

Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Pop Up Retail" means temporary retail space that is typically set up for a short duration, ranging from four weeks to several months. Pop Up Retail can take place in a variety of locations, including but not limited to; vacant retail units, event spaces and unused concourse environments;

"Pop Up Retail Assets" means the Pop-Up Retail assets to be provided by the Supplier under the Order Contract, as specified in the Specification and/or Order Form (or as otherwise may be agreed between the Parties from time to time), which will include products for sale or other assets that provide a service to Buyer's customers, staff and/or other users (as applicable);

"Self Service Vending/ Automated Retail Assets" means the self-service vending and/or automated retail assets to be provided by the Supplier under the Order Contract, as specified in the Specification and/or Order Form (or as otherwise may be agreed between the Parties from time to time), which will include products for sale or other assets that provide a service to Buyer's customers, staff and/or other users (as applicable); and

"Code of Acceptance" means the Buyer's code of acceptance or policy relating to self service vending, automated retail and/or pop up retail, as applicable, on the Buyer's estate as set out (or referred to) in the Specification and/or in the Order Form.

2. Principles

- 2.1 The following principles apply to all Services and provide a clear indication of the standards to which the Supplier shall adhere to in providing the Services.
- 2.2 The Supplier will provide completely transparent services to the Buyer, and will be proactive in safeguarding that transparency. To achieve this, the Supplier must:

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- 2.2.1 ensure all agreed income is returned to the Buyer in accordance with the Order Contract;
- 2.2.2 make all documentation produced by the Supplier in relation to the Services under the Order Contract, to include invoices and contracts, available to:
 - 2.2.2.1 the Buyer;
 - 2.2.2.2 the Buyer's Authorised Representative;
 - 2.2.2.3 the Buyer's appointed internal and external Auditors.
- 2.3 Such documents will be securely stored and shared without redaction by the recipient.
- 2.4 The Supplier will promptly disclose to the Buyer all third party interests in any investment or recommendations put forward by the Supplier.
- 2.5 The Supplier will provide an annual report on key performance metric relating to Self Service Vending/Automated Retail Assets on the organisation's estate and/or assets as required by the Buyer, which may include but shall not be limited to the following information:
 - 2.5.1 availability;
 - 2.5.2 number of faults reported;
 - 2.5.3 customer complaints reported;
 - 2.5.4 inspection reports; and
 - 2.5.5 subsequent remedial actions.

3. Use

- 3.1 The Supplier agrees to provide and install the Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable).
- 3.2 The Supplier will only use Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable) for their intended and Buyer-approved use.
- 3.3 The Supplier may be required to obtain any necessary licence for public trading from the relevant local authority, as may be required by the Buyer.
- 3.4 The Supplier shall observe and abide by all regulations, conditions or requirements that may exist or may from time to time be specified by the Buyer in relation to the Buyer's estate.
- 3.5 The Supplier shall not erect any signs, placards or advertisements on or in the vicinity of the instructions on machine usage relating to the Self Service Vending/Automated Retail Assets.
- 3.6 The Supplier shall only be entitled to use the digital screen (where applicable) located on the Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable) in accordance with the Buyer's

requirements and policies on 3rd party advertising and any Code of Acceptance.

- 3.7 The Supplier shall ensure that the Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable) are positioned in locations agreed by the Parties, which will be in suitable locations that do not adversely impact on users of the Buyer's estate and do not adversely impact on the running of the Buyer's estate or operations.

4. Installation

- 2.1 The installation of any Self Service Vending/Automated Retail Asset shall only be carried out after the Supplier has obtained the prior written approval of the Buyer including (but not limited to) approval of:
- 2.1.1 the initial location of the relevant Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable);
 - 2.1.2 the Supplier's full risk and method statement in relation to the installation and a full risk assessment for each installation location (each paid for by the Supplier unless agreed otherwise by the Buyer); and
 - 2.1.3 the proposed design and appearance (including the colour and finishes) of the Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable).
- 2.2 The Supplier shall not make or permit any connection to be made between any Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable) and any services (e.g. water, electricity or telecommunications) without the prior written consent of the Buyer, and if such consent is granted, in accordance with any conditions or requirements of the Buyer as advised to the Supplier.
- 2.3 All works required in connection with the installation of any Self Service Vending/Automated Retail Asset or Pop Up Retail Assets (as applicable) and making good of the surrounding areas of the Buyer's estate shall be carried out by the Supplier at its expense and under the supervision and to the satisfaction in all respects of the Buyer.
- 2.4 The design and appearance of an Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable) shall not be changed without the Buyer's prior consent.
- 2.5 Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable) must be installed in accordance with the Buyer's safety compliance requirements relating to the Buyer's estate.
- 2.6 The product type included within each Self Service Vending/Automated Retail Asset or Pop Up Retail Assets (as applicable) as specified in the Specification or Order Form shall not be changed without prior written consent of the Buyer.

3 Maintenance

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- 3.1 The Supplier agrees that throughout the Contract Period of the Order Contract:
 - 3.1.1 all Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable) located on the Buyers estate are and will be clean and in good repair and condition;
 - 3.1.2 all damaged Self Service Vending/Automated Retail Assets will be repaired within such period as may be specified in the Specification and/or Order Form;
 - 3.1.3 when notified by the Buyer or identified by the Supplier, to as soon as reasonably practicable remove any graffiti or fly posting adverts or other unauthorised signs on the Self Service Vending/Automated Retail Assets, and to make good any other wilful damage caused to the Self Service Vending/Automated Retail Assets as soon as reasonably practicable on their coming to its notice (whether pursuant to the Order Contract or otherwise). If repairs are required because of negligence on the part of the Buyer, any reasonable costs incurred by the Supplier shall be deducted as a Direct Cost;
 - 3.1.4 ensure the Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable) are stocked or emptied where applicable and in good working order; and
 - 3.1.5 where required by the Buyer under the Specification or Order Form, attend the Self Service Vending/Automated Retail Asset at a frequency required by the Buyer (and subject to access being provided by or on behalf of the Buyer) to ensure that it is appropriately emptied and clean.
- 3.2 The Buyer may require the Supplier to repair or remove any Self Service Vending/Automated Retail Asset at any time (and at the Supplier's expense) if the Self Service Vending/Automated Retail Asset is not in good working order. If the Supplier fails to repair or remove the relevant Self Service Vending/Automated Retail Asset within a reasonable period (as specified in the Specification or Order Form, but not exceeding 28 working days), the Buyer shall be entitled to remove the relevant Self Service Vending/Automated Retail Asset and the cost of removing the Self Service Vending/Automated Retail Asset (and the cost of storing and/or disposing of the Self Service Vending/Automated Retail Asset if it is not collected by the Supplier within a reasonable period specified by the Buyer) and of making good any damage to Buyer's estate as a result of such removal shall be repaid by the Supplier to the Buyer within 30 days of demand by the Buyer.
- 3.3 In the event that any Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable) is subject to repeated attacks of vandalism, the Buyer and the Supplier may mutually agree that such Self Service Vending/Automated Retail Asset or Pop Up Retail Asset

(as applicable) is removed (by the Supplier at its own expense) on an agreed date.

4 Removal on termination or expiry

4.1 In the event of termination or expiry of the Order Contract, the Supplier shall ensure that:

4.1.1 all Self Service Vending/Automated Retail Assets or Pop Up Retail Assets (as applicable) are removed from the locations detailed in the Order Contract forthwith on termination; and

4.1.2 the Supplier shall reinstate and make good any damage arising from such removal at the expense of the Supplier.

5 Removal by the Buyer

5.1 If, following notice being given by the Buyer to the Supplier to remove any Self Service Vending/Automated Retail Asset (or the Supplier otherwise being obliged to remove any Self Service Vending/Automated Retail Asset under the terms of this Schedule), the Supplier fails to repair or remove the relevant asset within the period specified in this Schedule or otherwise reasonably required by the Buyer, the Buyer shall be entitled to remove the relevant Self Service Vending/Automated Retail Asset(s) and the Supplier will reimburse the Buyer for the reasonable cost of removing the Self Service Vending/Automated Retail Asset(s) (and the cost of storing and/or disposing of the Self Service Vending/Automated Retail Asset if it is not collected by the Supplier within a reasonable period specified by the Buyer) and of making good any damage to the Buyer's estate within 30 days of the Buyer's demand.

5.2 In case of emergency the Buyer retains the right to move or remove any Self Service Vending/Automated Retail Asset, which it may do immediately and without prior notice to the Supplier. Any such move or removal pursuant to this Paragraph 5.2 will be at the Buyer's own cost, unless otherwise agreed with the Supplier.

6 Removal by the Supplier

6.1 The Supplier shall only be entitled to remove any Self Service Vending/Automated Retail Asset(s) or Pop Up Retail Asset(s) (as applicable) with the prior written consent of the Buyer. The Supplier shall notify the Buyer in writing of any proposed removal of any Self Service Vending/Automated Retail Asset(s) or Pop Up Retail Asset(s) (as applicable), but any removal can only take place with the prior written consent of the Buyer.

6.2 The Supplier shall be responsible for reinstating and making good (at its own cost) any damage caused at each Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable) location, to the Buyer's reasonable satisfaction.

- 6.3 The Supplier will within 20 Working Days of receiving written notice from the Buyer relocate any Self Service Vending/Automated Retail Asset or Pop Up Retail Asset (as applicable) (costs of which shall be agreed prior to removal by the Supplier), and such location shall be deemed to be a removal and installation of a Self Service Vending/Automated Retail Asset or Pop Up Retail Assets (as applicable) for which the prior approval of the Buyer under this Schedule is required.

7 Code Of Acceptance - Advertising on Self Service Vending/Automated Retail Assets (where applicable)

- 7.1 The Buyer retains the right to amend or replace its Code of Acceptance at any time and from time to time by giving notice of such changes to the Supplier.

8 Record and audit rights

- 8.1 The rights and obligations set out in this Paragraph 8 are without prejudice to the other rights and obligations set out under the Order Contract or the DPS Contract.
- 8.2 Without limiting its other obligations under the Order Contract (including in particular its reporting obligations) the Supplier shall, during the Contract Period and for a minimum period of 6 years thereafter (or such longer period required by Law), maintain complete and accurate records in relation to the performance of the Order Contract, including:
- 8.2.1 details of all contracts which it enters into in connection with the provision of the Services under the Order Contract, and the gross revenue receivable by the Supplier under such contracts;
 - 8.2.2 records relating to the calculation of the Net Revenue, including:
 - 8.2.3 details of all gross revenue receivable by the Supplier in relation to this Order Contract;
 - 8.2.4 details of any commissions, payments and credits payable by the Supplier in relation to this Order Contract;
 - 8.2.5 any other information needed to calculate the Net Revenue from time to time;
 - 8.2.6 records relating to all amounts payable to the Buyer under this Order Contract; and
 - 8.2.7 records relating to all other financial transactions relating to the Order Contract.

8.3 Provision of financial information

- 8.4 The Supplier shall provide the following financial information to the Buyer in relation to each calendar month by no later than **[Guidance note: Buyer to confirm on contract award]** after the end of that month or at a frequency required by the Buyer:

- 8.4.1 a statement of the monthly Net Revenue, broken down as reasonably required by the Buyer (to include, without limitation, any ancillary revenue);
- 8.4.2 a statement of the cumulative Net Revenue for the then current Year, broken down in the same manner;
- 8.4.3 a comparison of the monthly and cumulative Net Revenue amounts with any applicable forecasts; and
- 8.4.4 a statement of the monthly fixed and variable costs.

8.5 Annual Compliance Certificate

- 8.6 Where required by the Buyer, the Supplier shall provide the Buyer within sixty (60) calendar days of the end of each [Contract Year][Insert other period] a certificate signed by the Finance Director of the Supplier (or the Supplier's Financial Controller and other senior Chartered Accountant employed by the Supplier) that includes:

- 8.6.1 confirmation that that all payments made by the Supplier to the Buyer in relation to that [Contract Year][Insert other period] are accurate and in accordance with the Order Contract; and
- 8.6.2 a reconciliation statement giving full details of the Net Revenue and Direct Costs for each calendar month during the applicable [Contract Year][Insert other period] and all amounts payable to the Buyer in accordance with the Order Contract.

8.7 Audit by the Buyer

- 8.8 Upon reasonable notice from the Buyer, the Supplier shall provide the Buyer and/or its third party representatives with reasonable access to the records referred to in Paragraph 8.1 to 8.4 (inclusive) and any other records or other documentation relating to the Order Contract.
- 8.9 The purpose of Audits under this Paragraph 8 include verifying the Supplier's compliance with its obligations under the Order Contract, including verifying the accuracy of all payments made to the Buyer under the Order Contract.
- 8.10 The Supplier shall fully co-operate with (and shall ensure that the Supplier Staff fully co-operate with) the Buyer and, where applicable, the Buyer's Audit representatives, in relation to any Audits performed under the Order Contract, including by providing any assistance or information reasonably required by the Buyer or such representatives.
- 8.11 Without prejudice to the Buyer's other rights or remedies, if any Audit reveals:
 - 8.11.1 any underpayment in relation to any amount due to the Buyer under the Order Contract, the Supplier shall:
 - 8.11.1.1 promptly pay to the Buyer the amount of the underpayment plus interest in accordance with the Late Payment of Commercial Debts Act 1998, which shall

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accrue on a daily basis from the date on which the underpayment ought to have been originally paid to the Buyer until the date of payment, whether before or after judgement; and

8.11.1.2 bear the entire cost of the Audit exercise, including all fees incurred by the Buyer's external Audit representatives;

8.11.2 any other failure by the Supplier to comply with its obligations under this the Order Contract, the Supplier shall promptly and at its own cost rectify such failure.

8.12 The Parties will bear their own costs when an Audit is undertaken unless Paragraph 8.11.1.2 applies and/or the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.