure that only those Supplier employees who need to have access to the Personal Data are granted access to such Personal Data and only for the purposes of the performance of the Agreement and that all of the Supplier's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and are subject to binding obligations, within a contract of employment or otherwise, in respect of maintaining the confidential nature of the Personal Data;
  - (h) not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject, as defined in the GDPR, itself) unless directed to do so in writing by Wincanton;
  - (i) notify Wincanton immediately and additionally in writing within 24 hours, in the event that you become aware of any breach of either the GDPR legislation or this addendum, whether by you or any of your sub-contractors or sub-processors in connection with the Agreement;
  - (j) notify Wincanton in writing (within five days) if Supplier receives:
    - i) a request from a Data Subject to have access to that person's Personal Data; or
    - ii) a complaint or request relating to either Wincanton's or your obligations under GDPR; or
    - iii) any other communication relating directly or indirectly to the processing of any Personal Data in connection with this agreement;
  - (k) provide Wincanton with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:
    - i) providing Wincanton with full details of the complaint or request;
    - ii) complying with a data access request within the relevant timescales set out in the GDPR but strictly in accordance with Wincanton's instructions;
    - iii) providing Wincanton with any Personal Data it holds in relation to a Data Subject making a complaint or request within the timescales required by Wincanton; and
    - iv) providing Wincanton with such other information, access and assistance as Wincanton may require in respect of relevant Personal Data;
  - (l) permit Wincanton or its authorised representatives to inspect and audit the Supplier's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by Wincanton to enable Wincanton to verify and procure that the Supplier is in full compliance with its obligations in respect of Personal Data relevant to the Agreement; and
  - (m) not transfer Personal Data outside the European Economic Area ("EEA") without the prior written consent of Wincanton and only upon such conditions as Wincanton may stipulate in order to ensure that any such transfer to which Wincanton consents complies with the GDPR in all respects.
- 2 The Supplier shall, at all times during the Term, indemnify Wincanton and keep Wincanton indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Wincanton arising from any breach of the Supplier's obligations in respect of data processing under the Agreement.
- 3 For the purpose of this Schedule 4 the terms "Personal Data" means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier; "GDPR" means the General Data Protection Regulations (Regulation (EU) 2016/679); and "Data Controller" and "Data Processor" have the meanings ascribed to them within the GDPR or any subsequent legislation as in force from time to time.

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