

Contract Reference Number: TfL 96274

Contract Title: TfL Sub-Metering Data and Equipment

Date:

**Agreement for the provision of
Goods and Services**

between

Transport for London

and

Hildebrand Technology Limited

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THIS AGREEMENT is made the day of 2023

BETWEEN:

- (1) **Transport for London**, a statutory corporation whose principal office is at 5 Endeavour Square, London E20 1JN (“TfL”) contracting for itself and such members of the Authority Group (“**the Authority**”);
- (2) **Hildebrand Technology Limited**, a company registered in England and Wales (Company Registration Number 05577050) whose registered office is at 56 Conduit Street, London W1S 2YZ (“**the Supplier**”).

RECITALS:

- A. The Parties wish to enter into an agreement which will enable the Authority, from time to time, to enter into an Order or a series of Orders with the Supplier for some or all of the Goods and/or Services of the type described in Schedule 3 (Specification).
- B. The Supplier terms and conditions set out in this Agreement shall apply to the Goods and/or Services to be provided by the Supplier under any Order.
- C. This Agreement can be utilised by the Authority or any other member of the Authority Group.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Agreement (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

“Affected Party” has the meaning given to it in Clause 35.3;

“Agreement” this agreement, including the Schedules and all other documents referred to in this Agreement;

“Authority Assets” means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

“Authority Group” (a) shall mean TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006)

from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary;

“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 37 to give effect to a Declaration of Ineffectiveness or to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due provision of the Goods and/or proper performance of the Services in accordance with the Agreement, as specified in or calculated in accordance with an Order as the same may be varied from time to time in accordance with Clause 35.6 or Clause 40;
“Commencement Date”	the date for commencement of the Agreement specified in Schedule 1;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract Information”	(i) the Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the invoices submitted pursuant to Clause 11 which shall consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the

	document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Supplier by the Authority;
“Data Protection Legislation”	<p>means:</p> <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the General Data Protection Regulation 2016/679; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; <p>(in the case of (c) and (d), each to the extent they form part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019);</p>
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Agreement made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
"Delivery"	The offloading of the Goods at the Delivery Address
"Delivery Address"	the address where the Goods are to be delivered, as specified in the relevant

	Order (and if more than one address is specified in relation to different Goods, then the relevant address for delivery);
"Delivery Date"	the date in the Order specifying when the Goods are to be delivered (and if more than one date is specified in relation to different Goods, then the relevant date for delivery), or if no such date is specified then within 10 Business Days of the date of the relevant Order, unless otherwise agreed with the Authority in writing;
"Delivery Note"	the delivery note which details the type and quantity of Goods in a delivery to the Authority;
"Electronic Invoicing Platform"	the Authority's invoicing platform for the submission and receipt of electronic invoices;
"Electronic Procure-to-Pay (eP2P) Vendor Handbook"	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link- https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
"Force Majeure Event"	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

"Goods"	the products listed in an Order, together with all component and ancillary parts;
"Holding Company"	any company which from time to time directly or indirectly controls the Supplier as set out by section 1159 of the Companies Act 2006;
"Insolvency Event"	<p>any of the following:</p> <ul style="list-style-type: none"> (a) either or both of the Supplier or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Supplier or the Holding Company; (c) the Supplier applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986; (d) being a company, either or both of the Supplier or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); (e) either or both of the Supplier or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986; (f) being an individual or firm, the Supplier becoming bankrupt or dying; (g) being an individual or firm, the Supplier's financial position

deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement are in jeopardy; or

- (h) any similar event to those in (a) to (g) above occurring in relation to either or both of the Supplier or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, utility model, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Supplier’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Proof of Solution Plan;

“Order”

an order for Goods and/or Services submitted by the Authority in accordance with Clause 4.

"Order Number"	the reference number to be applied to an Order by the Supplier in accordance with Clause 4.4.
"Parties"	the Authority and the Supplier (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;
"PDF Invoices"	invoices in PDF (portable document format) format;
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Processing"	has the meaning given to it in the Data Protection Legislation;
"Procurement Manager"	the person named as such in Schedule 1 and referred to in Clause 15 or such other person as notified to the Supplier by the Authority;
"Proof of Solution Acceptance Criteria"	The acceptance criteria set out in Schedule 5, which demonstrate that the Milestones in Schedule 3 have been met;
"Proof of Solution Commencement Date"	the date for commencement of the Proof of Solution Period, as specified in Schedule 1;
"Proof of Solution Period"	A period of up to 8 weeks following the Proof of Solution Commencement Date;
"Proof of Solution Plan"	the plan set out in Schedule 5 setting out how the Supplier will demonstrate that the Goods and Services meet the Specification and the Proof of Solution Acceptance Criteria, which may include Milestones;
"Public Procurement Termination Event"	has the meaning given to it in Clause 37.7;
"Public Procurement Termination Grounds"	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
"Supplier Equipment"	the equipment and materials of whatsoever nature used by the Supplier in

	providing the Goods and/or Services which do not themselves form part of the Goods and/or Services and in which title is not intended to pass to the Authority under the Agreement or any Order;
"Supplier IP"	all Intellectual Property Rights owned by or licensed to the Supplier as at the Commencement Date and includes any other Intellectual Property Rights owned or acquired by the Supplier after the Commencement Date and which are provided by the Supplier to the Authority in accordance with Clauses 30.3 and 30.5;
"Supplier's Personnel"	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Supplier, as are engaged in the performance of any of the Services and including the Key Personnel;
"Service Levels"	the minimum standard required to be achieved for the Services as identified in the Specification at Schedule 3 and/or in a specific Order;
"Services"	<p>(a) subject to Clause 35.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Supplier under an Order as detailed in the Specification including any variations to such services or activities pursuant to Clause 40; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from an Order;</p>
"Services Commencement Date"	the date following successful completion of the Proof of Solution Period, where the Authority may begin to submit Orders under this Agreement;
"Specification"	the specification and other requirements set out in Schedule 3;

“Supply Chain Finance Option”	has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”	the period during which the Agreement continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
"Warranty Period"	the period set out in the Order, which must as a minimum be 12 Months, commencing on the date of acceptance of the Goods by the Authority.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence; or
- 1.8 except as otherwise expressly provided in any Order, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Order or any other document referred to in or incorporated into this Agreement or any Order, the order of priority for the purposes of construction is:
- 1.8.1 each Order;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Order;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context; and
- 1.12 a reference to "writing" or "written" shall include email to such relevant email address as set out in Schedule 1 or such email address provided or varied in writing between the Parties from time to time, provided any such email is despatched in a legible and complete form to the correct e-mail address without any error message and is confirmed to be received by the intended recipient. For the avoidance of doubt, automatic delivery or read receipts shall not constitute confirmation of receipt.

2. Commencement and Duration

- 2.1 The Agreement commences on the Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 35.
- 2.2 The purpose of this Agreement is to provide a mechanism whereby the Authority may issue Orders for Goods and Services as may be required during the Term.
- 2.3 The Authority may request Goods and/or Services from the Services Commencement Date by issuing an Order.
- 2.4 The Goods and/or Services that may be requested by the Authority and provided by the Supplier are of the type described in Schedule 3 and are

more particularly described in each Order. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Goods and/or Services from the Supplier at a particular time or at all.

- 2.5 This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide Goods and/or Services similar to or the same as the Goods and/or Services.
- 2.6 Clause 4 sets out the procedure by which the Authority may place an Order. Each Order shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.7 The Supplier shall commence provision of the relevant Goods and/or Services in accordance with the Order. The Supplier must not commence any Goods and/or Services without an agreed Order.
- 2.8 All Charges in respect of an Order shall be set out in Schedule 4 (Charges).

Proof of Solution

- 2.9 The Supplier must within the Proof of Solution Period, demonstrate that the Goods and Services meet the Proof of Solution Acceptance Criteria in accordance with the Proof of Solution Plan.
- 2.10 The Supplier shall provide all such assistance as may be reasonably required by the Authority in the conduct of any testing required in order to determine whether the Proof of Solution Acceptance Criteria have been met and the Supplier may be present at such tests.
- 2.11 If, in the reasonable opinion of the Authority, the Goods and Services meet all of the Proof of Solution Acceptance Criteria, the Authority shall notify the Supplier in writing.
- 2.12 If the Supplier fails to demonstrate that the Goods and Services satisfy the Proof of Solution Acceptance Criteria by the end of the Proof of Solution Period, the Authority may give written notice to terminate this Agreement with immediate effect. The Supplier shall not be entitled to any additional Charges (save for those that have already accrued) on such termination.

3. Forecasts

- 3.1 The Authority's forecast of the Goods and Services that it expects to purchase during the Term is set out in Schedule 9 (Forecast) ("**Forecast**").
- 3.2 At the beginning of each year during the Term, the Authority shall update the Forecast. The Authority shall act in good faith when forecasting its requirements for Goods and Services.

- 3.3 The Forecast does not constitute an Order.
- 3.4 If the Supplier anticipates that it will be unable to meet the Authority's forecasted requirements provided in accordance with this Clause 3:
- 3.4.1 the Supplier shall inform the Authority in writing as soon as practicable;
 - 3.4.2 without limiting any other right or remedy that the Authority may have, the Authority may at its option agree alternative delivery dates for the relevant Goods, or obtain from any other person substitute products for the Goods which the Supplier anticipates it will be unable to supply.

4. Orders

- 4.1 The Authority shall be entitled to submit Orders on an ad hoc basis and shall not be obligated to submit any amount or minimum value of Orders to the Supplier at any time.
- 4.2 The Supplier shall supply Goods and Services in accordance with the Authority's Orders, except that, to the extent that an Order exceeds the most recent Forecast provided to the Supplier in accordance with Clause 3.2, the Supplier shall only be obliged to use its commercially reasonable endeavours to supply the Goods and Services ordered in excess of the Forecasts.
- 4.3 Each Order shall:
- 4.3.1 be given in writing by [REDACTED] or, if given orally, shall be confirmed in writing within two Business Days by [REDACTED]
 - 4.3.2 specify the type and quantity of Goods and Services ordered, and the Goods' code numbers; and
 - 4.3.3 unless the Parties agree that the Authority may specify the date and location after placing the Order, specify the Delivery Date on which the Goods ordered are to be delivered, and the Delivery Location. If the Delivery Date and/or Delivery Location are to be specified after the placing of an Order, the Authority shall give the Supplier reasonable advance notice of the relevant information.
- 4.4 The Supplier shall assign an Order Number to each Order received from the Authority and notify such Order Numbers to the Authority. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order and all correspondence shall include [REDACTED]
- 4.5 Each Order shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have

been amended in such Order and such documentation shall together form a separate agreement between the parties.

5. The Services

5.1 The Supplier:

- 5.1.1 shall provide the Services specified in an Order to the Authority in accordance with this Agreement and the terms of the Order;
- 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the relevant Order;
- 5.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification or otherwise to the Agreement; and
- 5.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Order.

5.2 Notwithstanding anything to the contrary in the Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Order;

5.3 The Supplier shall provide the Services under each Order:

- 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced Suppliers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
- 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 5.3.3 without any transmission of any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device of the Authority; prevent, impair or otherwise adversely affect the Authority's access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the Authority's use,

including worms, trojan horses, viruses and other similar things or devices;

- 5.3.4 in accordance with the Authority's policies and standards as updated by the Authority from time to time, including the Authority's Cyber Security Standards and networking rules;
 - 5.3.5 in accordance with the Service Levels;
 - 5.3.6 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 5.3.7 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of an Order is not being or is unable to be performed.
- 5.4 Where in the reasonable opinion of the Authority the Supplier has failed to provide the Services or any part of them in accordance with the Order, the Supplier shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 5.5 Throughout the term of the Agreement the Supplier shall when required give to the Authority such written or oral advice or information regarding any of the Services under any Order as the Authority may reasonably require.
- 5.6 Where a format for electronic receipt of orders by the Supplier is set out in Schedule 1, the Supplier shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

6. The Goods

- 6.1 The Supplier shall ensure that all Goods supplied pursuant to an Order shall:
- 6.1.1 conform with the Specification and any additional requirements agreed under an Order;
 - 6.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended)) and fit for any purpose held out by the Supplier or made known to the Supplier by the Authority;
 - 6.1.3 be free from defects in design, materials and workmanship;
 - 6.1.4 be so formulated, designed, constructed and finished as to be safe and without risk to health; and

- 6.1.5 comply with all Applicable Laws and all codes of conduct relating to the Goods.
- 6.2 The Supplier shall obtain and maintain during the Term (and for the period set out in Clause 8 (Acceptance of the Goods)) all approvals, permissions, registrations, licences and consents that are necessary or consequential to the manufacture, supply, installation, operation and/or maintenance of the Goods.
- 6.3 The Supplier will allow the Authority upon request to inspect and test the Goods at any time prior to delivery. The Supplier will not unreasonably refuse any request by the Authority to carry out such inspection and testing and will provide the Authority with all facilities reasonably required.
- 6.4 If, as the result of such inspection or testing, the Authority is not satisfied that the Goods will comply in all respects with the Specification and the Authority so informs the Supplier within thirty (30) days of such inspection or testing, the Supplier will take all steps necessary to ensure compliance. Without prejudice to any other rights of the Authority under this Agreement, any failure of this obligation by the Supplier will be deemed to be a material breach entitling the Authority to terminate this Agreement in accordance with Clause 35.1 (Breach and Termination of Agreement).
- 6.5 Notwithstanding any such inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under this Agreement.

7. Delivery of the Goods

- 7.1 The Supplier shall deliver the Goods carriage paid, or as otherwise set out in the Order, to the Delivery Address, or if no such address is stated, to the Authority's place of business, at the time or during the hours specified by the Authority in the Order.
- 7.2 The Supplier shall deliver the Goods on the Delivery Date and shall ensure that all deliveries be within the agreed maximum times for guaranteed delivery as set out in the Order unless otherwise agreed in writing between the Parties. The Supplier shall aim to achieve Delivery within ten (10) Business Days of receipt of the Order, but shall notify the Authority in writing at the time of the placing of the Order of any market conditions that may affect its ability to meet the desired delivery timescales. The Supplier shall provide the Authority with at least forty-eight (48) hours' notice of delivery and shall agree the delivery with an authorised representative of the Authority.
- 7.3 The Supplier shall off-load the Goods at the Delivery Address at its own risk as directed by the Authority.

- 7.4 The Supplier shall ensure that:
- 7.4.1 the Goods be marked in accordance with the Authority's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition;
 - 7.4.2 each delivery be accompanied by a prominently displayed Delivery Note checked by the Supplier which shows, inter alia, the Supplier's name and address, the order number, date of order, a brief description of the Goods delivered (including quantity and serial numbers where applicable), and, in the case of part delivery, the outstanding balance remaining to be delivered;
 - 7.4.3 any documentation and any keys (the latter, where applicable) for the Goods shall be delivered directly to and signed by/for by the authorised representative of the Authority as set out in the Order or as otherwise instructed by the Authority; and
 - 7.4.4 the Authority is supplied on delivery of the Goods with all installation and assembly instructions, operating and safety instructions and warning notices clearly displayed and other information as may be necessary for their proper installation, use, maintenance and repair for the Authority to accept delivery of the Goods.
- 7.5 If the Supplier at any time has reason to believe that it will be unable to deliver any Goods as set out in the Order to the Delivery Address on the Delivery Date during the required hours, the Supplier shall, without prejudice to any rights or remedies of the Authority, immediately notify the Authority of the cause, the expected period of delay and the steps proposed by the Supplier to minimise such delay.
- 7.6 Without prejudice to any rights or remedies, in the event that the Supplier fails to deliver any Goods to the Delivery Address on the Delivery Date during the required hours (or prior to the Delivery Date if agreed with the Authority):
- 7.6.1 subject to any cancellation under Clause 7.6.2, the Supplier shall, at its own expense, arrange all such additional resources as may be necessary to ensure delivery of such Goods to the Delivery Address as soon as is reasonably practicable thereafter or on such dates and at such times as directed by the Authority;
 - 7.6.2 the Authority shall be entitled, without liability to the Supplier, to cancel the relevant Order (in whole or in part) by written notice to the Supplier if the Supplier has failed to deliver the Goods within a period of thirty (30) days from the Delivery Date, unless otherwise agreed with the Authority.

- 7.7 The Authority shall signify acceptance of the quantity only of the Goods as stated on the Delivery Note by the signature of an authorised representative of the Authority, who shall be identified in an Order, on a copy of the Delivery Note. The Supplier must ensure that all Delivery Notes be checked, initialled and dated by the Supplier's and Authority's representatives as part of the delivery process.
- 7.8 In the event of the quantity of Goods being:
- 7.8.1 less than the quantity set out in the Order, the Authority shall notify the Supplier (including notification by an authorised person acting on its behalf) within three (3) Business Days and, without prejudice to any rights or remedies, the Supplier shall ensure delivery of any missing Good(s) or parts thereof within five (5) Business Days from the Delivery Date; or
 - 7.8.2 in excess of the quantity set out in the Order, the Supplier shall not be entitled to charge for such excess Goods unless it has obtained the Authority's prior written consent and the Authority has agreed to pay for such excess Goods separately, such price to be equal to or less than the price of the Goods set out in the Order. Any excess Goods shall be and remain at the Supplier's risk and be returnable at the Supplier's expense.

8. Acceptance of the Goods

- 8.1 The Authority will not be deemed to have accepted the Goods until it has had ten (10) Business Days to inspect them following delivery. The Authority will also have the right to reject the Goods as though they had not been accepted for twenty (20) Business Days after any latent defect in the Goods has become apparent.
- 8.2 If the Supplier has delivered Goods that do not comply with Clause 6.1 (The Goods) or are otherwise not in conformance with this Agreement or an Order during the Warranty Period or at any time (including after the expiry of the Warranty Period) in respect of latent defects or defects in design, whether or not such Goods have been accepted by the Authority, and without prejudice to any other rights or remedies of the Authority, the Authority shall be entitled to:
- 8.2.1 reject the Goods (in whole or part) whether or not title has passed and return them to the Supplier at the Supplier's risk and expense and the Supplier shall not be entitled to claim payment from the Authority in respect of such Goods;
 - 8.2.2 require the Supplier, at the Supplier's risk and free of charge, to either repair or replace the Goods rejected or provide a full refund of the Charges for such rejected Goods (if paid), in each case within five (5) Business Days of being requested to do so;

- 8.2.3 cancel any or all remaining instalments if the Order has not already been terminated;
 - 8.2.4 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 8.2.5 obtain substitute Goods (including remedial services and repairs) from a third party supplier and the Supplier shall promptly reimburse the Authority for its costs and expenses in doing so; and/or
 - 8.2.6 claim damages for any losses, expenses or additional costs incurred by the Authority arising out of or in connection with the Supplier's breach of Clause 6.1(The Goods) or any other act or omission of the Supplier.
- 8.3 Goods repaired or replaced in accordance with Clause 8.2.2 shall be subject to the provisions of this Agreement in the same manner as those originally delivered under the Order.
- 8.4 The Authority's rights under this Agreement are in addition to its rights and remedies implied by statute and at common law and any warranty provided by the Supplier.
- 8.5 The Supplier warrants, represents and undertakes to the Authority that any warranty provided by the Supplier in respect of the Goods shall be in addition to the rights and remedies of the Authority under this Agreement and shall include all elements of the Goods, including all parts, components, fastenings and mechanisms.

9. Risk and Title in the Goods

Risk and title in the Goods shall pass from the Supplier to the Authority when the Goods have been installed and accepted by the Authority in accordance with Clause 8 (Acceptance of the Goods).

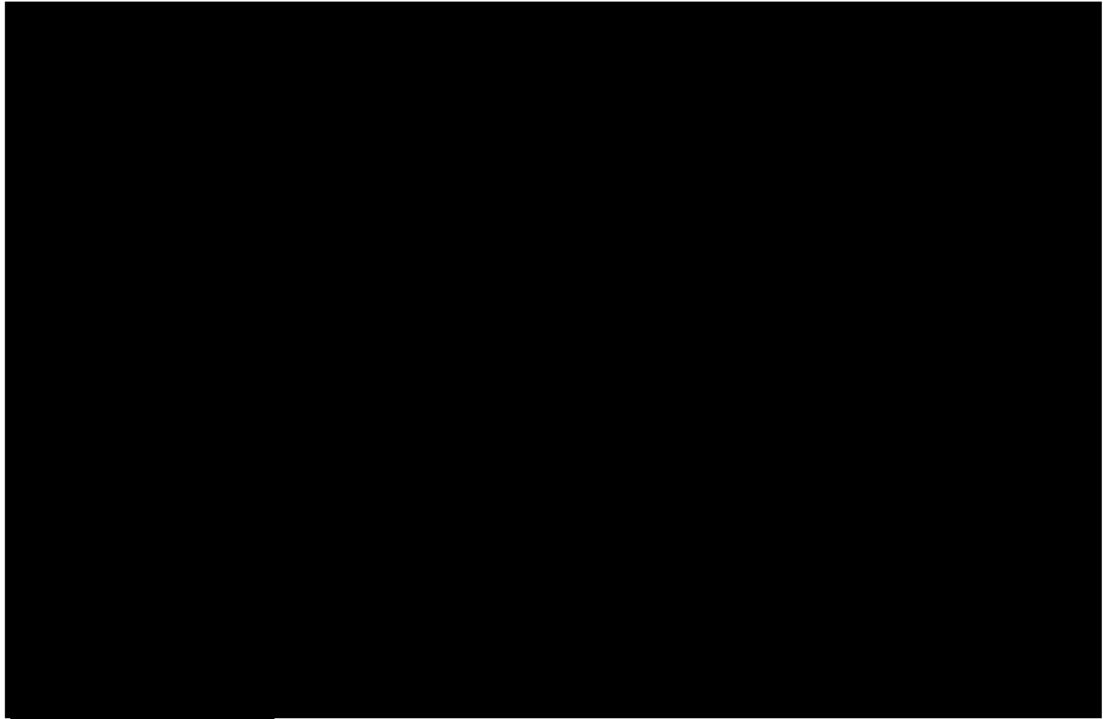
10. Charges

- 10.1 The Supplier shall invoice the Authority in accordance with the procedures set out in Clause 11 and in consideration of, and subject to the due provision of the Goods and/or proper performance of the Services by the Supplier in accordance with the Agreement and relevant Order, the Authority shall pay the Supplier the Charges in accordance with those procedures.
- 10.2 The Supplier is not entitled to reimbursement for expenses unless such expenses are specified in an Order or have been incurred with the prior written consent of the Authority, in which case the Supplier shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

- 10.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
- 10.4 The Parties shall on each anniversary of the Commencement Date review the Charges in accordance with Schedule 4 (Charges).

11. Payment Procedures and Approvals

- 11.1 The Supplier shall invoice the Authority in respect of the Charges:
- 11.1.1 for Goods supplied, at the end of the month in which such Goods were delivered;
 - 11.1.2 for Services supplied, monthly in arrears;
- and shall not make any separate charge for submitting any invoice.
- 11.2 The Supplier shall submit:



- 11.3 In the event of a variation to the Goods and/or Services in accordance with this Agreement that involves the payment of additional charges to the Supplier, the Supplier shall identify these separately on the relevant invoices.
- 11.4 The Authority shall consider and verify each invoice, which is submitted by the Supplier in accordance with this Clause 11, in a timely manner. If the Authority considers that the Charges claimed by the Supplier in any invoice have:
- 11.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be

made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice;

- 11.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Supplier and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Supplier shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 11.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or authorised representative of the Authority or Contract Manager (whether related to payment or otherwise) shall:

- 11.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Goods and/or Services or any part of them or any act or omission of the Supplier, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Supplier, or absolve the Supplier from any obligation or liability imposed on the Supplier under or by virtue of the Agreement; or

- 11.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Supplier by mistake of law or fact. Without prejudice to Clause 26, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Supplier or the Authority may recover such amount as a debt.

- 11.6 Except where otherwise provided in an Order, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Supplier in discharging its obligations under the Order.

- 11.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Agreement in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

12. Service Levels

12.1 The Supplier shall use the necessary measurement and monitoring tools required to measure and report its performance against the Service Levels.

12.2 If the Supplier fails to meet any Service Level (a "**Service Level Failure**"), it shall, without prejudice to the Authority's other rights and remedies:

12.2.1 promptly and at its own cost:

12.2.1.1 notify the Authority;

12.2.1.2 investigate the underlying cause of the Service Level Failure and preserve any data relating to the cause of the Service Level Failure;

12.2.1.3 agree a remediation plan with the Authority within 10 Business Days of the notification to the Authority pursuant to Clause 12.2.1.1, or as otherwise requested by the Authority, including appropriate timeframes for compliance and details of the Supplier's remedial action;

12.2.1.4 minimise the impact of the Service Level Failure and correct the Service Level Failure;

12.2.1.5 take all such steps as may be required so as to prevent the Service Level Failure from recurring;

12.2.1.6 arrange all such additional resources as may be necessary to perform the Services in accordance with the Service Levels.

13. Warranties and Obligations

13.1 Without prejudice to any other warranties expressed elsewhere in the Agreement or implied by law, the Supplier warrants, represents and undertakes to the Authority that:

13.1.1 the Supplier:

13.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement; and

13.1.1.2 is aware of the purposes for which the Goods and/or Services are required and acknowledges that the Authority is reliant upon the Supplier's expertise and

knowledge in the provision of the Goods and/or Services; and

- 13.1.1.3 is entering into this Agreement and any relevant Order as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Agreement;
- 13.1.2 the Agreement is executed by a duly authorised representative of the Supplier;
- 13.1.3 all documents, drawings, computer software and any other work prepared or developed by the Supplier or supplied to the Authority under the relevant Order shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 13.1.4 the Goods shall:
 - 13.1.4.1 and all other materials, equipment and goods used or supplied by the Supplier in connection with the relevant Order shall, be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), free from defects in materials and workmanship, sound in design and in conformance in all respects with the Specification;
 - 13.1.4.2 be fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Agreement);
 - 13.1.4.3 be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
 - 13.1.4.4 be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Authority);
 - 13.1.4.5 comply with all Applicable Laws; and
 - 13.1.4.6 conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.
- 13.2 Each warranty and obligation in this Clause 13 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.
- 13.3 The Supplier shall use its best endeavours to transfer or assign to the Authority or otherwise obtain for the benefit of the Authority any

guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Authority or otherwise providing such benefit for the Authority.

13.4 Where there is any breach of the Supplier's warranties in Clause 13 or any obligation, warranty or requirement imposed by, given or stated in the Agreement in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged the Authority shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy the Authority may have to take one or more of the following actions to:

13.4.1 cancel the Agreement and treat the Agreement as having never been entered into by the Supplier;

13.4.2 reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;

13.4.3 refuse to accept any subsequent delivery of the Goods;

13.4.4 recover from the Supplier any costs reasonably incurred by the Authority in obtaining substitute goods or services from another supplier;

13.4.5 require the Supplier at its sole cost to replace, repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Agreement, Order and Specification;

13.4.6 require the Supplier at its sole cost to re-execute the Services in accordance with the Agreement, Order and Specification within seven days;

13.4.7 treat this Agreement as discharged by the Supplier's breach and:

(i) delay payment of the price for the Goods and Services until the requirements of this Agreement, Order and any Specification are entirely fulfilled,

(ii) refuse to make payment of the price of the Goods or Services; or

(iii) require the repayment of any part of the price of the Goods or Services which the Authority has paid whether or not the Authority has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or

- 13.4.8 claim such damages as may have been incurred by the Authority as a result of the Supplier's breach of the Agreement.
- 13.5 If the Authority claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Authority disputing the said claim and stating the reasons for its dispute within seven days of the date of the said claim.
- 13.6 If the Authority exercises any right under this Agreement the Authority may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.
- 13.7 The Authority's rights under this Agreement are in addition to any statutory remedies available to the Authority.

14. Product Recall

- 14.1 The Supplier shall immediately notify the Authority in writing providing all relevant details if it discovers that there is:

- (a) any defect in the Goods which have been delivered to the Authority at any time; or
- (b) any error or omission in the instructions for the use and/or assembly of the Goods;

(whether or not any such defect, error or omission represents a breach of the warranty in Clause 13.1 (Warranties and Obligations) or any other Clause) which causes or may cause any risk of death, injury or damage to property.

- 14.2 The Authority may at its discretion and at the Supplier's own cost:

- (a) recall any Goods or any other products into which the Goods have been incorporated already sold by the Authority to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Supplier at the Authority's option); and/or
- (b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already sold by the Authority to its customers;

in each case on the basis of the identification whether by the Authority, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Clause 13 (Warranties and Obligations) or any other Clause) which the Authority reasonably concludes affects or may affect any of the Goods

supplied which causes or may cause any risk of death, injury or damage to property.]

15. Operational Management

- 15.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Agreement.
- 15.2 The Supplier shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Agreement, except as set out below or unless otherwise notified by the Authority:
 - 15.2.1 variations to the Agreement;
 - 15.2.2 any matter concerning the terms of the Agreement; and
 - 15.2.3 any financial matter (including any issues in Schedule 4),which shall be referred to the Procurement Manager.
- 15.3 The Authority will appoint an authorised representative in respect of each Order in relation to matters arising under an Order, unless otherwise notified by the Authority.
- 15.4 The Supplier shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Goods and/or Services as the Authority may reasonably request.

16. Supplier's Personnel

- 16.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Commencement Date or the expiry or termination of this Agreement.
- 16.2 Nothing in this Agreement will render the Supplier's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Goods and/or Services by the Supplier under this Agreement or the relevant Order, and the Supplier shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Supplier's Personnel.
- 16.3 The Supplier shall provide the Supplier's Personnel as necessary for the proper and timely performance and management of the Goods and/or Services in accordance with the relevant Order. All personnel deployed on work relating to this Agreement shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 16.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Supplier) deny access to any Supplier's Personnel to any Authority Premises and/or require that any Supplier's Personnel be immediately removed from providing the

Goods and/or performing the Services if such Supplier's Personnel in the Authority's view:

- 16.4.1 have not been properly trained in any way required by the relevant Order;
- 16.4.2 are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person;
- 16.4.3 do not meet industry standard health and safety requirements; or
- 16.4.4 do not hold Construction Skills Certification Scheme membership.

The Authority shall notify the Supplier of such denial and/or requirement in writing and the Supplier shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

- 16.5 The Supplier shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the relevant Order and shall take all reasonable steps to avoid changes to any of its staff designated in the Order as Key Personnel. The Supplier shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 16.3 shall apply to the proposed replacement personnel.
- 16.6 Notwithstanding Clause 16.1, the Supplier shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Supplier's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Supplier to comply with Clause 16.4.
- 16.7 The Supplier shall pay to the Supplier's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and not less than the amounts to which the Supplier's Personnel are contractually entitled.
- 16.8 The Supplier shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in an Order.

17. Sub-Contracting and Change of Ownership

- 17.1 The Supplier shall not assign or sub-contract all or any part of the Goods and/or Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.

17.2 Where the Supplier sub-contracts all or any part of the Goods and/or Services to any person, the Supplier shall:

17.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Supplier under the relevant Order insofar as they relate to the Goods and/or Services or part of them (as the case may be) which that sub-contractor is required to provide;

17.2.2 be responsible for payments to that person;

17.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Order or any performance, non-performance, part-performance or delay in performance of any of the provision of the Goods and/or Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Supplier;

17.2.4 on or before the Commencement Date notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Supplier to the Authority under the Agreement;

17.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 17.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Commencement Date;

17.2.6 without prejudice to the provisions of Clause 20, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

17.2.7 include a term in each sub-contract (of any tier):

17.2.7.1 requiring payment to be made by the Supplier or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

17.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Supplier, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be

sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

17.2.7.3 entitling the Supplier or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

17.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 17.2.7.3 above in any sub-contract it awards.

17.3 The Supplier shall give notice to the Authority within 10 Business Days where:

17.3.1 there is any change in the ownership of the Supplier where such change relates to 50% or more of the issued share capital of the Supplier; and

17.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company;

17.3.3 (in the case of an unincorporated Supplier) give notice to the Authority if there is any change in the management personnel of the Supplier, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Supplier; and

17.3.4 the Supplier's credit rating falls below a reasonable level and/or the Authority's minimum required level as assessed by Creditsafe of 30. The Supplier agrees that should this event occur, the Supplier shall immediately notify the Authority in writing with details of the event and its rectification plan to improve its credit rating to meet a reasonable level and/ or the Authority's minimum required level as set out in this clause. The Authority may in its absolute discretion choose to suspend its right to terminate under this clause whilst the Supplier implements the rectification plan.

Upon the occurrence of any of the events referred to at Clauses 17.3.1 – 17.3.4 above, the Authority shall have the right to terminate the Agreement.

18. Conflict of Interest

- 18.1 The Supplier warrants that it does not and will not have at the Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Goods and/or Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 18.2 The Supplier shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Goods and/or Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Goods and/or Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Agreement and all Orders in existence in accordance with Clause 35.1.4.

19. Access to Premises and Assets

- 19.1 Subject to Clause 16.4 any access to either or both of any Authority Premises or Authority Assets made available to the Supplier in connection with the proper performance of the relevant Order shall be free of charge and shall be used by the Supplier solely for the purpose of providing the Goods and/or performing the Services during the Term in accordance with the Order provided, for the avoidance of doubt, the Supplier shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Supplier shall:
- 19.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 19.1.2 vacate such Authority Premises upon the termination or expiry of the relevant Order or at such earlier date as the Authority may determine;
 - 19.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 19.1;
 - 19.1.4 ensure that the Supplier's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;

- 19.1.5 not damage the Authority Premises or any assets on Authority Premises; and
- 19.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Supplier or the Supplier's Personnel in the provision of the Goods and/or performance of the Services.
- 19.2 Nothing in this Clause 19 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Supplier and any member of the Authority Group.
- 19.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Supplier except as may be specified in an Order.

20. Compliance with Policies and Law

- 20.1 The Supplier, at no additional cost to the Authority:
 - 20.1.1 shall maintain the following accreditations:
 - 20.1.1.1 ISO27001 compliance (or equivalent); and
 - 20.1.1.2 Cyber Essentials Plus accreditation
 - 20.1.2 undertakes to procure that all the Supplier's Personnel comply with all of the Authority's policies and standards that are relevant to the provision of the Goods and/or performance of the Services, (including TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Supplier with copies of such policies and standards on request;
 - 20.1.3 shall provide the Goods and/or Services in compliance with and shall ensure that the Supplier's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Supplier's or the Authority's business, from time to time in force which are or may become applicable to the Goods and/or Services. The Supplier shall promptly notify the Authority if the Supplier is required to make any change to the Goods and/or

Services for the purposes of complying with its obligations under this Clause 20.1.3;

- 20.1.4 without limiting the generality of Clause 20.1.3, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 20.1.5 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Goods and/or Services, the Supplier shall assist and cooperate with Authority where possible in satisfying this duty;
- 20.1.6 where possible, shall provide the Goods and/or Services in such a manner as to:
 - 20.1.6.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 20.1.6.2 eliminate unlawful discrimination; and
 - 20.1.6.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 20.1.7 without prejudice to any other provision of this Clause 20.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL’s Traffic Manager as may be made available to the Supplier from time to time. For the purposes of this Clause 19.1.7, “**Traffic Manager**” means TfL’s traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 20.1.8 shall promptly notify the Supplier's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 20.1.9 without limiting the generality of Clause 20.1.3, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and

20.1.10 where applicable to the Supplier and without limiting the generality of Clause 20.1.3, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 20.1 shall be borne by the Supplier.

20.2 In providing the Goods and/or Services, the Supplier shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Supplier's activities may impact on the environment) to the need to:

20.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

20.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

20.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

20.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

20.3 For the purposes of Clauses 20.3 to 20.12 (inclusive) of this Agreement, the following expressions shall have the following meanings:

“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	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 ;
“Equivalent Scheme”	has the meaning given to it in Clause 20.4.1;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 20.10.

Fleet Operator Recognition Scheme Accreditation

- 20.4 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and/or Services, it shall within 90 days of the Commencement Date:
- 20.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Equivalent Scheme”**); and
 - 20.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Equivalent Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Equivalent Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Equivalent Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be

undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

- 20.5 The Supplier shall ensure that every HGV, which it uses to provide the Goods and/or Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 20.6 Where applicable, for works contracts exceeding a value of £1m:

20.6.1 the Supplier shall comply with the CLOCS Standard; and

20.6.2 the Supplier shall ensure that the conditions at all sites and locations where:

20.6.2.1 the Goods and/or Services are being delivered; or

20.6.2.2 in connection with the provision of the Goods and/or performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Driver Training

- 20.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and/or Services the Supplier shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Agreement.

Collision Reporting

- 20.8 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Agreement, the Supplier shall within 15 days of the Commencement Date, provide to the Authority a Collision Report. The Supplier shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

- 20.9 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and/or Services, within 90 days of the Commencement Date, the Supplier shall provide a written report to the Authority detailing its compliance with Clauses 20.4, 20.5, 20.6, 20.7 and 20.8 (as applicable) of this Agreement (the “**WRRR Self-Certification Report**”). The Supplier shall provide updates of the WRRR Self-Certification Report to the

Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier Regarding Sub-contractors

20.10 The Supplier shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Goods and/or Services shall comply with the corresponding provisions of this Agreement:

20.10.1 Clauses 20.4, 20.7, 20.8, 20.9; and

20.10.2 for Category N2 HGVs – Clause 20.5; and

20.10.3 for Category N3 HGVs – Clauses 20.5, and, where applicable 20.6;

as if those sub-contractors were a party to this Agreement.

Failure to Comply

20.11 Without limiting the effect of any other clause of this Agreement relating to termination, if the Supplier fails to comply with Clauses 20.4, 20.5 (where applicable), 20.6 (where applicable), 20.7, 20.8, 20.9, and 20.10;

20.11.1 the Supplier has committed a material breach of this Agreement; and

20.11.2 the Authority may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

21. London Living Wage

For the purposes of this Clause 21, the following expressions have the corresponding meanings:

“CCSL” the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;

“London Living Wage” the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Sub-contractor” a sub-contractor (of any tier) of the Supplier.

- 21.1 The Supplier acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority's estate in the circumstances set out in Clause 21.3.1.
- 21.2 Without prejudice to any other provision of this Agreement, the Supplier shall:
- 21.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Goods and/or Services:
- 21.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- 21.2.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,
- be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- 21.2.2 ensure that none of:
- 21.2.2.1 its employees; nor
- 21.2.2.2 the employees of its Sub-contractors,
- engaged in the provision of the Goods and/or Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- 21.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):
- 21.2.3.1 all information necessary for the Authority to confirm that the Supplier is complying with its obligations under Clause 21; and
- 21.2.3.2 reasonable evidence that Clause 21 has been implemented;
- 21.2.4 disseminate on behalf of the Authority to:
- 21.2.4.1 its employees; and
- 21.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Goods and/or Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

21.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

21.2.5.1 allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;

21.2.5.2 procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 21.3.1 have been complied with.

21.3 For the avoidance of doubt the Supplier shall:

21.3.1 implement the annual increase in the rate of the London Living Wage; and

21.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

21.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

21.5 Without limiting the Authority's rights under any other termination provision in this Agreement, the Supplier shall remedy any breach of the provisions of this Clause 21 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 21 following the Notice Period, the Authority may by written notice to the Supplier immediately terminate this Agreement.

22. Corrupt Gifts and Payment of Commission

The Supplier shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any

member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

23. Equipment

23.1 Risk in:

23.1.1 all Supplier Equipment shall be with the Supplier at all times; and

23.1.2 all other equipment and materials forming part of the Goods and/or Services (title to which will pass to the Authority) ("**Materials**") shall be with the Supplier at all times until completion of the provision of the Goods and/or Services in accordance with the relevant Order,

regardless of whether or not the Supplier Equipment and Materials are located at Authority Premises.

23.2 The Supplier shall ensure that all Supplier Equipment and all Materials meet all minimum safety standards required from time to time by law.

24. Quality and Best Value

24.1 The Supplier acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Supplier shall, where reasonably requested by the Authority, participate in any relevant best value review.

25. Records, Audit and Inspection

25.1 The Supplier shall, and shall procure that its sub-contractors shall:

25.1.1 maintain a complete and correct set of records pertaining to all activities relating to the provision of the Goods and/or performance of the Services and the Supplier's obligations under this Agreement and all transactions entered into by the Supplier for the purposes of this Agreement and the relevant Order (including time-sheets for the Supplier's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

25.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of this Agreement ("Retention Period").

- 25.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Supplier what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Supplier's provision of the Goods and/or performance of the Services (including compliance with Clause 20.1) and the Supplier shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

26. Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Agreement or any other contract between the Authority and the Supplier may be deducted by the Authority from monies due or which may become due to the Supplier under this Agreement or under any other contract with any member of the Authority Group may recover such amount as a debt.

27. Liability and Indemnity

- 27.1 Nothing in this Clause 27 shall limit or exclude either Party's liability for death or personal injury resulting from that Party's negligence or for fraud.
- 27.2 Subject to Clause 27.1, the aggregate liability of each Party in respect of any loss or damage suffered by the other Party and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed [REDACTED] per claim.
- 27.3 Subject to Clauses 27.5 and 27.2, the Supplier is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Agreement by the Supplier (or any of the Supplier's Personnel) (including in each case any non-performance or delay in performance of the Agreement or any Order) or of any breach of statutory duty, misrepresentation or misstatement by the Supplier (or any of its employees, agents or sub-contractors).
- 27.4 The Supplier is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Agreement or an Order by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

28. Insurance

28.1 The Supplier will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than [REDACTED] per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

28.1.1 public liability to cover injury and loss to third parties;

28.1.2 insurance to cover the loss or damage to any item related to the Services;

28.1.3 product liability; and

28.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 28.1.1 or, if applicable, the product liability insurance referred to in Clause 28.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Agreement.

28.2 The insurance cover will be maintained with a reputable insurer.

28.3 The Supplier will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 28.1 and payment of all premiums due on each policy.

28.4 The Supplier warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 28.1 being or becoming void, voidable or unenforceable.

28.5 In the event that any of the Insurances are cancelled or not renewed, the Supplier shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

29. The Authority's Data

29.1 The Supplier acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Supplier shall not delete or remove any copyright notices contained within or relating to the Authority's data.

29.2 The Supplier and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Agreement and any Order) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

30. Intellectual Property Rights

- 30.1 The Supplier hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Supplier in the provision of the Goods and/or the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Agreement.
- 30.2 The Supplier shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 30.3 The Supplier grants to the Authority an irrevocable, perpetual, royalty-free, world-wide and non-exclusive licence to use, copy, modify, store and maintain the Supplier IP to the extent it forms part of or is necessary for the proper use of the Goods and/or Services.
- 30.4 In relation to any third party material, documents or software that are necessary for the proper use of the Goods and/or Services, the Supplier shall procure a direct licence for the Authority to use such third party material, documents or software on the same terms set out in clause 30.3. In the event that it is not possible for the Supplier to negotiate such terms, it shall consult with the Authority and obtain its prior written approval to the relevant licensing terms before the Supplier incorporates the third party material, document or software into the Goods or uses it as part of the Services.
- 30.5 The licences granted by the Supplier in clauses 30.3 and 30.4 include the right for the Authority to sub-license the Supplier IP to a third party (including any alternative supplier) to the extent required to enable the Authority to receive the benefit of the Goods and/or Services or, after the Term, services the same as or similar to the Services, provided that any such third party or alternative supplier gives an appropriate undertaking of confidentiality to the Supplier.
- 30.6 The Supplier shall have no right (save where expressly permitted under the Agreement or with the Authority’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 30.7 The Supplier shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Agreement have been paid and are included within the Charges.

31. Privacy, Data Protection and Cyber Security

- 31.1 The Supplier shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority,

shall only carry out such Processing for the purposes of providing the Goods and/or Services in accordance with an Order.

- 31.2 The Supplier must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

32. Confidentiality and Announcements

- 32.1 Subject to Clause 33, the Supplier will keep confidential:

32.1.1 the terms of this Agreement and any Order; and

32.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

- 32.2 The Supplier will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Order. The Supplier will ensure that its officers and employees comply with the provisions of Clause 32.1.

- 32.3 The obligations on the Supplier set out in Clause 32.1 will not apply to any Confidential Information:

32.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 32);

32.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

32.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

- 32.4 The Supplier shall keep secure all materials containing any information in relation to the Agreement and any Order and its performance.

- 32.5 The Supplier shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or any Order or that it is providing the Goods and/or Services to the Authority or in relation to any matter under or arising from the Agreement or any Order unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

- 32.6 The provisions of this Clause 32 will survive any termination of this Agreement for a period of 6 years from termination.

33. Freedom of Information and Transparency

33.1 For the purposes of this Clause 33:

33.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

33.1.2 **“Information”** means information recorded in any form held by the Authority or by the Supplier on behalf of the Authority; and

33.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

33.2 The Supplier acknowledges that the Authority:

33.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

33.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

33.3 Without prejudice to the generality of Clause 33.2, the Supplier shall and shall procure that its sub-contractors (if any) shall:

33.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Supplier) each Information Access Request relevant to the Agreement or any Order, the Goods and/or Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

33.3.2 in relation to Information held by the Supplier on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

33.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

- 33.5 The Supplier shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 33.6 The Supplier acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 32.1 and Clause 33, the Supplier hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 33.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 33.8 The Authority may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 33.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

34. Dispute Resolution

- 34.1 The Authority and the Supplier shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Agreement or any Order ("**Dispute**") before resorting to litigation.
- 34.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Supplier within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 34.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 34.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 34.5 Where a dispute is referred to mediation under Clause 34.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

- 34.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 34.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 49.
- 34.8 For the avoidance of doubt, the Supplier shall continue to provide the Goods and/or Services in accordance with the relevant Order and without delay or disruption while the Dispute is being resolved pursuant to this Clause 34.
- 34.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 34 shall not apply in respect of any circumstances where such remedies are sought.

35. Breach and Termination of Agreement

- 35.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Agreement immediately upon giving notice to the Supplier if:
- 35.1.1 In addition and without prejudice to Clauses 35.1.2 to 35.1.6 (inclusive), the Supplier has committed any material or persistent breach of the Agreement and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Supplier giving details of the breach and requiring it to be remedied;
 - 35.1.2 the Supplier is subject to an Insolvency Event;
 - 35.1.3 in the event that there is a change of ownership referred to in Clause 17.3 or the Supplier is in breach of Clause 17.3;
 - 35.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 18;
 - 35.1.5 the Supplier or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017; or
 - 35.1.6 the Supplier commits any of the money laundering related offences listed in the Public Contracts Regulations 2015;
 - 35.1.7 the Supplier fails to comply in the provision of the Goods and/or performance of the Services with legal obligations in the fields of environmental, social or labour law;

- 35.1.8 the Supplier commits a material breach of the Service Levels;
- 35.1.9 In accordance with Clause 2.12 (Proof of Solution).
- 35.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Agreement or otherwise) if the Supplier is in breach of any of its warranties, or obligations either under Clause 13 or any other provision of this Agreement, the Supplier shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 35.2 shall prevent the Authority from procuring the provision of any Goods and/or Services or any remedial action in respect of any Goods and/or Services from an alternative contractor and, where the Authority so procures any Goods and/or Services or any remedial action, the Authority shall be entitled to recover from the Supplier all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Goods and/or Services or remedial action from such alternative contractor.
- 35.3 Neither Party shall be deemed to be in breach of this Agreement, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under an Order to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Order ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Agreement and/or Order immediately upon giving notice to the Affected Party. If the Agreement is terminated in accordance with this Clause 35.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 35.4 Without prejudice to the Authority's right to terminate the Agreement or under Clause 35.1 or to terminate at common law, the Authority may terminate the Agreement at any time without cause subject to giving the Supplier written notice of the period specified in Schedule 1, provided that this Clause 35.4 may be disapplied by notice to that effect in Schedule 1.
- 35.5 Without prejudice to the Authority's right to terminate the Agreement under Clauses 35.1, 35.4 or at common law, the Authority may terminate the Agreement at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 37.
- 35.6 To the extent that the Authority has a right to terminate the Agreement under this Clause 35 then, as an alternative to termination, the Authority may by giving notice to the Supplier require the Supplier to provide part only of the Goods and/or Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the

remainder of the Goods and/or Services will cease and the definition of "the Goods" and/or "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

36. Consequences of Termination or Expiry

- 36.1 Notwithstanding the provisions of Clause 32, wherever the Authority chooses to put out to tender for a replacement supplier some or all of the Goods and/or Services, the Supplier shall disclose to tenderers such information concerning the Goods and/or Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at [Schedule 8]. The Supplier may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 36.2 The termination or expiry of the Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 36.3 Upon expiry or termination of the Agreement (howsoever caused):
 - 36.3.1 the Supplier shall, at no further cost to the Authority:
 - 36.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Goods and/or Services to the Authority (or its nominee), such that the Goods and/or Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
 - 36.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
 - 36.3.2 the Authority shall (subject to Clauses 26, 35.1 and 36.4 and the provisions of any security for due performance supplied by the Supplier) pay the Supplier any Charges remaining due in relation to any Goods and/or Services properly performed in accordance with the relevant Order up to the date of termination or expiry calculated so far as is possible in accordance with the Order or otherwise reasonably determined by the Authority.
- 36.4 On termination of all or any part of the Agreement, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Goods and/or Services and (save where terminated under Clause 35.4) the Supplier shall be liable for all additional

expenditure reasonably incurred by the Authority in having such goods and/or services provided and carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Supplier as a debt.

37. Declaration of Ineffectiveness and Public Procurement Termination Event

37.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Supplier. The Parties agree that the provisions of Clause 36 and Clauses 37.1, 37.2, 37.4 to 37.6 (inclusive) and 37.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

37.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 37.1 to 37.6 inclusive.

37.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Supplier to prepare a Cessation Plan in accordance with this Clause 37.3 by issuing a notice in writing. As from the date of receipt by the Supplier of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

37.3.1 an orderly and efficient cessation of the Goods and/or Services or (at the Authority's request) a transition of the Goods and/or Services to the Authority or such other entity as the Authority may specify; and

37.3.2 minimal disruption or inconvenience to the Authority or to customers of the Goods and/or Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 37.2 to 37.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

37.4 Where there is any conflict or discrepancy between the provisions of Clause 36 and Clauses 37.2 to 37.6 (inclusive) and 37.12 or the Cessation Plan, the provisions of these Clauses 37.2 to 37.6 (inclusive) and 37.12 and the Cessation Plan shall prevail.

37.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

- 37.6 The Authority shall pay the Supplier's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to any Declaration of Ineffectiveness.
- 37.7 Without prejudice to the Authority's rights of termination implied into the Agreement by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 37.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Supplier and the Parties agree that:
- 37.7.1 the provisions of Clause 36 and these Clauses 37.7 to 37.12 (inclusive) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event; and
- 37.7.2 if there is any conflict or discrepancy between the provisions of Clause 36 and these Clauses 37.7 to 37.12 or the Cessation Plan, the provisions of these Clauses 37.7 to 37.12 and the Cessation Plan shall prevail.
- 37.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 37.7 to 37.11 inclusive.
- 37.9 As from the date of receipt by the Supplier of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Goods and/or Services; or (at Authority's election), (ii) the part of the Goods and/or Services which are affected by the Public Procurement Termination Grounds; and
- 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 37.7 to 37.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

- 37.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 37.11 The Authority shall pay the Supplier's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of Public Procurement Termination Grounds.
- 37.12 For the avoidance of doubt, the provisions of this Clause 37 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

38. Survival

The provisions of Clauses 1, 5.1.3, 10, 11, 13.1.3, 16.1, 17.2.2, 17.2.3, 19.1.1, 19.1.2, 19.1.5, 19.2, 23, 25-29 (inclusive), 30.2, 31-34 (inclusive), 36, 37-40 (inclusive), 42-49 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Agreement. In addition, any other provision of the Agreement which by its nature or implication is required to survive the termination or expiry of the Agreement shall do so.

39. Rights of Third Parties

- 39.1 Save that any member of the Authority Group has the right to enforce the terms of the Agreement and any relevant Order in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 39.2 Notwithstanding Clause 39.1, the Parties are entitled to vary or rescind the Agreement or any relevant Order without the consent of any other person including any member of the Authority Group.

40. Contract Variation

Save where the Authority may require an amendment to the Goods and/or Services and/or this Agreement is amended pursuant to the Supplier's exercise of any Supply Chain Finance Option, the Agreement and/or any Order may only be varied or amended with the written agreement of both

Parties. Save for any variations or amendments to reflect the Supplier's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in [Part A of Schedule 6] and shall not be binding upon the Parties unless completed in accordance with such form of variation.

41. Novation

- 41.1 The Authority may novate or otherwise transfer the Agreement and/or any Order (in whole or in part).
- 41.2 Within 10 Business Days of a written request from the Authority, the Supplier shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Agreement and/or any Cal-Off Agreement to one or more persons nominated by the Authority.
- 41.3 Subject to Clause 17, the Agreement is personal to the Supplier who shall not assign the benefit or delegate the burden of the Agreement or otherwise transfer any right or obligation under the Agreement without the prior written consent of the Authority.

42. Non-Waiver of Rights

No waiver of any of the provisions of the Agreement is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 44. The single or partial exercise of any right, power or remedy under the Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

43. Illegality and Severability

If any provision of the Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

44. Notices

- 44.1 With the exception of invoices, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand or prepaid recorded delivery first class post addressed to the recipient at its registered office, the address stated in Schedule 1 or any

other address notified to the other Party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

44.1.1 if delivered by hand, at the time of delivery; or

44.1.2 if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted.

45. Entire Agreement

45.1 Subject to Clause 45.2:

45.1.1 the Agreement and any relevant Order and all documents referred to in the Agreement and any relevant Order, contains all of the terms which the Parties have agreed relating to the subject matter of the Agreement and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Goods and/or Services. Neither Party has been induced to enter into the Agreement by a statement which the Agreement does not contain; and

45.1.2 without prejudice to the Supplier's obligations under the Agreement, the Supplier is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Supplier's tender in respect of the Agreement or any incorrect or incomplete information howsoever obtained.

45.2 Nothing in this Clause 45 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

46. Counterparts

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

47. Relationship of the Parties

Nothing in the Agreement or any Order constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Agreement or any Order, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

48. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Agreement and any Order.

49. Governing Law

- 49.1 The Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 49.2 Without prejudice to Clause 34, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.
- 49.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 49.4 Subject to Clause 49.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
the Authority

)
)
)
Signature

Print name and position

Date:

Signed by
for and on behalf of
the Supplier

)
)
)
Signature

Print name and position

Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number:** TfL 96274
- 2. Name of Supplier:** Hildebrand Technology Limited
- 3. Commencement Date:** 14 August 2023
- 4. Proof of Solution Commencement Date:** 14 August 2023
- 5. Duration/Expiry Date:** Five years expiring 13 August 2028, with an option to extend in periods for up to a further five years. Latest expiry date is 13 August 2033.

- 6. Payment (see Clauses 11.1 and 11.4):**

Clause 11.1

The payment period shall be monthly

Clause 11.4

Payment must be made within 10 days of receipt of invoices.

- 7. Email address where PDF Invoices shall be sent:**

[REDACTED]

- 8. Time for payment where not 30 days (see Clause 11.4):**

10 days

- 9. Details of the Authority's Contract Manager**

Name: Quinten Babcock, Environmental Manager – Facilities Operations

Address:

Mob:

Email:

[REDACTED]

- 10. Details of the Authority's Procurement Manager**

Name: Tufail Ahmed, Commercial Manager

Address:

Mob:

Email:

[REDACTED]

11. Supplier's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Joshua Cooper, Director	[REDACTED]	[REDACTED]

12. Notice period in accordance with Clause 35.4 (termination without cause):

90 days

13. Address for service of notices and other documents in accordance with Clause 44:

For the Authority:

[REDACTED]

For the attention of: Tufail Ahmed

For the Supplier:

[REDACTED]

For the attention of: Joshua Cooper

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1 Equality, Diversity and Inclusion

A1.1 For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Agreed SMART Action Plan" means the SMART action plan agreed or determined in accordance with the provisions of Clause A1.4

"Good Work Standard" means the Mayor of London's accreditation to demonstrate fair and inclusive employment practices found at <https://www.london.gov.uk/programmes-strategies/business-and-economy/supporting-business/good-work-standard-gws/how-achieve-good-work-standard>

"Minimum Records" means all information relating to the Supplier's performance of and compliance with Clause A1, by each subcontractor and, where applicable, subject to the provisions of Clause A1.3, indirect subcontractor, of the Supplier.

EDI Policy

A1.2 Within sixty (60) from the Commencement Date, the Supplier shall provide the Authority with a copy of its EDI Policy. The Supplier shall keep its EDI Policy under review for the duration of the Agreement and shall provide the Authority with any such revised EDI Policy once available.

Mayor's Good Work Standard

A1.3 Within ninety (90) days of the Commencement Date the Supplier shall:

(a) undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

and

- (b) submit the results of the self-assessment to the Authority together with a SMART Action Plan outlining the activities the Supplier proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

A1.4 The Supplier will take into account any comments or recommendations made by the Authority in respect of the Supplier's proposed SMART Action Plan and the parties will agree (or failing such agreement the Authority will determine) the final content of the SMART Action Plan within one hundred eighty (180) days of the [Commencement Date].

Monitoring and Reporting

For the purposes of this clause, "BAME", "disabled", "diversity" and "SMEs" have the meanings set out in Appendix 1 to this Clause A1.

A1.5 Subject to Clause A1.3, the Supplier shall use reasonable endeavours to provide the Authority on the date of this Agreement and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

A1.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A1.3. The annual report should set out:

- (a) the performance of the Supplier over the past 12 months in relation to the Good Work Standard SMART Action Plan
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Agreement to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Agreement who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;

- BAME businesses;
- suppliers from other under-represented or protected groups;
- suppliers demonstrating a diverse workforce composition.

A1.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Supplier shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

A1.7 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A1.5.

EDI Audit

A1.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with Clause A1. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Supplier and its subcontractors and, where applicable, subject to the provisions of Clause A1.3, indirect subcontractors, and shall include the Minimum Records.

A1.9 The Supplier shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Agreement. The Supplier shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A1.3, indirect subcontractors, shall maintain and retain records equivalent to the Supplier's Minimum Records for a minimum of 6 years from the termination or expiry of the Agreement. The Supplier shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A1.3, each subcontract between its subcontractors and any indirect subcontractors of the Supplier, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Supplier pursuant to Clause A1.

A1.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Agreement and each relevant subcontract.

A1.11 The Supplier shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A1.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any

audit or check including, to the extent reasonably possible in each particular circumstance:

- A1.11.1 granting or procuring the grant of access to any premises used in the Supplier's performance of the Agreement or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Supplier's own premises or otherwise;
- A1.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A1.3, wherever situated and whether the Supplier's own equipment or otherwise; and
- A1.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Agreement or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- A1.12 For the duration of the Agreement, the Supplier shall endeavour to employ gender-neutral language in all communications relating to the Agreement, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A1 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.

Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <ol style="list-style-type: none"> 1. Small and Medium Enterprises (SMEs). A small enterprise is a business which has both 0-49 full-time equivalent employees and either: <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross).

A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;

- turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
- balance sheet total of no more than £11.4 million net (or £13.68 million gross).

2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):
- women;
 - disabled people;
 - lesbians, gay men, bisexual people;
 - trans people;
 - older people (aged 60 or over); and
 - younger people (aged 24 or under).

	<p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <ul style="list-style-type: none"> i) Young children – those that use the transport network escorted by parents or carers. ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.

A2 Sourcing and Supply Chain Transparency

ETI Base Code and Ethical Sourcing and Modern Slavery Action Plan

- A2.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with the Agreement, the Supplier shall adhere to the principles of and shall procure that its Subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative (“**ETI**”) Base Code as set out in Appendix 1 (*The ETI Base Code*) to this paragraph A2.
- A2.2 The Supplier shall, where relevant, train its employees and Subcontractors to ensure compliance with this paragraph A2. The Supplier shall keep a record of all training completed by its employees and Subcontractors and shall make a copy of the record available to the Authority on request.
- A2.3 During the course of the Order, if the Authority has reasonable cause to believe that the Supplier is not complying with any provision of paragraph A2, then the Authority shall notify the Supplier and the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Supplier, such remediation plan to be agreed by the Parties by no later than 30 days from the date of the Authority’s notification to the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing.
- A2.4 Following agreement of the remediation plan described in paragraph A2.3, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Supplier with the remediation plan.
- A2.5 For the avoidance of doubt, the right of audit contained in this paragraph A2 shall include without limitation, the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Subcontractors (as applicable) co-operate with the Authority and the Authority’s auditor in relation to all aspects of any audit.
- A2.6 The Supplier shall make the audit reports required pursuant to paragraph A2.5 available to the Authority through the Suppliers Ethical Data Exchange (“**Sedex**”), or an equivalent process.

Supply Chain Transparency

- A2.7 The Authority is committed to protecting and enhancing labour rights in its supply chains and has partnered with Electronics Watch to seek to achieve greater transparency in respect of its electronics supply chains.

A2.8 Accordingly, the Supplier will:

A2.8.1 at the Authority's reasonable request co-operate and collaborate with the Authority and Electronics Watch for the purposes of:

A2.8.1.1 establishing and/or enhancing supply chain transparency; and

A2.8.1.2 securing improved working conditions in the Authority's electronics supply chains, (together, the "**Supply Chain Transparency Objectives**"); and

A2.8.1.3 as soon as reasonably practicable, and in any event within 180 days of the Commencement Date, provide to the Authority and Electronics Watch a "road map" to support delivery of the Supply Chain Transparency Objectives (the "**Transparency Road Map**" (as the same may be updated from time to time pursuant to paragraph A2.9)) including identifying the main risks to human rights violations in its electronics supply chains, the challenges to achieving transparency and highlighting the main products and countries involved and the steps to be taken by the Supplier to overcome these challenges and mitigate the risks in the short, medium and long term (and shall take reasonable account of such comments as the Authority may specify in respect of such Transparency Road Map),

it being acknowledged that the Supplier's obligations under paragraph A2.8.1 shall not extend beyond it participating actively in relation to the Supply Chain Transparency Objectives including through the application of management time and internal resources, correspondence and attendance at meetings, in each case as the Supplier reasonably considers in all of the circumstances to be an appropriate use of its resources and effective to support delivery of the Supply Chain Transparency Objectives.

A2.9 The Supplier shall:

A2.9.1 use all reasonable endeavours to monitor, on an ongoing basis, potential areas for adjustment to the Transparency Road Map by reference to evolving market best practice and other relevant matters (and shall identify any such potential areas for adjustment to the Transparency Road Map to the Authority);

A2.9.2 by each anniversary of the Start Date:

A2.9.3 conduct a review of the Transparency Road Map by reference to then-current market best practice and any other relevant matters (such review to be conducted on a basis which is reasonably acceptable to the Authority and in accordance with such

instructions as the Authority may reasonably provide from time to time); and

A2.9.4 identify to the Authority any potential areas for adjustment to the Transparency Road Map arising out of such review;

A2.9.3 co-operate and collaborate with the Authority and Electronics Watch in considering potential changes to be made to the Transparency Road Map arising out of or in connection with:

A2.9.3.1 the Supplier's obligations under paragraphs A2.9.1 or A2.9.2; and/or

A2.9.3.2 any potential areas for improvement or enhancement of the Transparency Road Map which are proposed by the Authority (acting reasonably) from time to time, it being acknowledged that if the Parties do not agree any change(s) to the Transparency Road Map which are proposed by either Party in accordance with this paragraph within sixty (60) days of such change(s) being proposed then the Authority (acting reasonably) shall be entitled to determine the change(s) to be made to the Transparency Road Map in such circumstances and the date from which such change(s) will take effect; and

A2.9.3.3 monitor, on an ongoing basis, the Supplier's performance against the actions and/or steps which are identified in the Transparency Road Map and shall at such time and such frequency as the Authority may reasonably specify provide such information as the Authority may reasonably request in relation to the same.

A2.10 In this paragraph A2, "**Electronics Watch**" means the independent monitoring organisation of that name (being a not-for-profit non-governmental organisation incorporated under Dutch law (No. 62721445 in the Dutch Chamber of Commerce Trade Register)).

Transparency Road Map example

Supply Chain Transparency Objective (Examples)	Current Position/Baseline (Examples)	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
Appropriate ethical sourcing policy and procedures in place to comply with the ETI Base Code (or equivalent).	No current Ethical Sourcing policy or policy has not been reviewed in the last three years.	Review and create/update ethical sourcing policy with a view to undertake annual reviews		Head of Ethical Sourcing	Consultation costs	Up-to-date policy and procedures in place
	Ethical Sourcing procedures not aligned to ETI Base Code (or equivalent)	Review and update ethical sourcing procedures.				
	No system in place to provide visibility and monitoring of audit reports and corrective action plans	Join Sedex, or equivalent system			Sedex 'B' member fee - £37.50 per site per year.	
Ensure that those working for the organisation either directly or indirectly are equipped to deliver the organisation's commitment to ethical sourcing in all areas of their activities	There is no specific ethical sourcing training / briefing programme in place although ethical sourcing is covered during induction	Conduct a survey to identify training previously received by staff.		Director of HR	HR provisions	Staff understand how their role can affect labour standards at sites of production.
		Devise and implement training programme, or utilise external training e.g. ETI 'Essentials of Ethical Trade' course		Director of HR	Cost of training	Buying processes altered where appropriate to ensure positive effect on workers – e.g. provision of longer lead-in times

Supply Chain Transparency Objective (Examples)	Current Position/Baseline (Examples)	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
		Review training to evaluate learning and effectiveness		Director of HR	HR provisions	for orders to avoid excessive overtime in factories
Disseminate sourcing policy within the supply chain, with a view to incorporate and implement	No discussion with supply chain to determine ethical sourcing and transparency procedures	Converse with supply chain to determine current status		Head of ethical Sourcing/ Supply Chain		Supply chain understand organisation commitment to root out sourcing transgressions and modern day slavery
	Limited or no alignment of transparency/sourcing objectives	Assess current objectives				Alignment of objectives, with a view to develop and further collaborate
Undertake appropriate capacity building programme(s) at sites of supply in order to create tangible benefits for workers	No capacity building programmes currently in place	Review options for capacity building programmes, select most appropriate activities in consultation with the Client, and develop detailed project plan	Year 1			
		Initiate capacity building programmes	Year 2			
		Review capacity building programmes and produce outcomes/lessons learnt review	Year 3			

Appendix 1 to Clause A2 – The Ethical Trading Initiative (ETI) Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or

- in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.
- 1.5 LIVING WAGES ARE PAID**
- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.
- 1.6 WORKING HOURS ARE NOT EXCESSIVE**
- 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.
- 1.7 NO DISCRIMINATION IS PRACTISED**
- 1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 1.8 REGULAR EMPLOYMENT IS PROVIDED**
- 1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed- term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- 1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

1.10 NOTE ON THE PROVISIONS OF THIS CODE

- 1.10.1 The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 DEFINITIONS

Child

Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

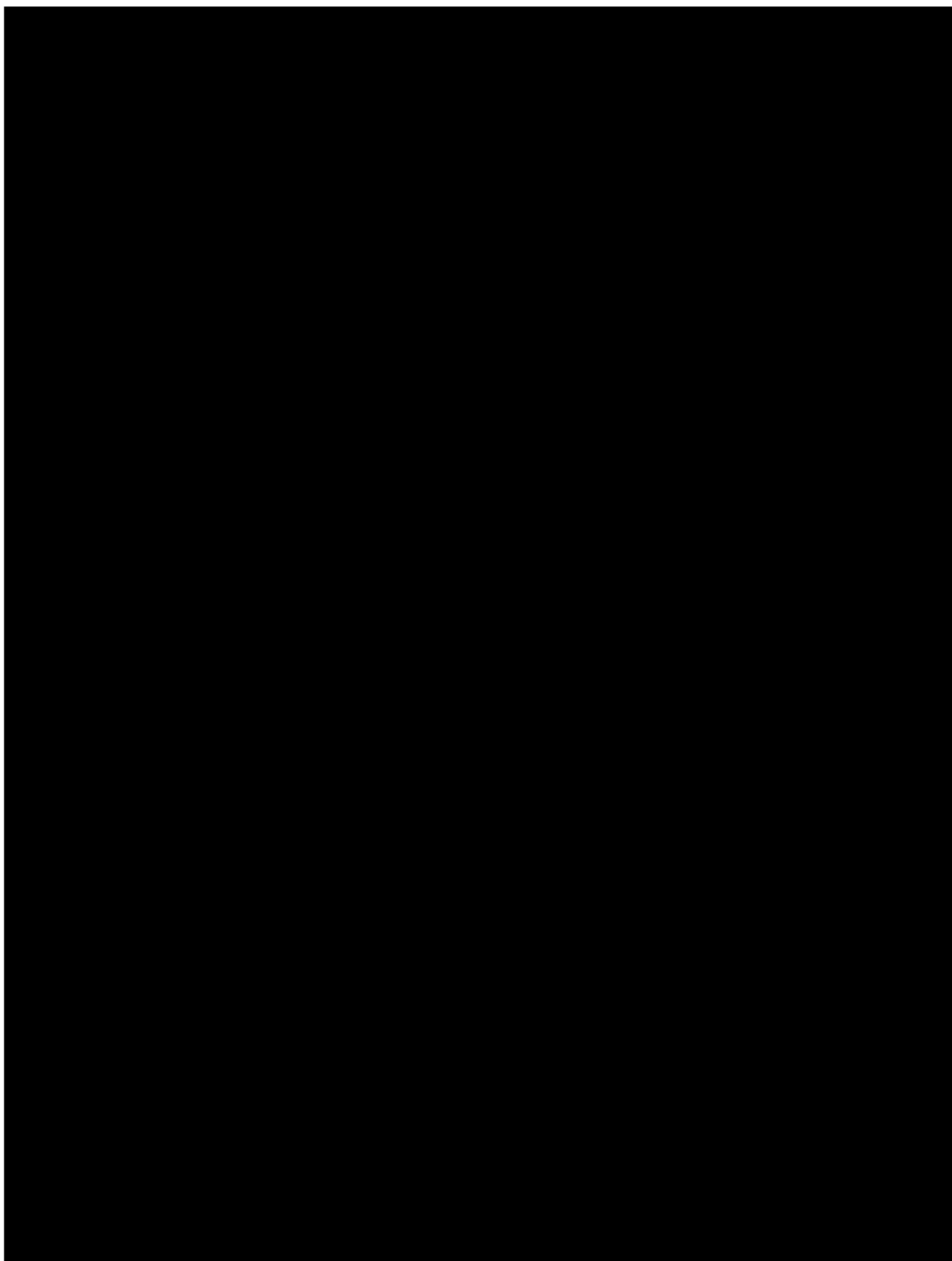
Young person

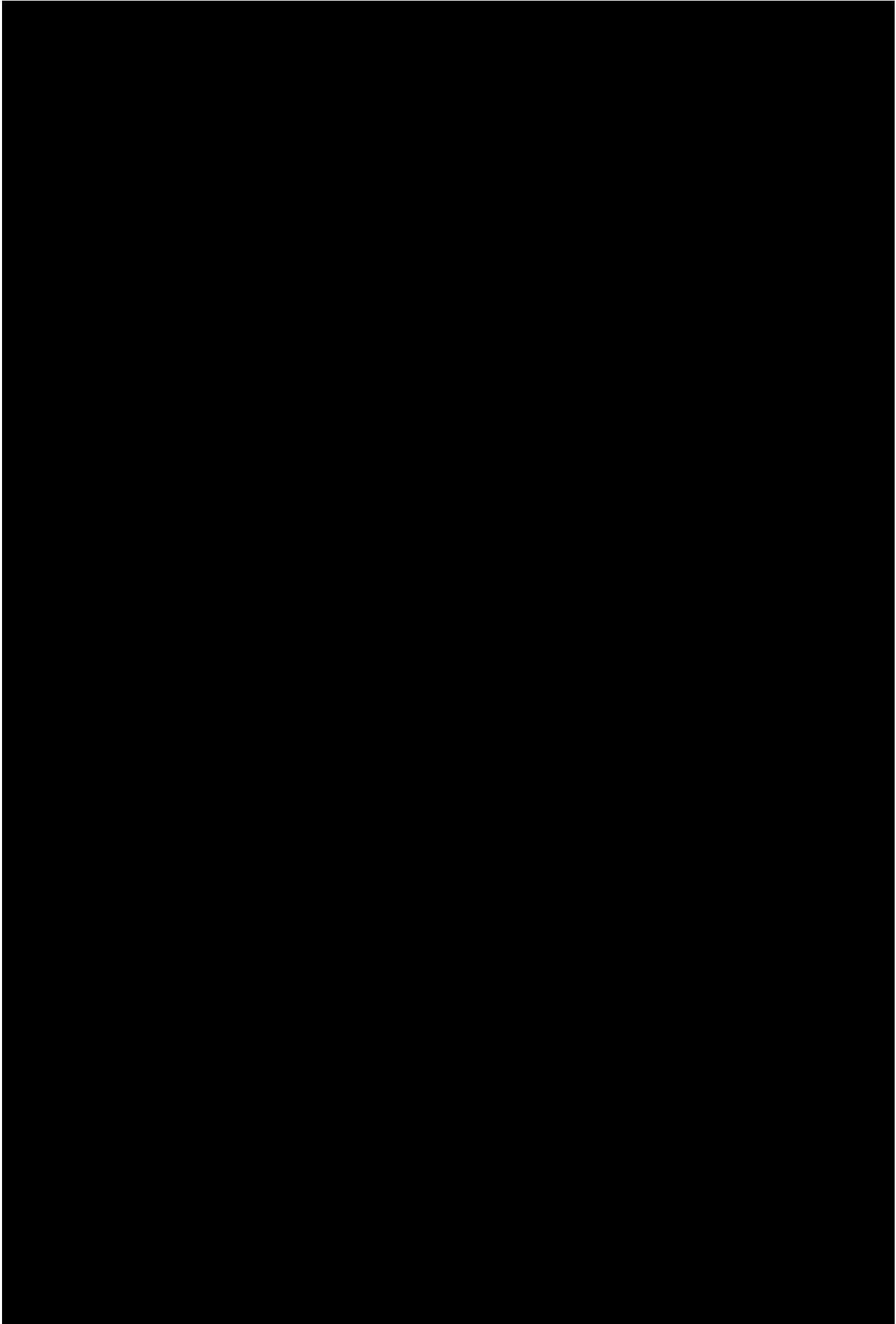
Any worker over the age of a child as defined above and under the age of 18.

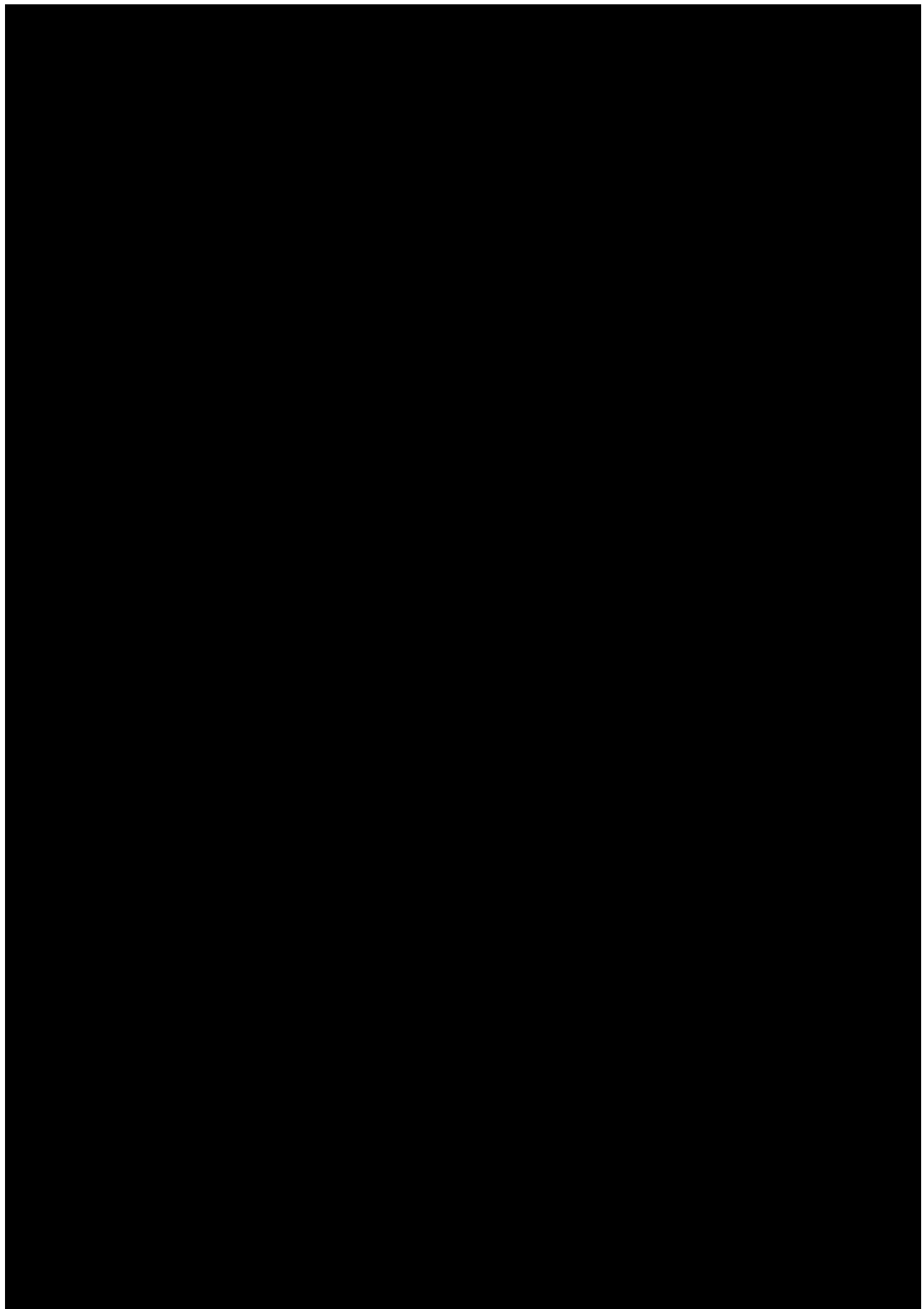
Child labour

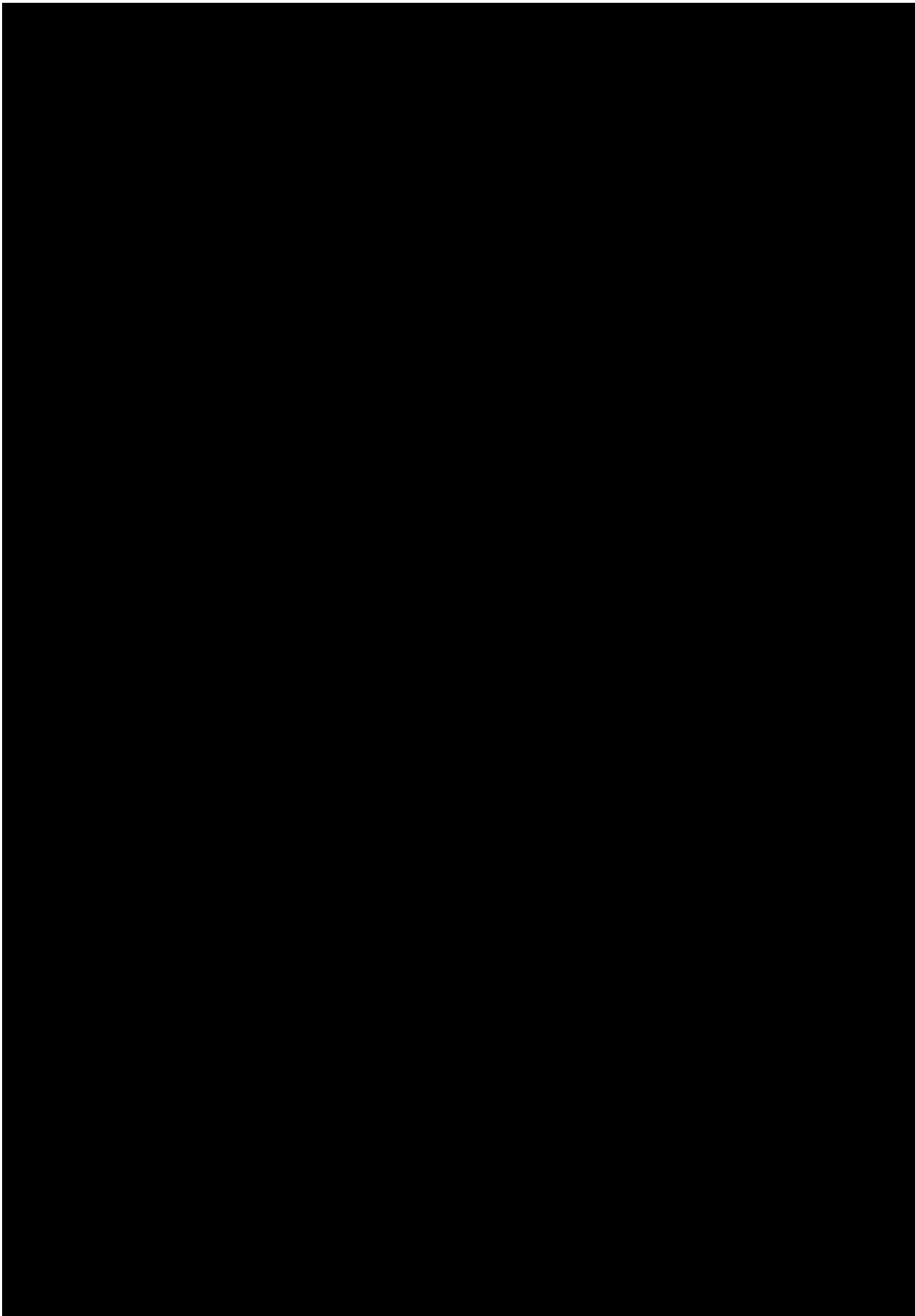
Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

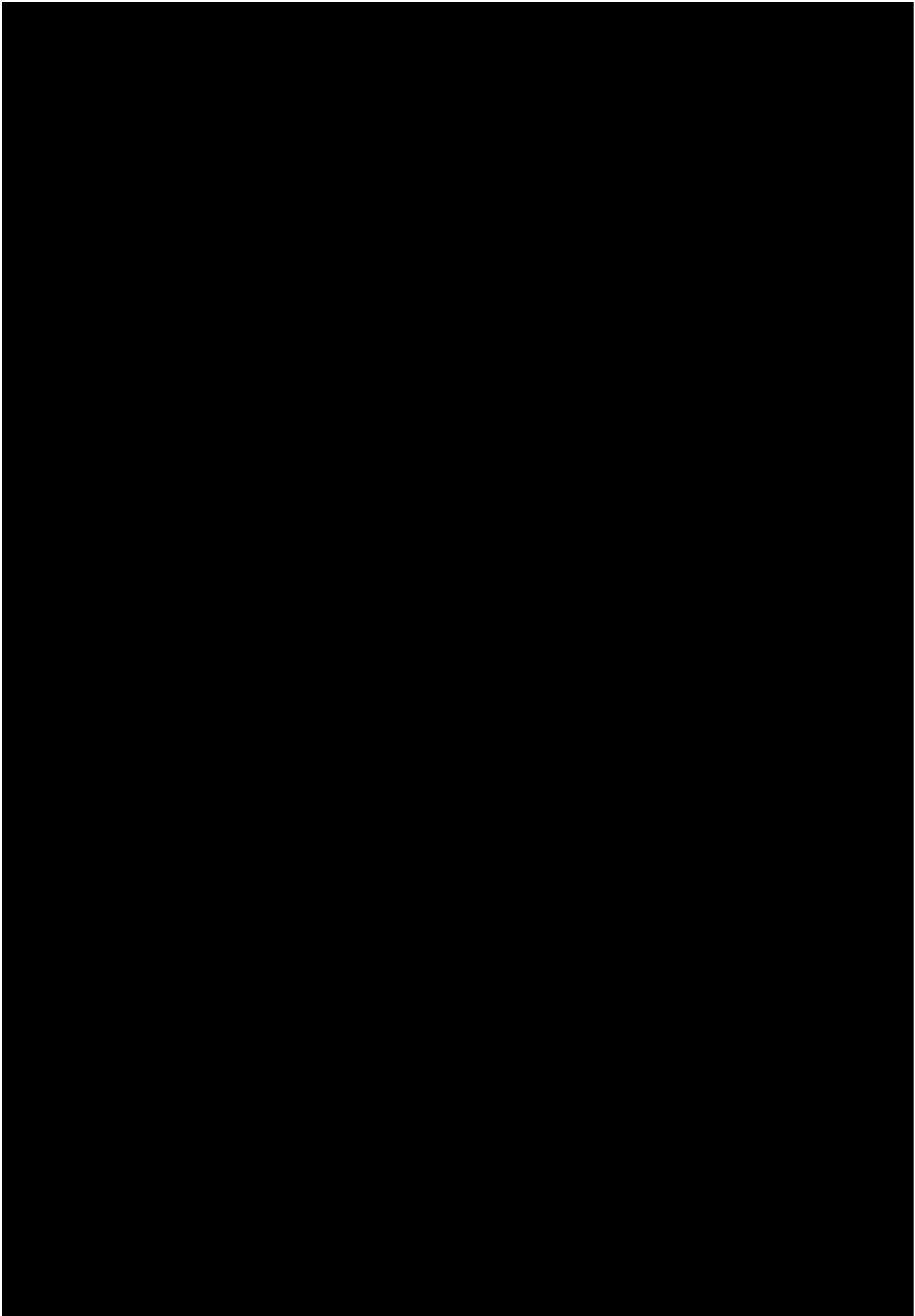
SCHEDULE 3 – SPECIFICATION

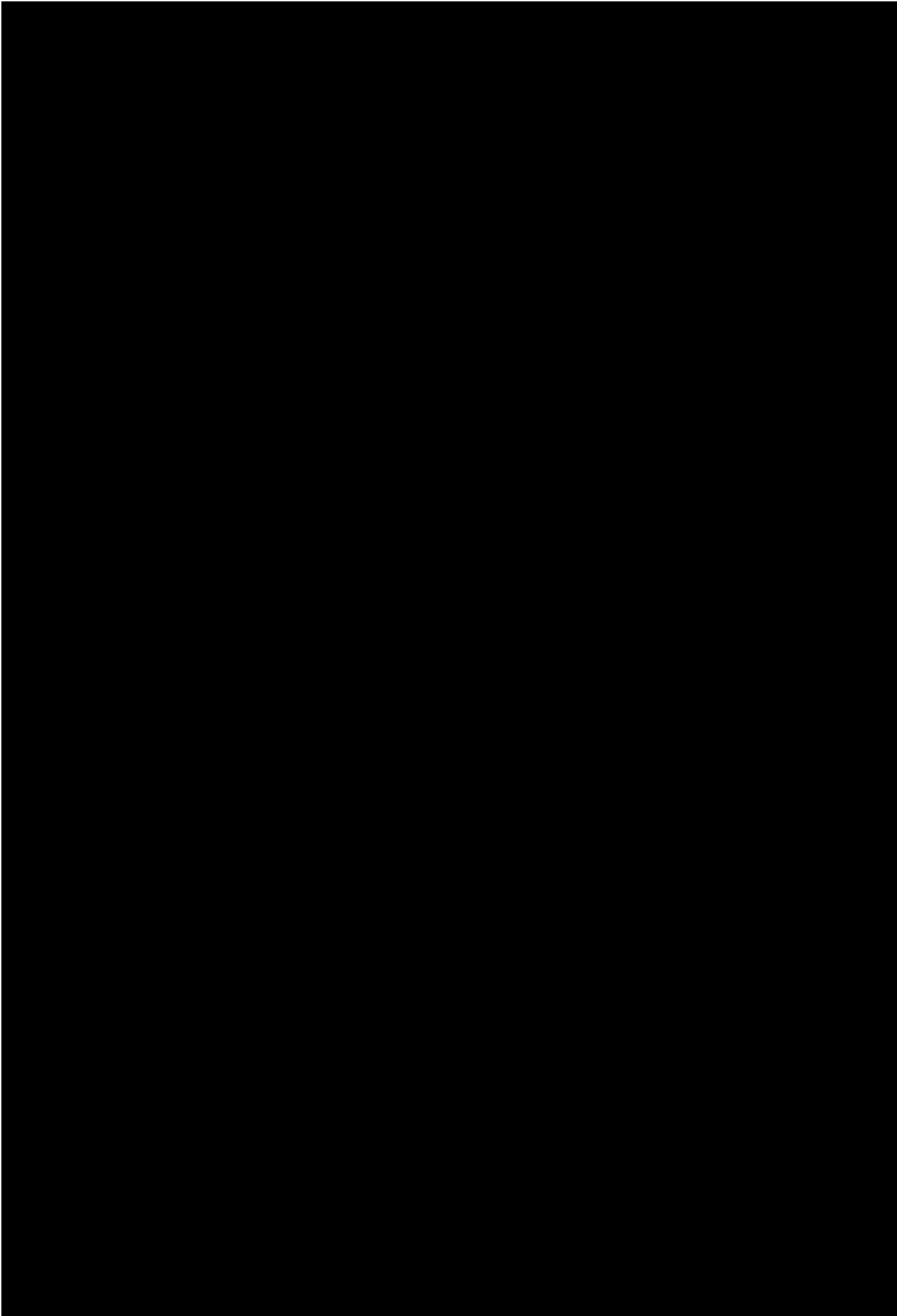


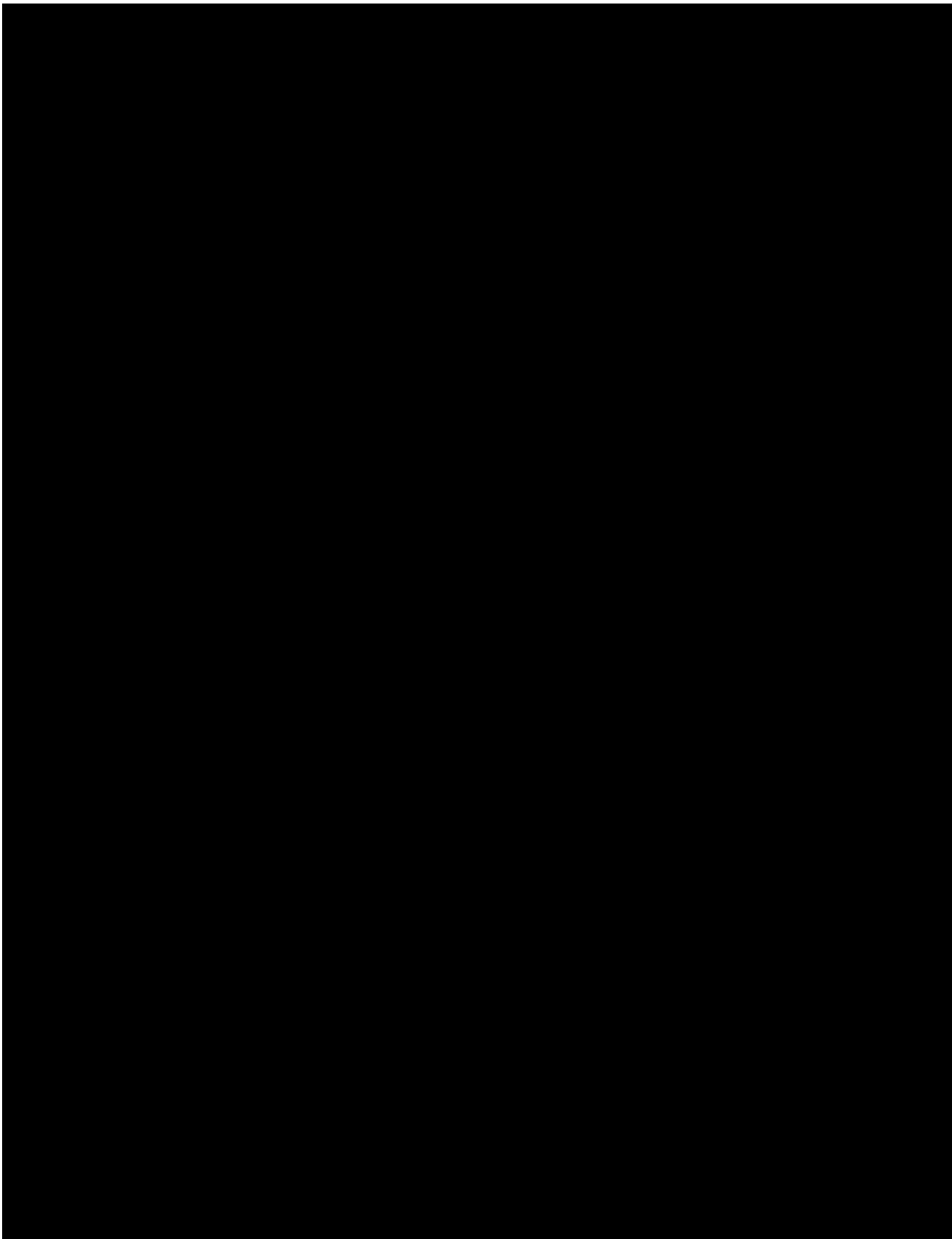


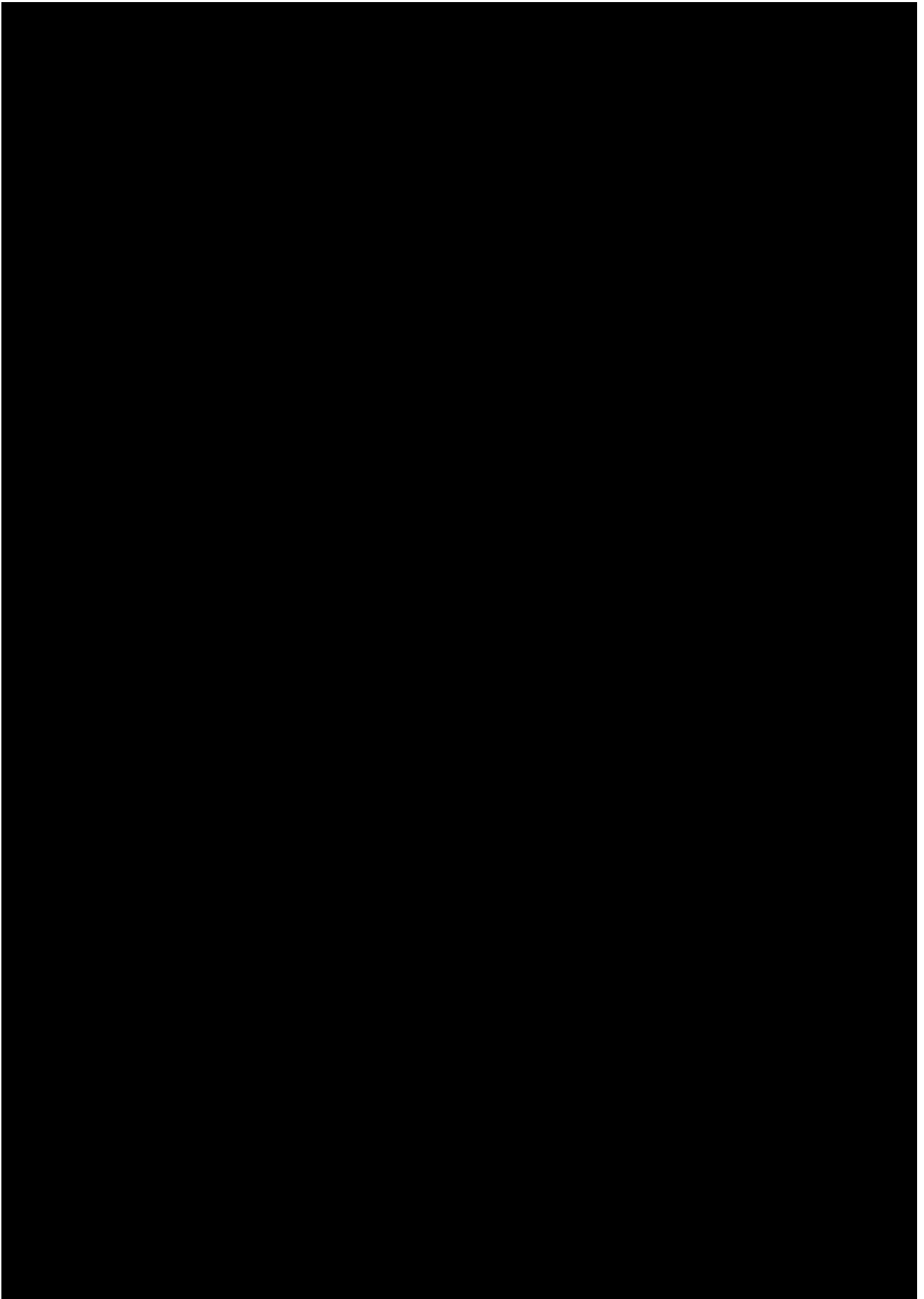






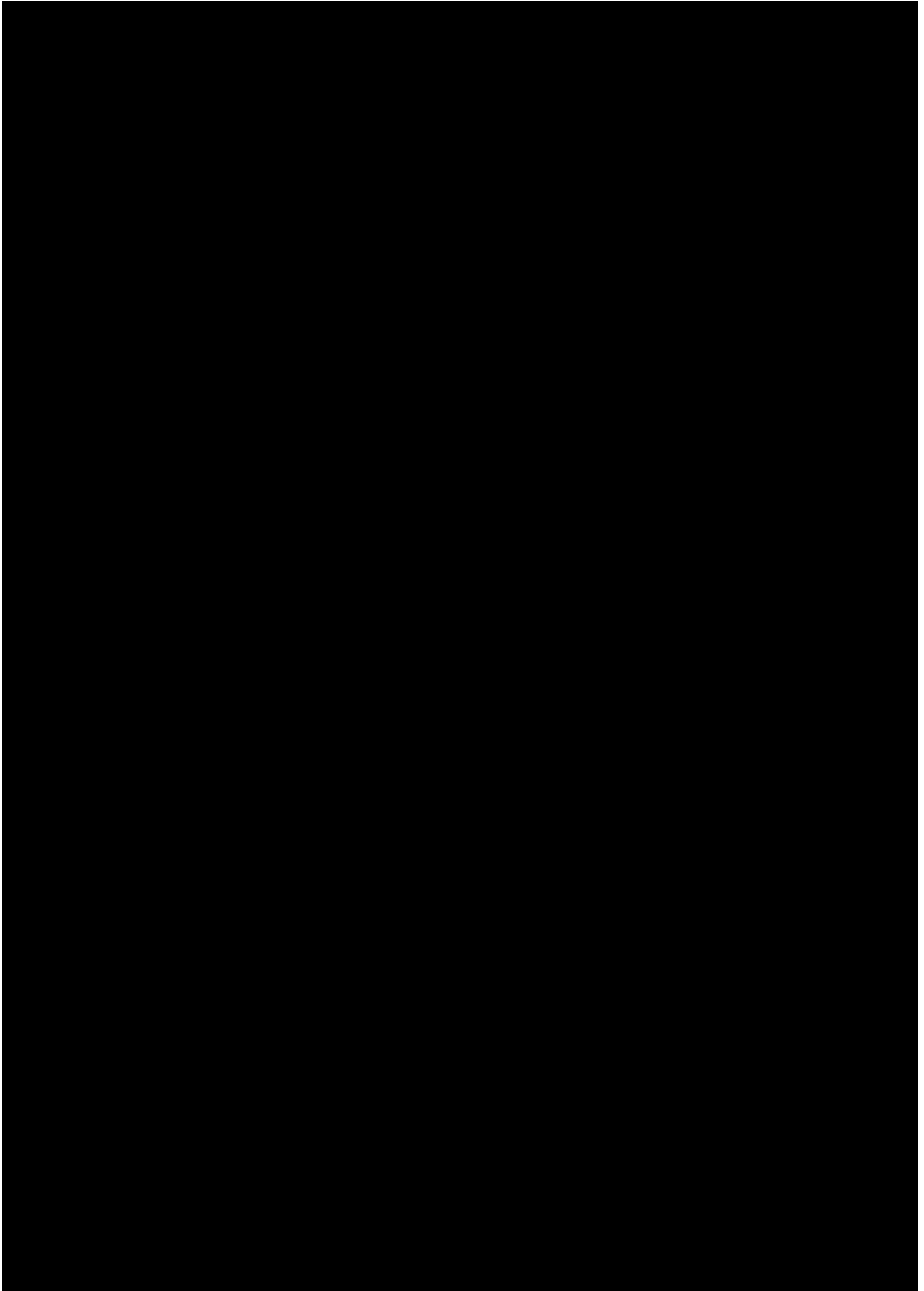


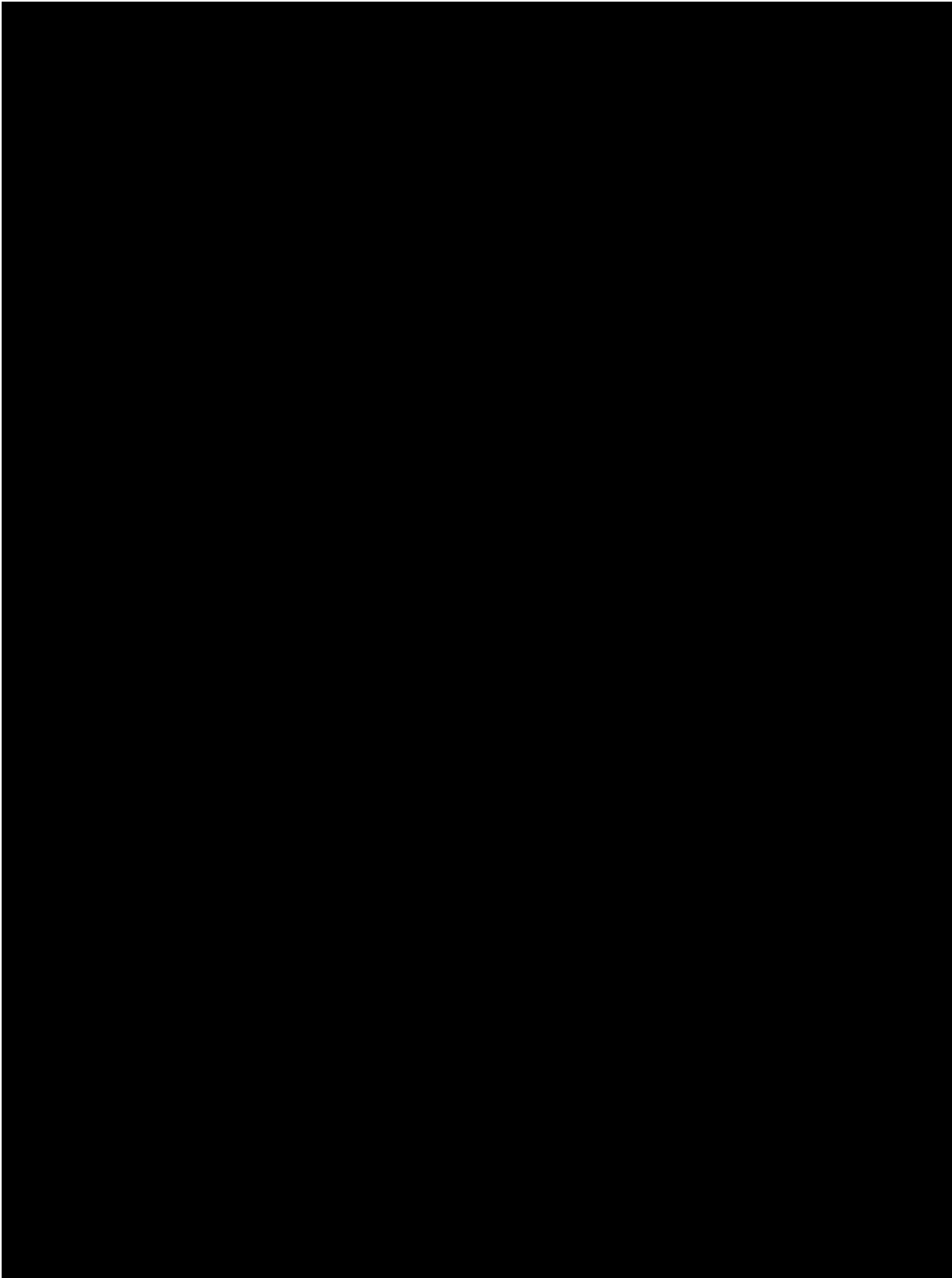




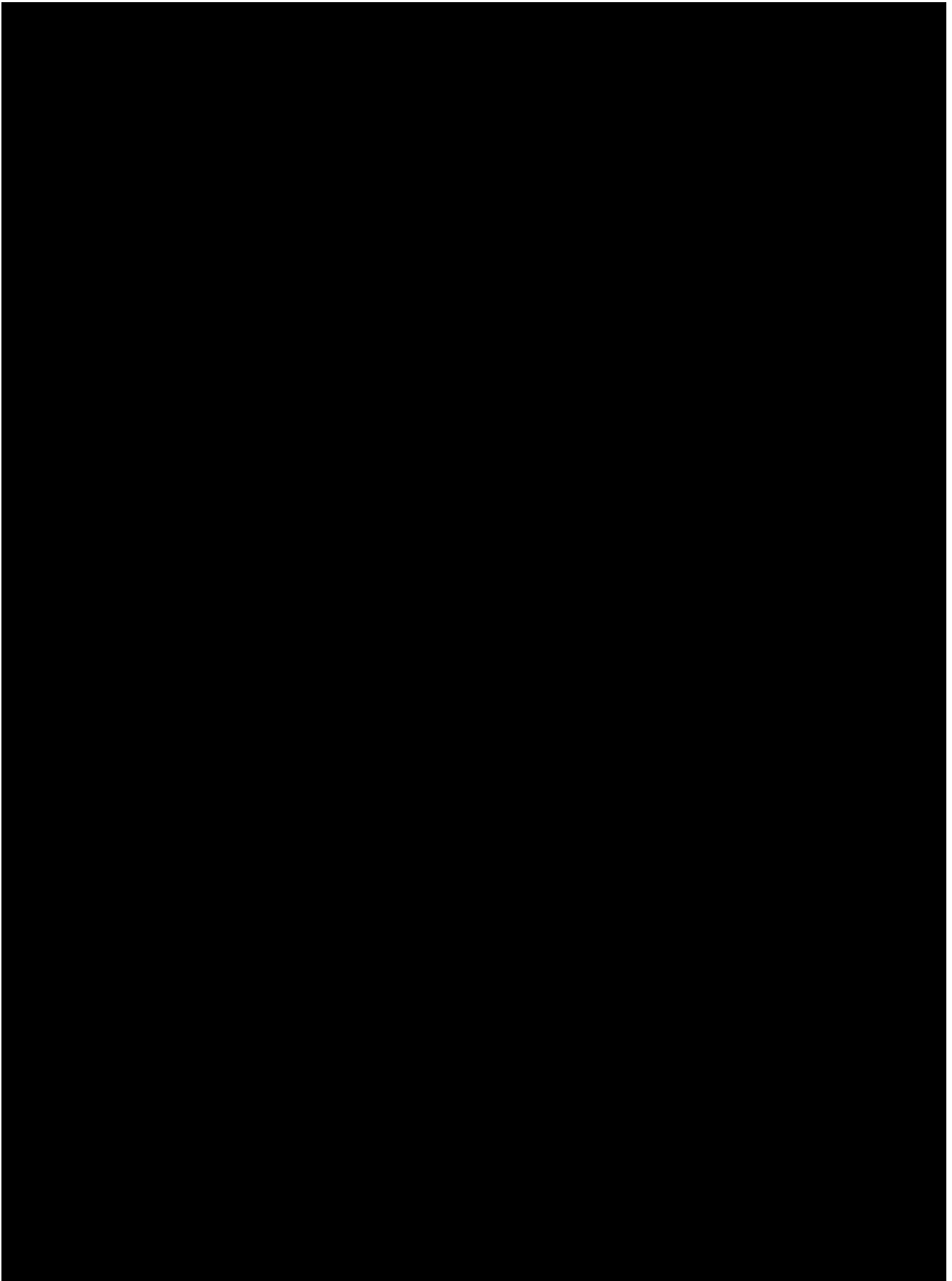


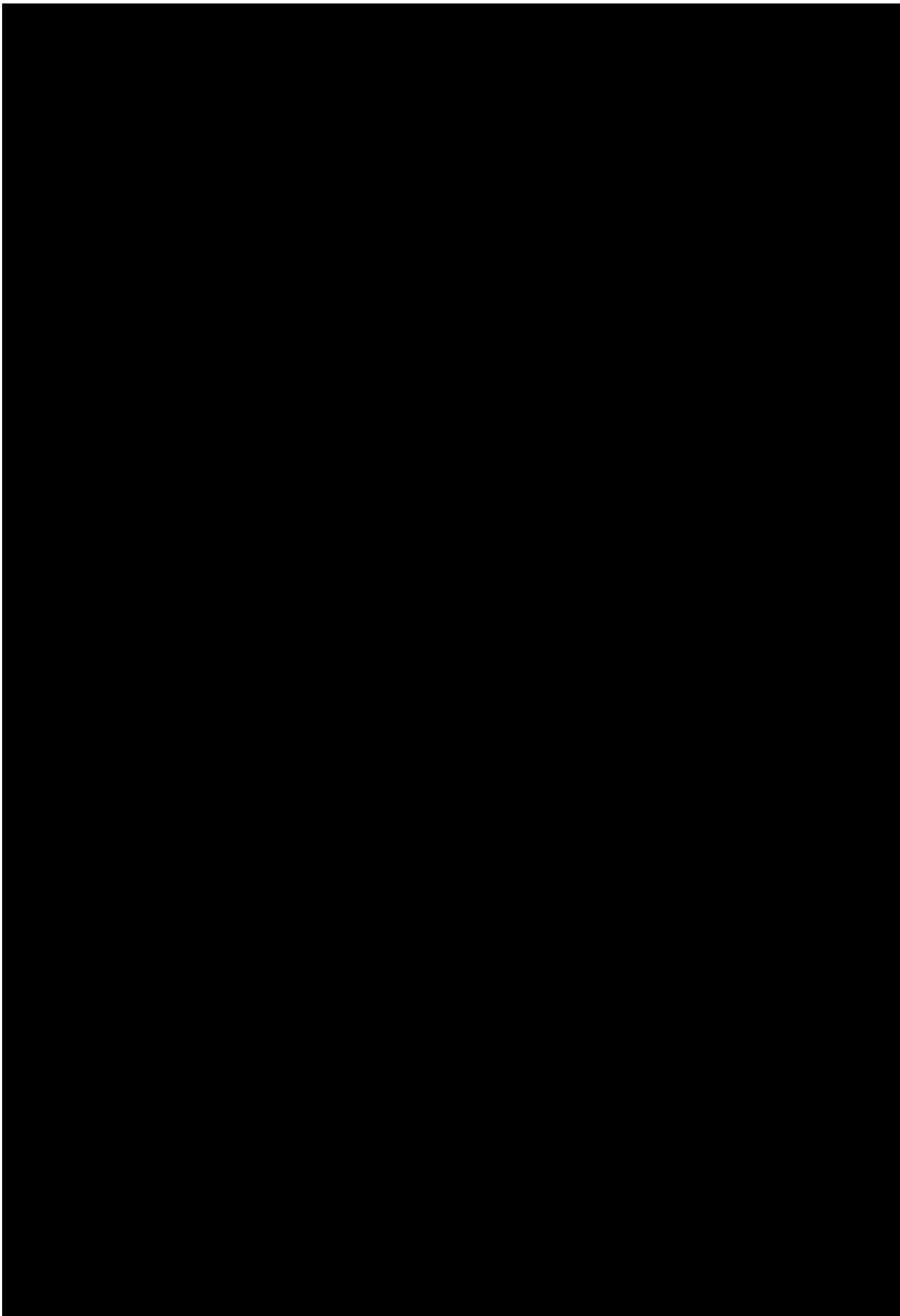
4. SERVICE / PERFORMANCE LEVELS

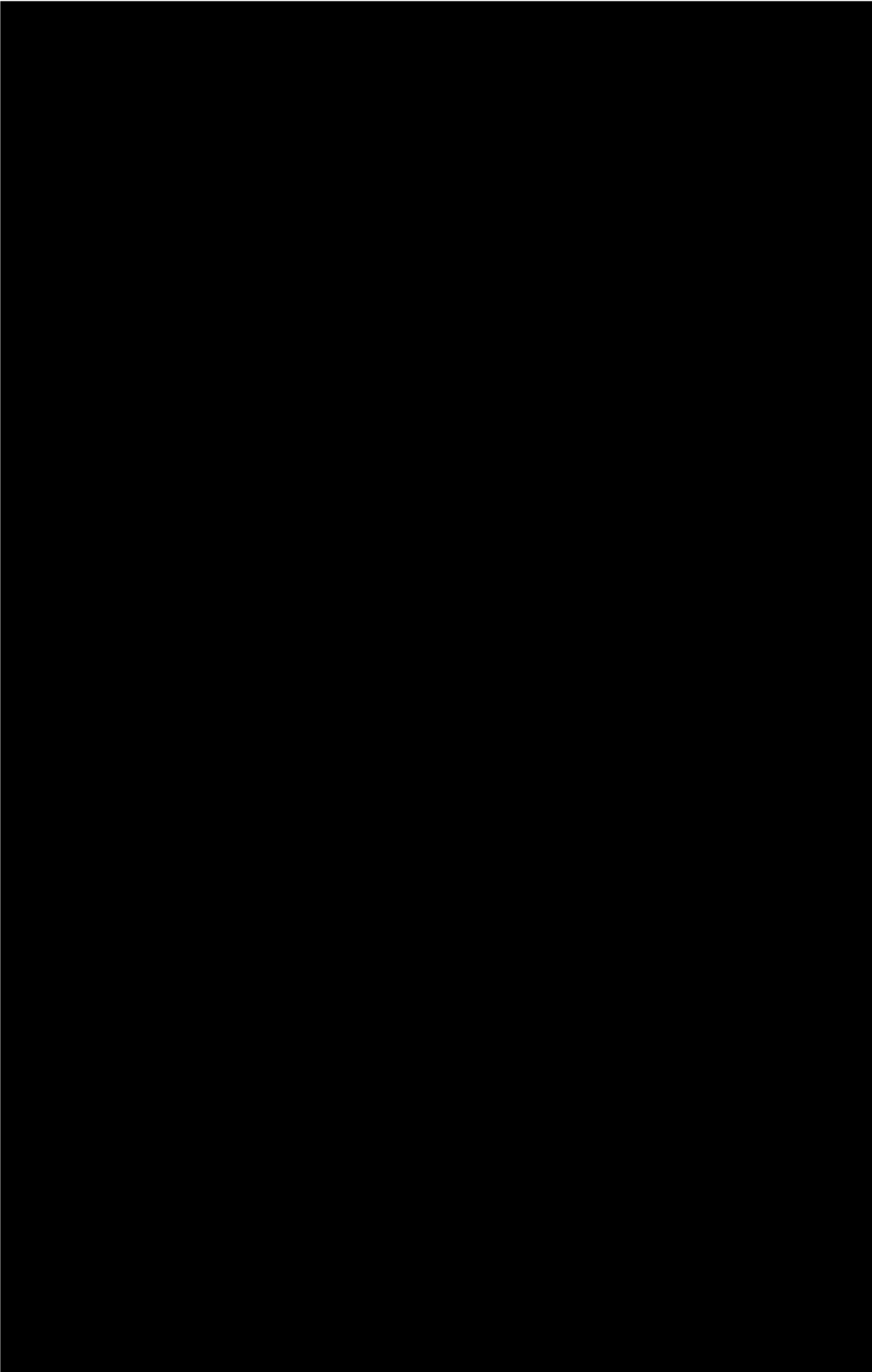


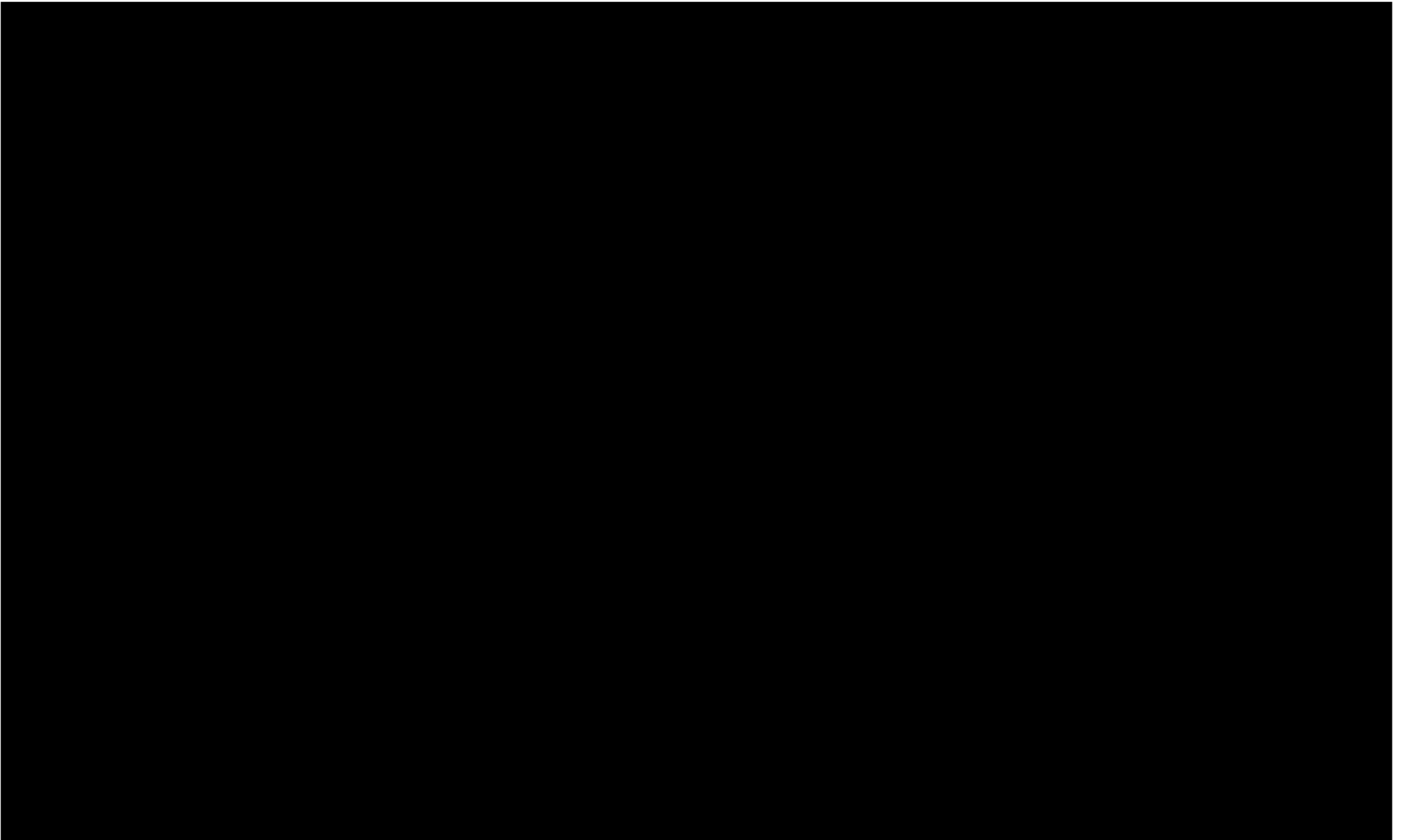


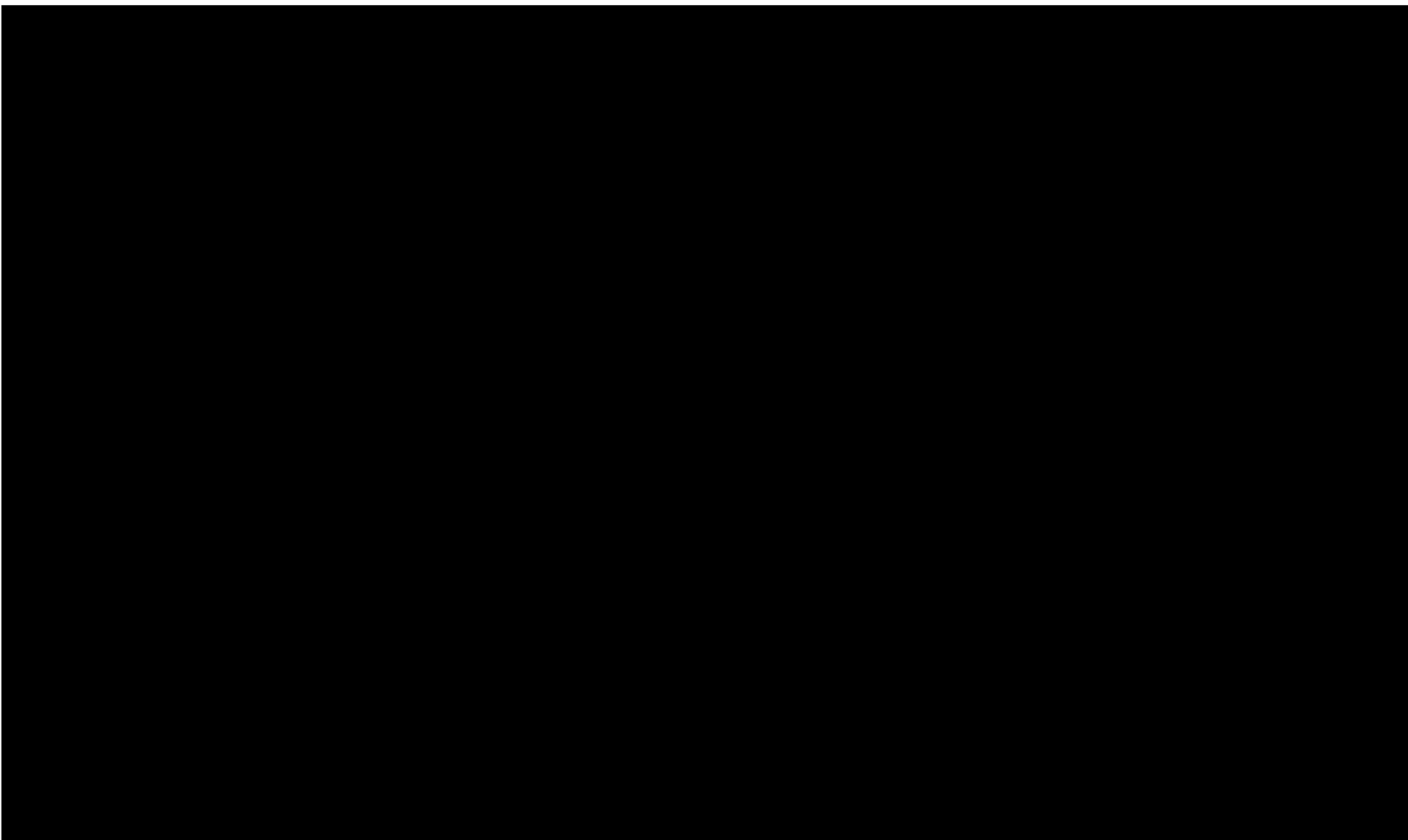
SCHEDULE 4 – CHARGES

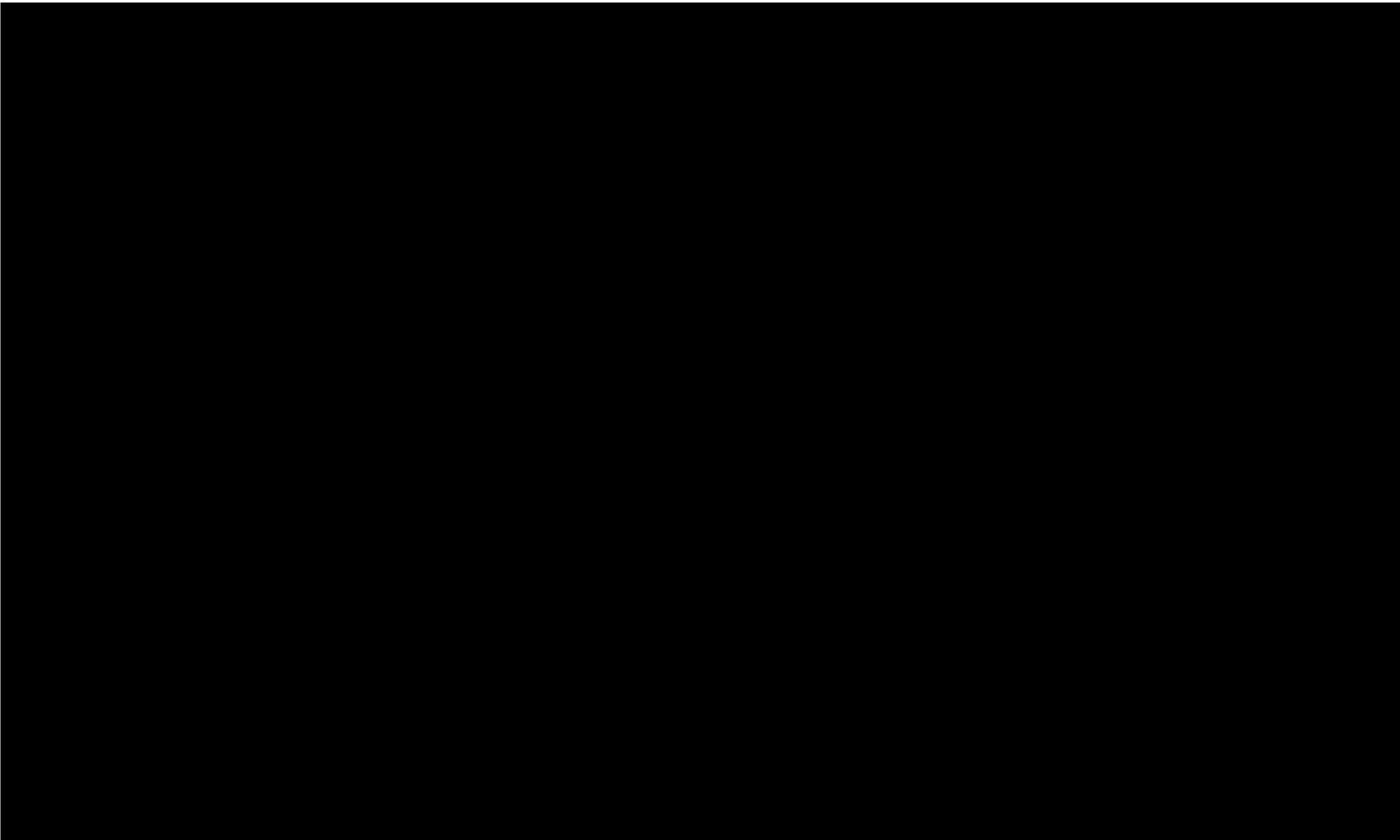


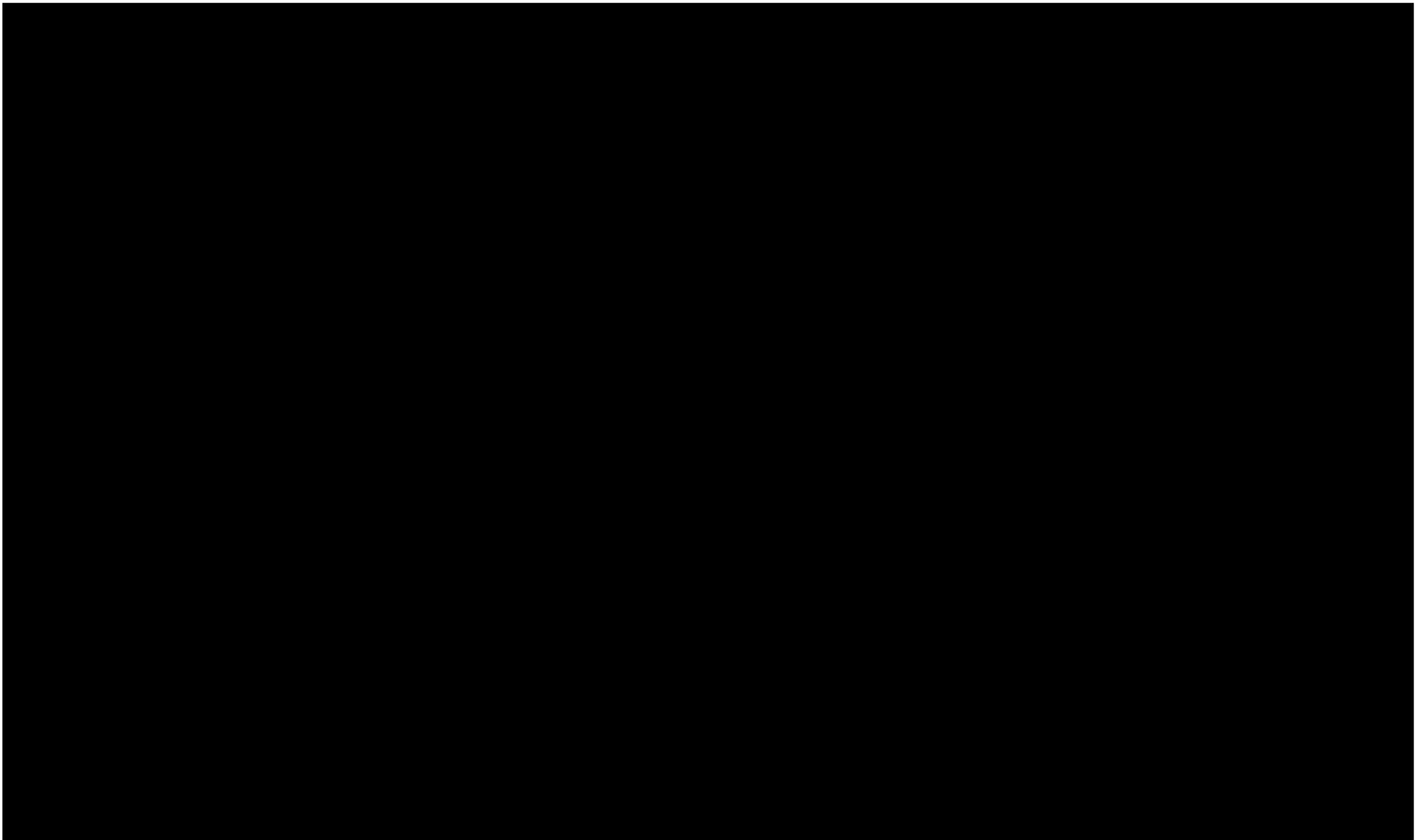


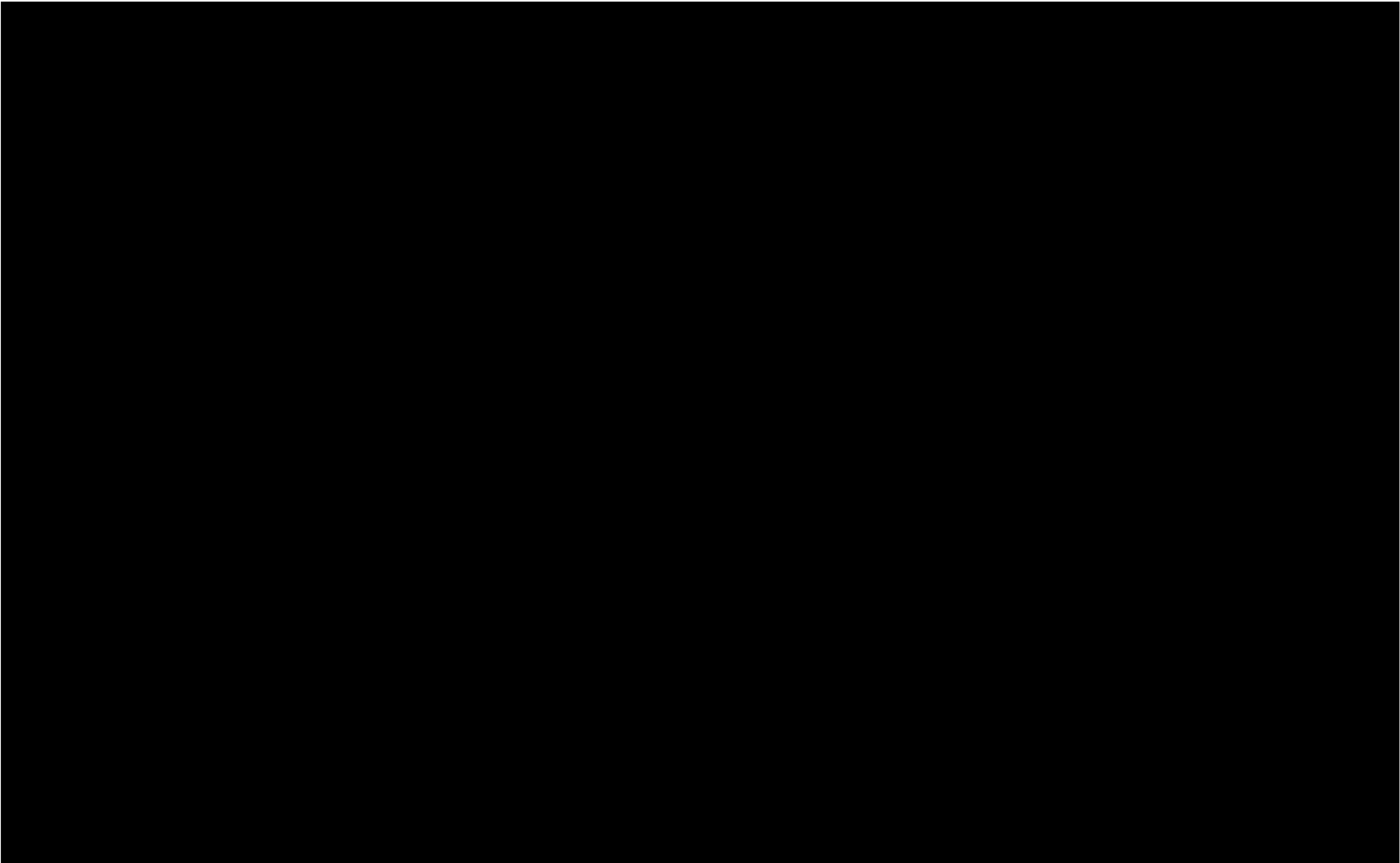




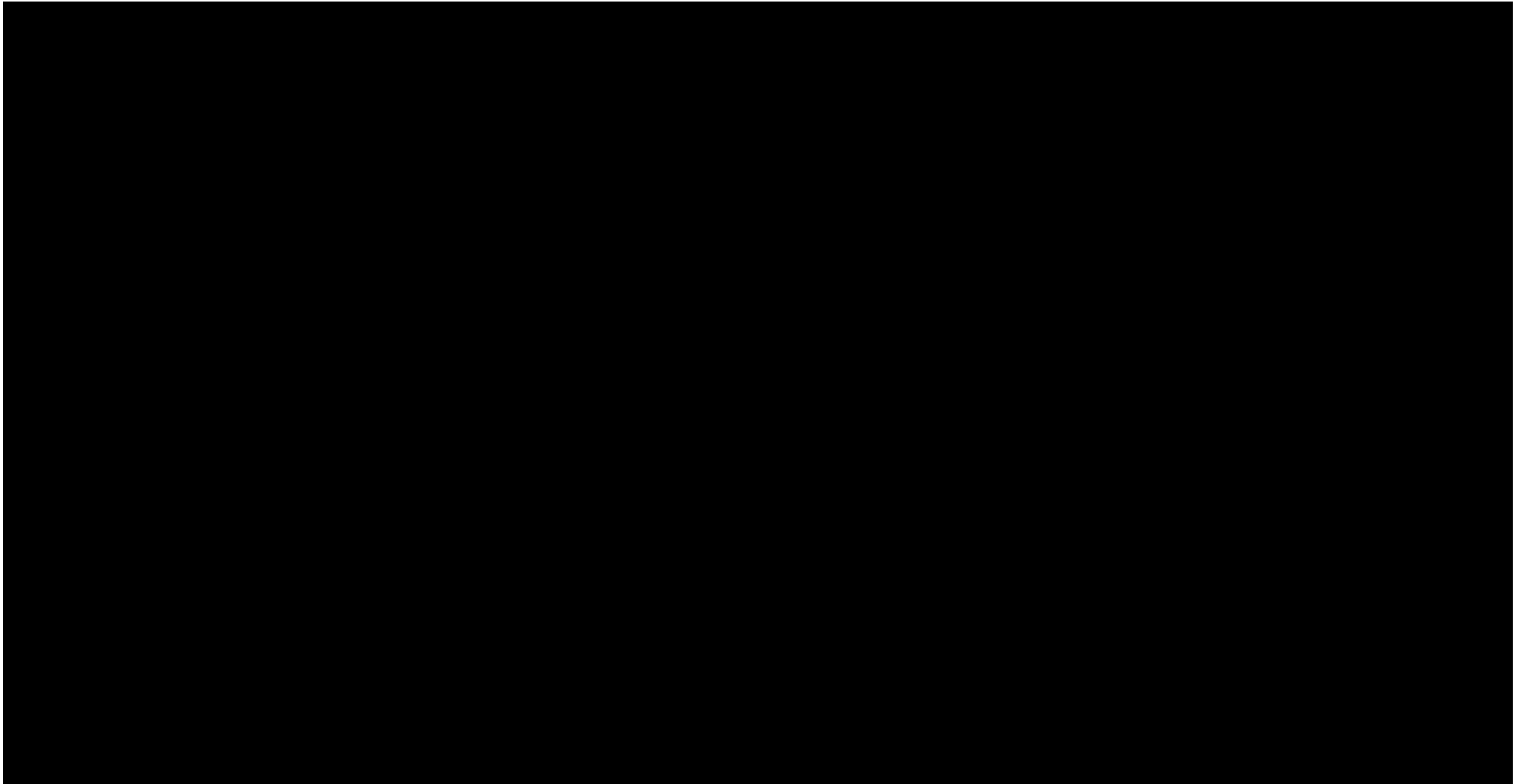








SCHEDULE 5 - PROOF OF SOLUTION PLAN



SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 40 of the Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Supplier and returned to the Procurement Manager as an acceptance by the Supplier of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SUPPLIER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

1. The Authority is developing a scheme and system whereby the Supplier may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Agreement within a time period less than the 30 days of receipt set out Clause 11.4.1 in consideration for a reduction in the Charges due thereunder (the **"Supply Chain Finance Option"**).
2. The Supplier hereby agrees that where such requests are made by the Supplier and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Supplier's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Supplier under this Agreement; and
 - 2.2 waiver by the Supplier of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

SCHEDULE 8 – RE-TENDER COOPERATION

[This Schedule should set out any specific requirements that will be required of the Supplier to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements]

SCHEDULE 9 - FORECAST