

1. Scania Optimise provision and terms

a) Scania (Great Britain) Limited (“Scania”) offers the Optimise service (“Optimise”) on these terms to the exclusion of all others. These terms expressly include and are supplemental to a) the Scania General Terms of Sale, and b) the Scania FMS terms applicable to the Fleet Management System telematics subscription (included in the Optimise fees and necessary for performance of the Optimise service). Each order or schedule or other listing of drivers to be included in the provision of Optimise shall be agreed between Scania and the customer and is subject to these terms.

b) Scania is registered in England No. 831017; Registered Office Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8HB.

2. The Optimise service.

a) Optimise will be provided to a named customer whose signed order has been accepted in writing by Scania. Optimise is a service as particularly described in Scania’s offer to the customer and as published by Scania from time to time. The service comprises a combination of: assessment of the customer’s operation; delivering training aimed at optimising driver performance in terms of behind the wheel skills, vehicle knowledge and efficient operating parameters; monitoring effects and consistency and follow up reports and mentoring.

b) The service will be available in various packages with escalating levels of feedback and driver follow up sessions as selected by the customer and agreed by Scania. The benefits available from Optimise will be a detailed assessment of how efficiently a vehicle is being operated at the start of any service; skilled training to optimise driver familiarity with the efficient use of vehicle characteristics and equipment; training to optimise driver anticipation and sympathy with vehicle and road conditions and demands; continuing feedback on vehicle and driver performance to identify application of skills, consistency and routes to any further improvements.

c) Overall savings or improvements will vary dependent on many variable factors outside Scania control, including, but not limited to: starting position; existing and enhanced driver performance; application and maintenance of enhancements; condition of the customer’s fleet and nature of operation. Optimise provides the customer and its drivers with the tools and skills to aim for optimum fuel efficiency, lower repair costs, and increased uptime, although Scania cannot guarantee or otherwise warrant the levels that individual customers may achieve.

3. Scania will:-

- a) provide sufficient facilities and staff to monitor and analyse the vehicle and driver data accumulated and needed for provision of Optimise;
- b) provide administration for: delivery of proposals and conclusion of orders from customers; registration and activation as necessary of vehicles onto the FMS system; registration of drivers nominated by the customer; delivery of necessary attendance details and course requirements to those attending; all follow up reports, sessions and customer feedback in line with the level of service ordered,
- c) deliver vehicle analysis, driver sessions and training with properly qualified and experienced staff, and using good industry standard equipment and systems as appropriate,
- d) issue driver CPC certificates for any qualifying hours as authorised by JAAPT from time to time,
- e) subject to availability and in exceptional cases, if the customer is unable to supply a vehicle for Optimise to be provided, Scania shall endeavour to supply a suitable vehicle at additional reasonable cost to the customer.

4. Fees

- a) The fees shall be paid by the customer for the Optimise service, and are due in advance against Scania's invoice. The fees cover the provision of Optimise at the level ordered by the customer.
- b) In addition to the Optimise fee, Scania shall be paid for reasonable travel expenses for staff delivering Optimise, and reasonable accommodation costs where it is impractical to travel on the day of Optimise delivery. Scania shall use its reasonable endeavours to identify such costs in advance to the customer for prior agreement.
- c) Where a customer's driver is unavailable to complete follow up sessions under an Optimise booking (for example having left the customer's employment) then at its sole discretion Scania (after written notification) reallocate the remaining paid up follow up sessions to an existing or new driver booking for Optimise.
- d) In the event that the customer fails to ensure vehicles and/or nominated drivers turn up as booked, Scania shall at its sole discretion seek to reallocate the booking on up to two occasions. If Scania chooses not to exercise this discretion and in any event if two attempted reallocations are unsuccessful, the fees and any expenses shall be due and forfeit. The customer shall in any event reimburse Scania for any unavoidable expenses incurred for the original booking.

5. The Customer shall:-

- a) supply at the proper date, time and venue a suitable, properly functioning, fully insured and roadworthy Scania vehicle for the provision of Optimise by Scania. The insurance shall extend to comprehensive cover for Scania staff driving in association with the delivery of Optimise,
- b) ensure that nominated drivers turn up at the booked date, time and venue, being holders of full driving licences for the vehicles to be driven, and being suitably experienced for the driving and Optimise training to be provided,
- c) ensure that the vehicle to be used has at a minimum the Scania FMS Communicator telematics system installed and functioning. A twelve month subscription for the Analyse service package is included in the Optimise fee. In the event that the customer already has a subscription for this package, this will be cancelled upon commencement of this contract. If the customer wishes to upgrade from the Analyse package only the differential in current fees will be charged,
- d) provide Scania with all data, current or historic, necessary for the provision of Optimise. The customer is responsible for the accuracy of any data it provides,
- e) provide all fuel and pay all running costs for a vehicle while used in the provision of Optimise,
- f) ensure that any driver nominated for Optimise has given full written authority for the collection and processing of personal and other data relating to historic, current and future driving of the customers' vehicles and for the purposes of Optimise. Scania shall be entitled to see or have copies of any such written authorisation on request at any time before, during and for a reasonable time after the provision of Optimise. A standard form is available from Scania if the customer does not have its own format,
- g) be responsible for the consistent and continuing interpretation, application and use for any purposes within the customer's operation of all skills feedback and assistance given in the provision of Optimise.

6. Cancellations and variations

Once an order has been placed this is a firm commitment by the customer and the fees and any expenses are due. No cancellation or variation of any booking may be made without Scania's agreement in writing. Scania will seek to accommodate a variation in date or venue where possible, but subject to a charge for any costs to be incurred.