

Model agreement between the operator and a garage or agent for safety inspections and / or repair of vehicles and trailers subject to operator licensing

The Agreement is made the day of 20 between

a. ('the operator'), whose address / registered office is:

 of the one part, and

b. ('the contractor'), whose address / registered office is:

 of the other part.

1. **The contractor agrees** that he / it will, in relation to every vehicle mentioned in the Schedule below, on every occasion when that vehicle is submitted by the operator as mentioned in Article 2 below on or after the date of this Agreement -
 - a. inspect all the items specified in the maintenance record in the form for the time being approved by the Department of Transport which relate to the vehicle;
 - b. if the operator so consents, carry out such renewals and repairs as may be necessary to ensure that the vehicle and every part of it specified in that maintenance record is in good working order and complies with every statutory requirement applying to it; and
 - c. complete that maintenance record to show -
 - (i) which items were in good working order and complied with the relevant statutory requirements when the vehicle was submitted;
 - (ii) which (if any) items were not in good working order or failed to comply with those requirements when the vehicle was submitted but have been replaced or repaired so that those requirements are satisfied; and
 - (iii) which (if any) items were not in good working order or failed to comply with those requirements when the vehicle was submitted and which have not been so replaced or repaired.
 - d. provide the operator with a copy of every completed maintenance record.
2. **The operator agrees** that he / it will -
 - a. submit to the contractor each vehicle mentioned in the Schedule below in order that the contractor may, as regards that vehicle, comply with the provisions of Article 1 above -
 - (i) within weeks of the Agreement, and, thereafter;
 - (ii) within weeks of the date of the last safety inspection.
 - b. pay to the contractor such reasonable charges as the contractor may make pursuant to his / its obligations under Article 1 above; and
 - c. retain, and make available for inspection by an officer mentioned in Section 42 of the Goods Vehicles (Licensing of Operators) Act 1995 or Public Passenger Vehicles Act 1981, every maintenance record mentioned in Article 1 above for a period of at least 15 months commencing with the date of its issue.
3. **This Agreement** may be ended by either party giving the other months written notice of his /its intention to end it.

Schedule
(Motor vehicles and trailers which are / which it is intended shall become used in accordance with an operator's licence held / applied for by the operator under the Goods Vehicles (Licensing of Operators) Act 1995 or Part 11 of the Public Passenger Vehicles Act 1981)

1. **Motor Vehicles** (the schedule should give registration numbers & brief descriptions of each vehicle)
2. **Trailers** (the schedule should give the trailers' identification number and brief descriptions of each trailer)

As witness (etc)
Signature(s), or seal, of operator

Signature(s), or seal, of contractor

Please ensure that the form is FULLY completed at sections (a) (b), 2 (i) (ii) and 3.
Please also ensure that it is signed by BOTH parties and the date is noted at the head of the form.

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