

**MAYOR OF LONDON**



Agreement Reference Number: tfl\_scp\_1270

Date: 13 June 2016

**Bus Origin & Destination Surveys**

**Lot 2 Data Processing**

**Framework Agreement  
for the Provision of Services**

**between**

**Transport For London**

**and**

**Tracsis Traffic Data Limited**

## Contents

Clause	Heading	Page
1.	DEFINITIONS AND INTERPRETATIONS .....	1
2.	FRAMEWORK AGREEMENT.....	9
3.	CALL-OFF PROCEDURE.....	10
4.	TERM OF AGREEMENT AND CALL-OFF CONTRACTS .....	11
5.	THE SERVICES .....	11
6.	CHARGES.....	12
7.	PAYMENT PROCEDURES AND APPROVALS.....	13
8.	WARRANTIES AND OBLIGATIONS .....	14
9.	CONTRACTUAL MANAGEMENT.....	15
10.	SERVICE PROVIDER'S PERSONNEL.....	16
11.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP .....	17
12.	CONFLICT OF INTEREST .....	19
13.	ACCESS TO PREMISES.....	19
14.	COMPLIANCE WITH POLICIES AND LAW.....	20
15.	CORRUPT GIFTS AND PAYMENT OF COMMISSION.....	22
16.	EQUIPMENT.....	22
17.	QUALITY AND BEST VALUE .....	23
18.	RECORDS, AUDIT AND INSPECTION .....	23
19.	SET-OFF.....	24
20.	INDEMNITY.....	24
21.	INSURANCE.....	24
22.	THE AUTHORITY'S DATA .....	25
23.	INTELLECTUAL PROPERTY RIGHTS .....	25
24.	PRIVACY AND DATA PROTECTION .....	26
25.	CONFIDENTIALITY AND ANNOUNCEMENTS .....	26
26.	FREEDOM OF INFORMATION AND TRANSPARENCY .....	27
27.	DISPUTE RESOLUTION.....	28
28.	BREACH AND TERMINATION OF AGREEMENT.....	29
29.	CONSEQUENCES OF TERMINATION OR EXPIRY .....	31
30.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT .....	32
31.	SURVIVAL.....	34
32.	RIGHTS OF THIRD PARTIES .....	34
33.	CONTRACT VARIATION.....	35
34.	NOVATION.....	35
35.	NON-WAIVER OF RIGHTS.....	35
36.	ILLEGALITY AND SEVERABILITY.....	35
37.	NOTICES.....	36
38.	ENTIRE AGREEMENT .....	36

39.	RELATIONSHIP OF THE PARTIES .....	37
40.	FURTHER ASSURANCE .....	37
41.	GOVERNING LAW .....	37
	SCHEDULE 1 - KEY AGREEMENT INFORMATION .....	39
	SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT .....	41
A1	PRIVACY AND DATA PROTECTION .....	41
A20	TRANSFER OF EMPLOYEES TO SERVICE PROVIDER .....	51
	APPENDIX 1 TO CLAUSE A20 .....	54
A21	TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION .....	55
	APPENDIX 1 TO CLAUSE A21 .....	1
A30	LONDON LIVING WAGE .....	3
A33	SUPPLIER DIVERSITY .....	5
	TFL SUPPLIER DIVERSITY DEFINITIONS .....	13
FA4	WORK RELATED ROAD RISK .....	22
	SCHEDULE 3 - SERVICES .....	27
	SCHEDULE 4 - RATES .....	47
	SCHEDULE 5 - REQUEST FORM .....	48
	SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE .....	55
	SCHEDULE 7 - FORM FOR VARIATION .....	62
	SCHEDULE 8 – EQUALITY & DIVERSITY, HEALTH & SAFETY .....	63
	SCHEDULE 9 – RE-TENDER COOPERATION .....	64



<b>"Agreement Commencement Date"</b>	the date for commencement of this Agreement specified in Schedule 1;
<b>"Agreement Reference Number"</b>	the reference number for this Agreement as set out in Schedule 1;
<b>"Authority"</b>	the Contracting Authority and or any TfL Group member utilising this Agreement;
<b>"Business Day"</b>	any day excluding Saturdays, Sundays or public or bank holidays in England;
<b>"Call-Off Contract"</b>	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
<b>"Call-Off Contract Number"</b>	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
<b>"Call-Off Co-ordinator"</b>	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
<b>"Call-Off Term"</b>	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
<b>"Cessation Plan"</b>	<p>a plan agreed between the Parties or determined by the Authority pursuant to Clause 30:</p> <ul style="list-style-type: none"> <li>(a) to give effect to a Declaration of Ineffectiveness; or</li> <li>(b) to give effect to a Public Procurement Termination Event;</li> </ul>
<b>"Charges"</b>	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
<b>"Confidential Information"</b>	all information (whether written or verbal) that by its nature may

reasonably be regarded as confidential to the Authority (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority;

**“Contract Information”**

- (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and
- (ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

**“Declaration of Ineffectiveness”**

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 45J the Utilities Contracts Regulations 2006;

**“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 Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of this 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

**“Holding Company”**

Majeure Event or its impact;

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

**“Insolvency Event”**

any of the following:

- (a) the Service Provider and/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 Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider 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);
- (d) either or both the Service Provider 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;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying; or
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

<b>“Intellectual Property Rights”</b>	any patent, know-how, trade mark or name, service mark, design right, 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, 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;
<b>“Key Personnel”</b>	the Service Provider’s key personnel named as such in Schedule 1 or any relevant Call-Off Contract;
<b>“Losses”</b>	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;
<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Project Plan”</b>	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
<b>“Procurement Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

<b>"Proposal"</b>	the Service Provider's offer to provide Services in response to a Request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
<b>"Public Procurement Termination Event"</b>	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
<b>"Request Form"</b>	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service Provider by the Authority from time to time;
<b>"Required Date"</b>	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
<b>"Service Provider Equipment"</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Call-Off Contract;
<b>"Service Provider's Manager"</b>	the person who is identified as the Service Provider's Manager in the Call-Off Contract for the relevant Services;
<b>"Service Provider's Personnel"</b>	all such person, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;

<b>"Services"</b>	<p>(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under a Call-Off Contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 32; 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 the Call-Off Contract;</p>
<b>"Specification"</b>	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;
<b>"Term"</b>	the period during which this Agreement continues in force as set out in Schedule 1;
<b>"TfL"</b>	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
<b>"TfL Group"</b>	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 <b>"member of the TfL Group"</b> shall refer to TfL or any such subsidiary;
<b>"TfL Premises"</b>	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority);
<b>"Transparency Commitment"</b>	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; and

**"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.

- 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 this 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 this 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:
  - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
  - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
  - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
  - 1.8.1 each Call-Off Contract;

- 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 Call-Off Contract;
- 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; and
- 1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

## **2. Framework Agreement**

- 2.1 The purpose of this Agreement is to:
  - 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
  - 2.1.2 provide the framework to administer each Call-Off Contract; and
  - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. 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 services similar to or the same as the Services.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

### **3. Call-Off Procedure**

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 3.2 The Authority will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5, specifying the Services to be provided, in which event:
  - 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
  - 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal as an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
  - 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return the same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.3 Each Call-Off Contract 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 Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.

3.9 Where reasonably requested to do so by the Greater London Authority ("GLA") or any of its other functional bodies (currently, the London Legacy Development Corporation, the Mayor's Office for Policing and Crime, the London Fire and Emergency Planning Authority and the Old Oak and Park Royal Development Corporation) ("Functional Bodies") and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or appropriate Functional Body on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

#### **4. Term of Agreement and Call-Off Contracts**

4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.

4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.

4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

#### **5. The Services**

5.1 The Service Provider:

5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;

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 Call-Off Contract;

5.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the relevant Call-Off Contract due to any misinterpretation or

misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Agreement or relevant Call-Off Contract; and

- 5.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off Contract.
- 5.2 Notwithstanding anything to the contrary in this 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 Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:
  - 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers 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 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
  - 5.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Call-Off Contract is not being or is unable to be performed.

## **6. Charges**

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider in accordance with the relevant Call-Off Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

6.3 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.

6.4 In the event of a variation to the Services due the to the volumes processed and in accordance with this Agreement or the relevant Call-Off Contract, the Service Provider shall pro rata the Charges for the Services.

## **7. Payment Procedures and Approvals**

7.1 The Service Provider shall invoice the Authority in respect of the Charges:

7.1.1 monthly in arrears during the Call-Off Contract Term; or

7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or

7.1.3 if specified in a Call-Off Contract, on completion of each Milestone. It is a condition precedent of the submission of an invoice on completion of a Milestone that all preceding Milestones specified in the relevant Call-Off Contract have been completed.

7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract or where an electronic format for submission of invoices is set out in each Call-Off Contract, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority account details, the Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.

7.4 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 7, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:

7.4.1 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 or such other time period as may be specified in the relevant Call-Off Contract;

7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider 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.

7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:

7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or

7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

7.6 Except where otherwise provided in a Call-Off Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Call-Off Contract.

7.7 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 or a Call-Off Contract 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 Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

## **8. Warranties and Obligations**

8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

8.1.1.1 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 any relevant Call-Off Contract; and

8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

8.1.1.3 is entering into this Agreement and any relevant Call-Off Contract 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 and any relevant Call-Off Contract;

8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;

8.1.3 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification set out in the relevant Call-Off Contract; and

8.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

8.2 Each warranty and obligation in this Clause 8 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.

## **9. Contractual Management**

9.1 The Contracting Authority authorises the Procurement Manager to act as the Contracting Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters

arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.

9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel shall procure that they:

9.2.1 diligently supervise the performance of the Services;

9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and

9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or any relevant Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).

9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

## **10. Service Provider's Personnel**

10.1 The Parties agree that:

10.1.1 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) do not apply on the Agreement Commencement Date or on the expiry or termination of this Agreement; and

10.1.2 where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to any Call-off Contract, the relevant optional clauses will be included in the Call-Off Contract.

10.2 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off Contract and the Service Provider shall be responsible for making appropriate deductions

for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 10.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Call-Off Contract. All Service Provider Personnel deployed on work relating to the Call-Off Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 10.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any TfL Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).
- 10.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the relevant Call-Off Contract and shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 10.2 shall apply to the proposed replacement personnel.
- 10.6 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the TfL Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 10.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

## **11. Sub-Contracting and Change of Ownership**

- 11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may be refused or granted subject to such conditions as the Authority sees fit.

11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

11.2.2 be responsible for payments to that person; and

11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the 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 Service Provider;

11.2.4 on or before the Agreement 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 Service Provider to the Authority under the Agreement;

11.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 11.2.4 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 Agreement Commencement Date;

11.2.6 without prejudice to the provisions of Clause 14, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

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

11.2.7.1 requiring payment to be made by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract, 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; and

11.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, 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.

11.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

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

11.3.2 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, and

11.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, 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 Service Provider.

Upon the occurrence of any of the events referred to at Clauses 11.3.1 – 11.3.3 above, the Authority shall have the right to terminate the Agreement and any relevant Call-Off Contract.

## **12. Conflict of Interest**

12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.

12.2 The Service Provider 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 Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

## **13. Access to Premises**

13.1 Subject to Clause 10.3 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-

Off Contract Term, for the avoidance of doubt, the Service Provider shall be responsible for its own costs of travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

13.1.1 have the use of such TfL 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 TfL Premises;

13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;

13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;

13.1.4 ensure that the Service Provider'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; and

13.1.5 not damage the TfL Premises or any assets on the TfL Premises.

13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.

13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

#### **14. Compliance with Policies and Law**

14.1 The Service Provider, at no additional cost to the Authority:

14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 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 TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;

14.1.2 shall provide the Services in compliance and ensure that the Service Provider'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 Service Provider's business or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;

14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

14.1.4 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 Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

14.1.5 acknowledges that TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

14.1.5.2 eliminate unlawful discrimination; and

14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable TfL to satisfy its duty;

14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall 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 Service Provider from time to time. For the purposes of this Clause 14.1.6, "Traffic Manager" means TfL's

traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)).

14.3 In providing the Services, the Service Provider 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 Service Provider's activities may impact on the environment) to the need to:

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

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

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

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

## **15. Corrupt Gifts and Payment of Commission**

The Service Provider 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 the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

## **16. Equipment**

16.1 Risk in:

16.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

16.2 The Service Provider shall ensure that all Service Provider's Equipment and all Materials meet all minimum safety standards required from time to time by law.

## 17. **Quality and Best Value**

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL 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 Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

## 18. **Records, Audit and Inspection**

18.1 The Service Provider shall, and shall procure that its sub-contractors shall:

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement and the relevant Call-Off Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

18.1.2 retain all Records during the Term and Call-Off 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 section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary following termination or expiry of this Agreement or relevant Call-Off Contract ("**Retention Period**").

18.2 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 Service Provider what the Authority considers to be reasonable

notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 14.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

## **19. 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 Contracting Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Agreement or under any other contract with any member of the TfL Group who may recover such amount as a debt.

## **20. Indemnity**

20.1 Subject to Clause 20.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL 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 direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).

20.2 The Service Provider 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 this Agreement or Call-Off Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees or agents.

## **21. Insurance**

21.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of £5 million 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:

21.1.1 public liability minimum cover requirement of £10 million per incident to cover injury and loss to third parties;

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

21.1.3 product liability; and

21.1.4 professional indemnity minimum cover requirement of £2 million per incident and in the aggregate per annum for the duration of the Agreement and for 6 years after the expiry or termination of the Agreement. Where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 21.1.3 or, if applicable, the public liability insurance referred to in Clause 21.1.1. 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 or relevant Call-Off Contract.

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

21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.

21.4 The Service Provider 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 21.1 being or becoming void, voidable or unenforceable.

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

## **22. The Authority's Data**

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

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

## **23. Intellectual Property Rights**

23.1 The Service Provider 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 a on behalf of the Service Provider in the provision of the Services ("the Products") provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.

- 23.2 The Service Provider 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.
- 23.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 23.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

#### **24. Privacy and Data Protection**

- 24.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement, any relevant Call-Off Contract and Schedule 2.

#### **25. Confidentiality and Announcements**

- 25.1 Subject to Clause 26, the Service Provider will keep confidential:
- 25.1.1 the terms of this Agreement and all Call-Off Contracts; and
- 25.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 25.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.
- 25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:
- 25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

- 25.3.2 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
- 25.3.3 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, agent and sub-contractors.
- 25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.
- 25.5 The Service Provider 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 Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off Contract 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.
- 25.6 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

## **26. Freedom of Information and Transparency**

- 26.1 For the purposes of this Clause 26:
- 26.1.1 **"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 for Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 26.1.2 **"Information"** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 26.1.3 **"Information Access Request"** means a request for any Information under the FOI Legislation.
- 26.2 The Service Provider acknowledges that the Authority:
- 26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

- 26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to this Agreement or a Call-Off Contract, the Services or any member of the TfL 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
- 26.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or 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.
- 26.4 The Authority shall be responsible for determining whether Information is exempt information 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.
- 26.5 The Service Provider 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.
- 26.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 26.7 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.
- 26.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 26.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

## **27. Dispute Resolution**

- 27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract ("**Dispute**") before resorting to litigation.
- 27.2 If the Dispute is not settled through discussion between the Procurement Manager and a representative of the Service Provider 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.
- 27.3 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.
- 27.4 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.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, 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.
- 27.6 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.
- 27.7 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 40.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 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 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

## **28. Breach and Termination of Agreement**

- 28.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
- 28.1.1 in addition and without prejudice to Clauses 28.1.2 to 28.1.6 (inclusive), the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) 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 Service Provider giving details of the breach and requiring it to be remedied; or
  - 28.1.2 the Service Provider is subject to an Insolvency Event; or
  - 28.1.3 in the event that there is a change of ownership referred to in clause 11.3 or the Service Provider is in breach of Clause 11.3; or
  - 28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
  - 28.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
  - 28.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative contractor.
- 28.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever,

for any failure or delay in performing its obligations under the relevant Call-Off Contract 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 relevant Call-Off Contract ("**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 Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 28.3 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.

28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.4 may be disapplied by notice to that effect in Schedule 1.

28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

## **29. Consequences of Termination or Expiry**

29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the 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 9. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

29.2 The termination or expiry of this 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.

29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

29.3.1 the Service Provider shall, at no further cost to the Authority:

29.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

29.3.1.2 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.

29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), 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 Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services 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 Service Provider as a debt.

### **30 Declaration of Ineffectiveness and Public Procurement Termination Event**

30.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 29 and Clauses 30.1 to 30.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 29 and Clauses 30.1 to 30.5 (inclusive)

or the Cessation Plan, the provisions of Clauses 30.1 to 30.5 (inclusive) and the Cessation Plan shall prevail.

- 30.2 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.
- 30.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, 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:
- 30.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
  - 30.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 30.1 to 30.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.
- 30.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.5 The Authority shall pay the Services Provider'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 Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to Clauses 30.1 to 30.5 (inclusive).
- 30.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Authority shall promptly notify the Service Provider and the Parties agree that this Clause 30.6 to 30.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 and these Clauses 30.6 to 30.10 or the Cessation Plan, the provisions of these Clauses 30.6 to 30.10 and the Cessation Plan shall prevail.
- 30.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

- 30.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, 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:
- 30.8.1 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 Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
  - 30.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,  
in accordance with the provisions of this Clause 30.6 to 30.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.
- 30.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.10 The Authority shall pay the Service Provider'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 Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 30.6 to 30.10 (inclusive).

### **31. Survival**

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

### **32. Rights of Third Parties**

- 32.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract 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 this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

32.2 Notwithstanding Clause 32.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

### **33. Contract Variation**

Save where the Authority may require an amendment to the Services, this Agreement or any relevant Call-Off Contract may only be varied or amended with the written agreement of both Parties. 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 Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

### **34. Novation**

34.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).

34.2 Within ten (10) Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.

34.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

### **35. Non-Waiver of Rights**

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract 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 37. The single or partial exercise of any right, power or remedy under this 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.

### **36. Illegality and Severability**

If any provision of this 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 this Agreement and the remaining provisions shall continue in full force and effect as if this 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 this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

### **37. Notices**

Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

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

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

### **38. Entire Agreement**

#### **38.1 Subject to Clause 38.2:**

38.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain; and

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

38.2 Nothing in this Clause 38 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

**39. Relationship of the Parties**

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, 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.

**40. Further Assurance**

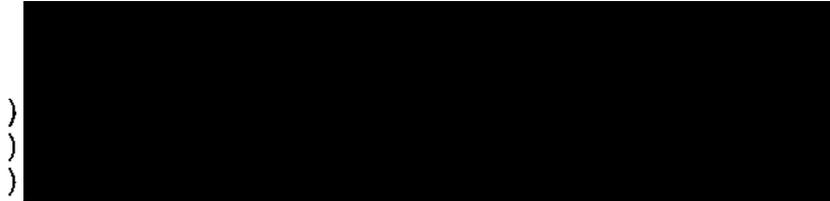
Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

**41. Governing Law**

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that 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 Contracting Authority**



)  
)  
)  
Signature

Print name and position

Date: 13/06/2016

Signed by  
for and on behalf of  
the **Service Provider**



)  
)  
)  
Signature

Print name and position

Date: 7 June 2016

**SCHEDULE 1 - KEY AGREEMENT INFORMATION**

1. Agreement Reference Number: tfl\_scp\_001270
2. Name of Service Provider: Tracsis Traffic Data Limited
3. Agreement Commencement Date:
4. Term: 4 Years
5. Details of the Procurement Manager

**Name:** Kalpini Davé  
**Address:** Palestra, 197 Blackfriars Road, London, SE1 8NJ  
**Tel:** [REDACTED]  
**Fax:** [REDACTED]  
**Email:** [REDACTED]

6. Details of the Contract Manager

**Name:** Richard Jones  
**Address:** Palestra, 197 Blackfriars Road, London, SE1 8NJ  
**Tel:** [REDACTED]  
**Fax:** [REDACTED]  
**Email:** [REDACTED]

7. Service Provider's Key Personnel:

Name & Position	Contact Details	Area Of Responsibility
[REDACTED]		<ul style="list-style-type: none"> <li>• Providing expert advice on technical procedures</li> <li>• Operational Project Reviews</li> <li>• Ensure project resources are available</li> <li>• Liaison with LBSL on any strategic issues</li> </ul>
		<ul style="list-style-type: none"> <li>• Developing and encouraging innovation and to take advantage of</li> </ul>

		<p>emerging technologies to meet the changing needs of LBSL for the whole life of the project.</p> <ul style="list-style-type: none"> <li>• Reviewing processes and procedures to ensure continual improvement in efficiency and accuracy.</li> <li>• Strategic Management of Regional Offices and Project Teams to ensure we can best manage fluctuations in data received from LBSL</li> </ul>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. **Notice period in accordance with Clause 28.4 (termination without cause):**  
90 days

9. **Address for service of notices and other documents in accordance with Clause 36:**

**For the Authority:** Palestra House,  
197 Blackfriars Road,  
London, SE1 8NJ  
Facsimile number: 020 3054 2006

For the attention of: Terry Davis,  
Senior Commercial Manager

**For the Service Provider:**

## SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

### A1 PRIVACY AND DATA PROTECTION

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

<b>"Authority Personal Data"</b>	Personal Data and/or Sensitive Personal Data Processed by the Service Provider on behalf of the Authority;
<b>"Data Controller"</b>	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
<b>"Data Processor"</b>	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
<b>"Data Subject"</b>	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
<b>"Data Protection Legislation"</b>	the Data Protection Act 1998 (as interpreted in accordance with Directive 95/46/EC) including all regulations made under it and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any amendment or re-enactment of any of them; any other legislation relating to privacy and/or the processing of Personal Data (as amended from time to time); and any guidance or statutory codes of practice issued by the Information Commissioner in relation to such legislation;
<b>"Personal Data"</b>	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
<b>"Privacy Impact Assessment"</b>	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Authority Personal Data.
<b>"Processing"</b>	has the meaning given to it by section 1(1) of the Data Protection Act 1998 and <b>"Process"</b> and <b>"Processed"</b> will be construed accordingly;
<b>"Restricted Countries"</b>	any country outside the European Economic Area; and
<b>"Sensitive Personal Data"</b>	has the meaning given to it by section 2 of the Data Protection Act 1998; and

**“Subject Access Request”** a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted pursuant to Data Protection Legislation.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 Categories of Data Subject

The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:

Staff; customers; members of the public

A1.2.2 Categories of Authority Personal Data

The Authority Personal Data to be Processed concerns the following categories of Personal Data and/or Sensitive Personal Data:

Names; addresses; telephone numbers; email addresses; photographs

A1.2.3 Purpose(s) of the Processing

The Authority Personal Data is to be Processed for the following purpose(s):

- To provide accurate and timely origin/ destination data for use in network planning and evaluation of service changes.
- To provide data reporting changes in customers travel patterns on all London's bus services
- To provide data on bus services in London as a whole

A1.2.4 Permitted offshore Processing

NOT USED

A1.3 Without prejudice to the generality of Clause 22, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with instructions from the Authority to perform its obligations under the Contract;

- A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- A1.3.3 maintain, and make available to the Authority on its request, documentation, a central register or an inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Authority Personal Data are processed including the legitimate interests pursued by TfL where processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source of the Personal Data; the recipients of the Personal Data; and the location(s) of any overseas processing of those Personal Data;
- A1.3.4 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data;
- A1.3.5 without prejudice to Clause A1.3.4, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;
- A1.3.6 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clause A1.3.4 and A1.3.5, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.7 where requested to do so by the Authority, or where Processing Authority Personal Data presents a specific risk to privacy, carry out a Privacy Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant statutory requirements) and make the results of such an assessment available to the Authority;
- A1.3.8 notify the Authority within two (2) Business Days if it, or any Sub-contractor, receives:

- A1.3.8.1 from a Data Subject (or third party on their behalf):
  - A1.3.8.1.1 a Subject Access Request (or purported Subject Access Request);
  - A1.3.8.1.2 a request to rectify, block or erase any Authority Personal Data; or
  - A1.3.8.1.3 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
- A1.3.8.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
- A1.3.8.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.9 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.8, including by promptly providing:
  - A1.3.9.1 the Authority with full details and copies of the complaint, communication or request; and
  - A1.3.9.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation.
- A1.3.10 when notified in writing by the Service Provider, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within five (5) Business Days from the date of the request.
- A1.3.11 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in

relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;

A1.4 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority (in the Contract or otherwise) and unless there is a written contract in place with the sub-contractor which requires the sub-contractor or third party to:

A1.4.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and

A1.4.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 22 and 23).

A1.5 The Service Provider agrees that, and shall procure that any sub-contractor shall agree that, Authority Personal Data:

A1.5.1 must only be Processed in accordance with the Authority's obligations to comply with Data Protection Legislation and by such their personnel as need to view or otherwise access Authority Personal Data;

A1.5.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;

A1.5.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and

A1.5.4 must not be used so as to place the Authority in breach of Data Protection Legislation and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.

- A1.6 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.6.1 not disclose or transfer Authority Personal Data to any third party or their own personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Authority Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
  - A1.6.2 notify the Authority within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause A1 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;
  - A1.6.3 keep the Authority properly and regularly informed consequently;
  - A1.6.4 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of Authority Personal Data in accordance with the Contract and in compliance with Data Protection Legislation (including procuring access to sub-contractor premises);
  - A1.6.5 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any relevant regulatory body, including the Information Commissioner, the police, any other statutory law enforcement agency or otherwise and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
  - A1.6.6 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can/or do access Authority Personal Data;
  - A1.6.7 ensure all Service Provider's Personnel who can/or do access Authority Personal Data are informed of its confidential nature and do not publish, disclose or divulge any of the Personal Data to any third party without the prior written consent of the Authority;

- A1.6.8 ensure all Service Provider's Personnel who can and/or do access Authority Personal Data have undergone adequate training in relation to the use, care, protection and handling of Personal Data in accordance with Data Protection Legislation and this Contract, understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
- A1.6.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.
- A1.7 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.8 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
  - A1.8.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
    - A1.8.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
    - A1.8.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
    - A1.8.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
    - A1.8.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
  - A1.8.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner, in connection with, the

Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.8.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

A1.8.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

A1.8.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with, the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.8.3.1.

A1.9 The Service Provider and any sub-contractor (if any), acknowledge:

A1.9.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;

A1.9.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

A1.9.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

A1.9.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.9.3 on two or more separate occasions, the Authority may at its option:

A1.9.4.1 exercise its step in rights pursuant to Clause A16;

- A1.9.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
  - A1.9.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.10 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall:
  - A1.10.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor ("QSA") to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;
  - A1.10.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and
  - A1.10.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.
- A1.11 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.12 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
  - A1.12.1 may Process the Personal Data only for so long and to the extent as is necessary to properly comply with its non contractual obligations arising under law (and will then comply with Clause A1.12.2);
  - A1.12.2 subject to Clause A1.12.1, shall;
    - (a) on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data and relevant records and documentation accordingly; or

- (b) in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data and relevant records and documentation accordingly.

Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by this Clause A1.12.

- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.12, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

## **A20 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER**

A20.1 Clause 8.1 shall be deleted and replaced with the following.

A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.2.1 **"Current Service Provider(s)"** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A20.2.2 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.2.3 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.2.4 **"Final Staff List"** has the meaning set out in **Clause A21.4**;

A20.2.5 **"Further Transfer Date"** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A20.2.6 **"Relevant Period"** means the period starting on the earlier of:

(a) the date falling 6 calendar months before the date of expiry of the Contract; or

(b) if the Contract is terminated by either Party in accordance with **Clause 26.3** or by the Authority in accordance with **Clause 26.1, 26.2, 26.4 or 26.5**, the date of the relevant termination notice;

and ending on the Further Transfer Date;

A20.2.7 **"Replacement Service Provider"** means any replacement supplier or provider to the Authority of the Services (or any

part of the Services) and any Sub-Contractor to such replacement supplier or provider;

- A20.2.8 **"Re-Transferring Personnel"** means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A20.2.9 **"Staff List"** has the meaning set out in **Clause A21.1**;
- A20.2.10 **"Staffing Information"** has the meaning set out in **Clause A21.1**;
- A20.2.11 **"Sub-Contractor"** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);
- A20.2.12 **"Transfer of Services"**; means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A20.2.13 **"Transferring Staff"** means such employees of the Current Service Provider(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A20; and
- A20.2.14 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **Clause A20.4**).
- A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the

Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date

A20.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A20.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to Contract Commencement Date; and

A20.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider.

A20.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A20.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A20.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A20.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE;

A20.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;

A20.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;

A20.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of

employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

- A20.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A20.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A20.10 **Clause 30.1** shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this **Clause A20** shall be enforceable by them.

**APPENDIX 1 TO CLAUSE A20**  
**List of Transferring Staff**

## **A21 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION**

A21.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A21.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A21.1.2 such of the information specified in Appendix 1 to this **Clause A21** as is requested by the Authority in respect of each individual included on the Staff List;

A21.1.3 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A21.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.

A21.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A21.4 Subject to **Clause A21.5**, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A21.5 If the Contract is terminated by either Party in accordance with **Clause 26.1** or by the Authority in accordance with **Clause 26.1, 26.2** or **26.5** then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

A21.6 The Service Provider warrants that as at the Further Transfer Date:

- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
  - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
  - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A21.7.3 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
  - A21.7.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
  - A21.7.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
  - A21.7.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
  - A21.7.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A21.7** regardless of when such notice takes effect.
- A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Clause A21** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A21.10 If TUPE applies on the expiry or termination of the Contract or the appointment of a Replacement Service Provider, the following will apply:

A21.10.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A21.10.2 During the Relevant Period the Service Provider will:

A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A21.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A21.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A21.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A21.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the

Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

A21.10.3.3 is on maternity, parental or adoption leave;

A21.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A21.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A21.10.3.7 has received a written warning (other than a warning that has lapsed);

A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A21.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A21.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in **Clause A21.10.5**; and

A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A21.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A21.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to and including the Further Transfer Date;

A21.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period after the Further Transfer Date

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid) except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

A21.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority and/or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A21.10.6.1 any failure by the Service Provider to comply with its obligations under this **Clause A21.10**;

A21.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

A21.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the

Replacement Service Provider to comply with Regulation 13 of TUPE);

A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;

A21.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A21.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A21.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A21.2.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A21.2.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable

endeavours to procure that such persons co-operate with the Authority's requests.

**A21.13** Clause 30.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A21 shall be enforceable by them.

**APPENDIX 1 TO CLAUSE A21**  
**Information to be provided in respect of those on the Staff List**

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
  - 1) Employer
  - 2) Employee
  - Including additional info on:
    - who were originally employees of the Authority,
    - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
    - whose employment transferred from the Authority to the Service Provider under TUPE; and
    - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of any Contracting Out Certificate
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday /Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual

- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

### **A30 LONDON LIVING WAGE**

For the purposes of this Clause A30, unless the context indicates otherwise, the expression "**London Living Wage**" means a basic hourly wage (as at the date of this Contract) of £9.40 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

A30.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.

A30.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

A30.2.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

A30.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;

A30.2.4 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;

A30.2.5 disseminate on behalf of the Authority to its employees engaged in the provision of the 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

A30.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

A30.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.

A.30.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.

A30.5 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

## **A33 SUPPLIER DIVERSITY**

### **A33.1 Compliance**

**A33.1.1** Without limiting the generality of any other provision of this Contract, the Service Provider:

- (a) shall not unlawfully discriminate,
- (b) shall procure that its personnel do not unlawfully discriminate, and
- (c) shall use reasonable endeavours to procure that its direct and indirect subcontractors do not unlawfully discriminate in relation to the Services,

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time relating to discrimination in employment.

**A 33.1.2** The Service Provider acknowledges that the Authority as a public authority is subject to a statutory 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 Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty.

**A.33.1.3** The Service Provider acknowledges where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (b) eliminate unlawful discrimination;
- (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation; and
- (d) in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty.

**A33.1.4** TfL's Harassment, Bullying and Discrimination Policy ("Policy") as updated from time to time (copies of which are available on request from

TfL) requires TfL's own staff and those of its direct and indirect subcontractors to comply fully with the Policy to eradicate harassment in the workplace. The Service Provider shall:

- (a) ensure that its staff, and those of its direct and indirect subcontractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Policy;
- (b) fully investigate allegations of workplace harassment in accordance with the Policy; and
- (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

### A33.2 Strategic Equality & Diversity Plan

A33.2.1 For the duration of this Contract, the Service Provider shall comply with the Agreed Strategic Equality & Diversity Plan and shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with TfL and set out in the Agreed Strategic Equality & Diversity Plan.

For the purposes of this Agreement the expression "Agreed Strategic Equality & Diversity Plan " means the Strategic Equality & Diversity Plan as negotiated and agreed and attached to the Contract as a Schedule headed "Agreed Strategic Equality & Diversity Plan".

A33.2.2 Where a subcontractor has, pursuant to Clause A33.2 or otherwise, adopted a Strategic Equality & Diversity Plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide,

a copy of its Strategic Equality & Diversity Plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

### A33.3 Diversity Training

A33.3.1 For the duration of this Contract, the Service Provider shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this Contract the expression "Agreed Training Plan" means the diversity training plan set out as agreed and attached to the Contract as a Schedule headed "Agreed Training Plan". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

A33.3.2 Where a subcontractor has, pursuant to Clause A33.1 or otherwise, adopted a diversity training plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide

a copy of its diversity training plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

### A33.4 Supplier Diversity

A33.4.1 For the duration of this Contract the Service Provider shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this Contract the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan set out as agreed and attached to the Contract as a Schedule headed "Supplier Diversity Plan". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement

a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Agreed Supplier Diversity Plan.

A33.4.2 Where a subcontractor has, pursuant to Clause 33.4.1 or otherwise, adopted a supplier diversity plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide;

a copy of its supplier diversity plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

#### A 33.5 Communications Plan

A33.5.1 For the duration of this Contract and in all dealings with the Local Community, the Service Provider shall comply with the Agreed Communications Plan. For the purposes of this Contract the expression "Agreed Communications Plan" means the communications plan agreed and attached to the Contract as a Schedule headed "Agreed Communication Plan" and the expression "Local Community" means those areas of London affected by the Works from time to time.

#### A33.6 Monitoring and Reporting

A33.6.1 Subject to Clause A33.6.2, the Service Provider shall use reasonable endeavours to provide TfL on the date of this Contract and subsequently every 12 months from the date or such other frequency as TfL may reasonably request of this Contract with the following information:

An annual report on performance and compliance with the equality and diversity provisions as set out in clauses A33.2 to A33.5. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the

Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with clause A33.6.1 (d)

- (b) the proportion of its employees engaged in the performance of the Contract and, to the extent reasonably possible, the employees of its direct or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
  - (i) female;
  - (ii) of non-white British origin or who classify themselves as being non-white British;
  - (iii) from the Local Community;
  - (iv) disabled
- (c) the proportion of its direct or indirect subcontractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups.
- (d) a plan of action for the forthcoming 12 months showing what the Service Provider plans to do to continue delivery of the equality & supplier diversity objectives.

For the purposes of this clause, the meaning of SME and BAME is as set out in the attached document called TfL Supplier Diversity Definitions.

A33.6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to clause A33.6.1.

#### A33.7 Equality and Diversity Infractions

A33.7.1 If the Service Provider or any of its direct subcontractors commits a Equality & Diversity Infraction, TfL shall be entitled (but not obliged) to act as follows:

- (a) if a Equality & Diversity Infraction is committed by the Service Provider then TfL may serve written notice upon the Contractor identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall cease committing and remedy, at its own cost, the Equality & Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
- (b) if the Equality & Diversity Infraction is committed by a direct subcontractor of the Service Provider, TfL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall procure that the direct subcontractor ceases committing and remedies, at its own cost, the Equality & Diversity Infraction within 30 days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice). If the Service Provider fails to procure the remedy of the Diversity Infraction, TfL may serve a further written notice upon the Service Provider and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate, at its own cost, the relevant contract with its direct subcontractor and procure performance of the affected works or services by another person which also complies with the obligations specified in clauses A33.2 to A33.5 of this Contract.

A33.7.2 It shall be a fundamental term and condition of the Contract that the Service Provider complies with its obligations under clauses A33.7.1 (a) to A33.7.1(b). Where, following receipt of a notice given pursuant to clause A33.7.1(a) or A33.7.1(b) the Service Provider fails to remedy a Diversity Infraction to the satisfaction of TfL or in the case of clause A33.7.1(b) fails to terminate the contract with a defaulting subcontractor and procure performance by another person on the terms specified in clause A33.7.1(b) the Service Provider will be in breach of the Contract and TfL shall be entitled (but not obliged) to terminate the Contract, without further notice to the Service Provider, in accordance with the termination clause in the Contract Conditions.

A.33.7.3 For the purposes of this clause A33.7 "Equality & Diversity Infraction" means any breach by the Service Provider of its obligations specified in clauses A33.2 to A33.5 of this Contract and/or any failure by a direct subcontractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in clauses A33.2 to A33.5 of this Contract.

#### A.33.8 Equality and Diversity Audit

A33.8.1 TfL or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with clauses A33.2 to A 33.5

- A33.8.2 TfL's rights pursuant to this clause shall include any and all documents and records of the Service Provider and its direct contractors and, where applicable, subject to the provisions of clauses A33.2 to A33.4 indirect subcontractors and shall include the Minimum Records.
- A33.8.2 The Service Provider shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses A33.2 to A33.5. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of clauses A33.2 to A33.4, indirect subcontractors shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses A33.2 to A33.4. The Service Provider shall procure that each subcontract between it and its direct subcontractors and, where applicable, subject to the provisions of clauses A37.2 to A33.4 each subcontract between its direct subcontractor and any indirect subcontractor of the Service Provider shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to clause A33.8.
- A33.8.3 TfL 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 Service Provider and each direct subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant subcontract (as the case may be).
- A33.8.4 The Service Provider shall promptly provide, and procure that its direct subcontractors and, where applicable subject to the provisions of clauses A33.2 to A33.4 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:

- (a) granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in the relevant subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
- (b) 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 Service Provider's or the relevant subcontractor's obligations specified in clauses A33.2 to A33.4 wherever situated and whether the Service Provider's own equipment or otherwise; and
- (c) complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor's performance of its subcontract.

A33.8.5 For the purposes of this clause A33.8 the expression Minimum Records means all information relating to the Service Provider's performance of and compliance with clauses A33.2 to A33.5 and the adoption and implementation of a strategic equality and diversity plan, an equality & diversity training plan and a supplier diversity plan by each direct and, where applicable, subject to the provisions of clauses A33.2 to A33.4 indirect subcontractor of the Service Provider.



## TFL SUPPLIER DIVERSITY DEFINITIONS

---

Issue Date: February 2010

Effective: February 2010

### Index

1.	DOCUMENT OUTLINE.....	14
2.	DIVERSE SUPPLIERS .....	14
3.	SMALL AND MEDIUM ENTERPRISES (SMES).....	15
4.	BLACK, ASIAN AND MINORITY ETHNIC (BAME) OWNED BUSINESSES.....	16
5.	SUPPLIERS FROM OTHER UNDER-REPRESENTED GROUPS OR PROTECTED GROUPS .....	17
6.	SUPPLIERS DEMONSTRATING A DIVERSE WORKFORCE COMPOSITION.....	17
7.	OTHER DEFINITIONS & INFORMATION .....	17
8.	DOCUMENT OWNER & CONTACT DETAILS.....	21

## 1. Document Outline

### 1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

### 1.2 Version Control

Version Date	Author	Notes
26 February 2010	C Cottam	Turnover/Balance Sheet Amendment
02 February 2009	C Cottam	SME definition update
31 January 2008	J Gall	Ownership categorisation
8 <sup>th</sup> May 2006	J Gall	EU definitions
19 <sup>th</sup> October 2005	J Gall	Updates/clarifications

## 2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "Diverse Suppliers" comprise the following four subsets:

- 2.1 Small and Medium Enterprises (SMEs)
- 2.2 Black, Asian and Minority Ethnic (BAME) businesses
- 2.3 Suppliers from other under-represented or protected groups
- 2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

### 3. Small and Medium Enterprises (SMEs)

3.1 A **Small Enterprise**<sup>5</sup> is a business which has both the following:

- i) 0-49 Full Time Equivalent employees<sup>1</sup>;
- AND EITHER
- ii) Turnover<sup>2</sup> per annum of no more than £5.6 million net (or £6.72 million gross); in the last financial year;  
OR
  - iii) Balance sheet total<sup>4</sup> of no more than £2.8 million net (£3.36 million gross).

3.2 A **Medium Enterprise**<sup>5</sup> is a business which has both the following:

- i) 50-249 Full Time Equivalent employees<sup>1</sup>;
- AND EITHER
- ii) Turnover<sup>2</sup> per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;  
OR
  - iii) Balance sheet total<sup>4</sup> of no more than £11.4 million net (or £13.68 million gross).

3.3 A **Large Enterprise**<sup>5</sup> is a business which has both the following:

- i) 250 and over Full Time Equivalent employees<sup>1</sup>;
- AND EITHER
- ii) Turnover<sup>2</sup> per annum over £22.8 million net (or £27.36 million gross) in the last financial year;  
OR
  - iii) Balance sheet total<sup>4</sup> of over £11.4 million net (or £13.68 million gross).

<sup>1</sup> Full Time equivalent employees is defined in Section 7.1

<sup>2</sup> Turnover is defined in Section 7.3

<sup>4</sup> Balance Sheet Total is defined in Section 7.5

<sup>5</sup> Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

#### 4. Black, Asian and Minority Ethnic (BAME) owned businesses

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic 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:

<u>Ethnic group</u>	<u>Racial origin</u>
White	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

## **5. Suppliers from other under-represented groups or protected groups**

**5.1** A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender)

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age)

**5.2** 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).

## **6. Suppliers demonstrating a diverse workforce composition**

This relates to 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 in II and III above.

## **7. Other Definitions & Information**

### **7.1 Full-Time Equivalent Employees**

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers
- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TFL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

## **7.2 Annual Work Units**

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time staff, seasonal workers and those who did not work the full year as fractions of one unit.

## **7.3 Turnover**

Turnover is in line with that defined in the Companies Act 1985:

The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

- i) trade discounts
- ii) value added tax

Please refer to Section 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

## **7.4 Financial Year**

Financial Year relates to 1<sup>st</sup> April – 31<sup>st</sup> March or any other 12 month period as defined by the company.

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

## **7.5 Balance Sheet Total**

The annual balance sheet total refers to the value of your company's main assets.

## **7.6 Ownership**

Individual or those in named control holding capital or voting rights - either through private or shared ownership - of any given business entity.

## 7.7 Definition of Size

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry (now Department for Business Enterprise & Regulatory Reform)):

		Turnover/Balance Sheet Total		
		£5.6m net(up to)/ £2.8m net (up to )	£22.8m net(up to/incl.)/ £11.4m net (up to/incl.)	£22.8m net(over)/ £11.4m net (over)
Employees	0-49	✓	Employees more predominant	Employees more predominant
	50-249	Employees more predominant	✓	Employees more predominant
	250+	Employees more predominant	Employees more predominant	✓

## 7.8 Ownership Categorisation

### EU Commission Definition on Enterprise Ownership Categorisation

The European Commission's Guidance published in 2005 "The New SME Definition: User Guide and Model Declaration"<sup>6</sup>, outlines parameters for

defining an organisation's ownership categorisation and whether an organisation is autonomous, partner or linked.

### 7.8.1 Autonomous

This is the most common category of ownership.

An organisation is autonomous if:

- It is totally independent, i.e. there is no participation in other enterprises and no enterprise has a participation.
- It has a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise.

If an organisation is autonomous, it means that it is not a partner or linked to another enterprise

### 7.8.2 Partner

An enterprise is a partner enterprise if:

- It has a holding equal to or greater than 25%, of the capital or voting rights in another enterprise and/or another enterprise has a holding equal to or greater than 25% in the other.

It is not linked to another enterprise. This means, among other things, that voting rights in the other enterprise (or vice versa) do not exceed 50%.

### 7.8.3 Linked

Enterprises formed as a **group** through the direct or indirect control of the majority of voting rights. An enterprise owned by another or through the ability to exercise a **dominant influence** on another enterprise.

Two or more enterprises are linked when they have any of the following relationships:

- One enterprise holds a majority of the shareholders' or members' voting rights in another.
- One enterprise is entitled to appoint or remove a majority of the administrative, management or supervisory body of another.
- A contract between the enterprises, or a provision in the memorandum or articles of association of one of the enterprises, enables one to exercise a dominant influence over the other.
- One enterprise is able, by agreement, to exercise sole control over a majority of shareholders' or members' voting rights in another.

<sup>6</sup>Refer directly to the EU Commission Definitions for more guidance:  
[http://ec.europa.eu/enterprise/enterprise\\_policy/sme\\_definition/sme\\_user\\_guide.pdf](http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/sme_user_guide.pdf)

## **8. Document Owner & Contact Details**

For further information, please contact Carina Cottam, Programme Team, Group Procurement, Finance, Transport for London via email: [carinacottam@tfl.gov.uk](mailto:carinacottam@tfl.gov.uk)

## FA4 WORK RELATED ROAD RISK

FA4.1 For the purposes of **Clauses FA4.2 to FA4.9** (inclusive) of this Contract, the following expressions shall have the following meanings:

<b>“Bronze Accreditation”</b>	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Car-derived Vans”</b>	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;
<b>“Collision Report”</b>	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
<b>“Delivery and Servicing Vehicle”</b>	a Lorry, a Van or a Car-derived Van;
<b>“Driver”</b>	any employee of the Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
<b>“DVLA”</b>	Driver and Vehicle Licensing Agency;
<b>“FORS”</b>	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
<b>“FORS Standard”</b>	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>

**“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](http://www.fors-online.org.uk)

**“Lorry”** a vehicle with an 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;

**“Side Guards”** guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;

**“Silver Accreditation”** the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

[www.fors-online.org.uk](http://www.fors-online.org.uk)

**“Van”** a vehicle with a MAM not exceeding 3,500 kilograms.

#### **Fleet Operator Recognition Scheme Accreditation**

FA4.2 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:

FA4.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TfL, is an acceptable substitute to FORS (the **“Alternative Scheme”**); and

FA4.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider

has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

### **Safety Equipment on Vehicles**

FA4.3 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:

FA4.3.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of TfL that the Lorry will not perform the function for which it was built if Side Guards are fitted;

FA4.3.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;

FA4.3.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and

FA4.3.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

### **Driver Licence Checks**

FA4.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:

FA4.4.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and

FA4.4.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been Approved in writing by TfL within the last 12 months:

FA4.4.2.1 0 – 3 points on the driving licence – annual checks;

FA4.4.2.1. 4 – 8 points on the driving licence – six monthly checks;

FA4.4.2.3 9 – 11 points on the driving licence – quarterly checks; or

FA4.4.2.4 12 or more points on the driving licence – monthly checks.

### **Driver Training**

FA4.5 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

### **Collision Reporting**

FA4.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:

FA4.6.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

FA4.6.2 within 15 days of the Commencement Date, provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report within five working days of a written request from TfL.

### **Self Certification of Compliance**

FA4.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to TfL detailing its compliance with **Clauses FCA4.3, FA4.4 and FA4.5** of this Contract (the “**WRRR Self-certification Report**”). The Service Provider shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

### **Obligations of the Service Provider Regarding Subcontractors**

FA4.8 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

FA4.8.1 comply with **Clause FA4.2**; and

FA4.8.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

FA4.8.2.1 For Lorries – **Clauses FA4.3, FA4.4, FA4.5 and FA4.6;** and

FA4.8.2.2 For Vans – **Clauses FA4.4, FA4.5, and FA4.6,**

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

**Failure to Comply with Work Related Road Risk Obligations**

FA28.9 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with **Clauses FA4.2, FA4.3, FA4.4, FA4.5, FA4.6, FA4.7 and FA4.8:**

FA4.9.1 the Service Provider has committed a material breach of this Contract; and

FA4.9.2 TfL may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TfL for any purpose (including but not limited to deliveries).

**SCHEDULE 3 - SERVICES**

**Volume 2b  
The Specification**

**Bus Origin & Destination Surveys – Data Processing**

**TfL Reference Number: tfl\_scp\_001270**

**Version: Final**

**Date: 18 December 2015**

Transport for London  
Palestra Building  
197 Blackfriars Road  
London SE1 8NJ

*Copyright on the whole and every part of this document is owned by Transport for London. No reproduction of the whole or any part of this document is to be made without the authority of Transport for London.*

## TABLE OF CONTENTS

0.	DOCUMENT CONTROL.....	29
0.1	Document History .....	29
0.2	Final Version Approval.....	29
1.	ORGANISATIONAL OVERVIEW.....	30
1.1	Transport for London (TfL).....	30
1.2	Business Unit .....	30
2.	INTRODUCTION.....	32
2.1	Background.....	32
2.2	Objectives .....	32
3.	SCOPE .....	33
3.1	General Requirement.....	33
4.	DELIVERABLES / MILESTONES .....	36
5.	SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIs).....	38
6.	PROJECT PLAN/TIMESCALES.....	39
7.	APPENDICES.....	40
	Appendix 1 – Surveyor Control Sheet .....	40
	Appendix 2 - Survey Card / Questionnaire .....	42
	Appendix 3 – Logic Checks and Heirarchical Grading of Card Answers .....	44

## 0. DOCUMENT CONTROL

### 0.1 Document History

Version	Date	Changes since previous issue
V0.1	15/09/15	First Draft
V1.0		Final

### 0.2 Final Version Approval

#### Authors

Name	Signature	Date	Title
Richard Jones			Passenger Data Manager
John Gray			Survey Manager

#### Reviewed by

Name	Signature	Date	Title
Robert Blitz			Network Planning Manager

#### Approved by

Name	Signature	Date	Title
John Barry			Head of Network Development

## 1. ORGANISATIONAL OVERVIEW

### 1.1 Transport for London (TfL)

TfL is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services across the Capital. TfL is made up of many predecessor organisations covering almost all transport modes in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world.

TfL comprises of different modes. The modes are Surface Transport, Corporate, London Underground and Rail. TfL is a partner in Crossrail. TfL manages London's transport network and is responsible for London's buses, the Underground, the Docklands Light Railway (DLR), London Overground, London River Services, Barclays Cycle Hire, electronic vehicles and policing. TfL also runs Victoria Coach Station and the London Transport Museum.

TfL is responsible for 360 miles (580km) of main roads, and all of London's 4,600 traffic lights. In addition, it manages the London Congestion Charging scheme and regulates the city's taxi and private hire trade. TfL also promotes a range of walking and cycling initiatives across the Capital.

Surface Transport who is letting this contract is an integral part of TfL, and as its name implies is responsible for the oversight of the London Bus Network, Victoria Coach Station, Dial-A-Ride, the Public Carriage Office, London River Services, the TfL Road Network, Congestion Charging, traffic management, road safety, walking, cycling and freight.

### 1.2 Business Unit

Buses is part of Surface Transport and manages the planning, contracting and performance of the London bus network, as well as day to day operational aspects.

The main responsibilities include :

- developing the bus network
- competitively tendering bus services and ensuring contract compliance
- monitoring the bus network and targeting poor performing operators or routes
- dealing with ticketing issues
- maintaining the iBus technology
- developing the next generation of real time passenger information
- operational aspects, such as implementing diversions, planning special advents and rail replacement services, incident response and control of bus stations.

To assist in its responsibility to develop the bus network, a Bus Origin & Destination Survey (BODS) is carried out.

## 2. INTRODUCTION

### 2.1 Background

The Bus Origin & Destination Survey is used to support preparation of business cases associated with service development and to contribute to the general understanding of the way passengers use the network. BODS data is also used for wider applications across TfL where a wider dataset is processed, enabling improvements to the way bus data is used in constructing TfL's strategic transport models. The survey has been conducted since 1983. Contracts are in place with incumbents to cover the period until August 2016, but there is now a need to re-tender the requirement, to enable the surveys to continue thereafter.

The survey consists of two distinct elements, fieldwork and processing. This specification relates solely to processing.

This specification provides details of the background and current procedures for processing data gathered from the survey. It is purely for guidance and though it does cover in detail the activities to be carried out and give information as to the dimensions of the work, it is not to be taken as being exhaustive.

### 2.2 Objectives

The objectives of the Bus Origin & Destination Survey are therefore:

- To provide accurate and timely origin/ destination data for use in network planning and evaluation of service changes.
- To provide data reporting changes in customers travel patterns on all London's bus services
- To provide data on bus services in London as a whole.

### 3. SCOPE

#### 3.1 General Requirement

The aim of the data processing procedure is to produce electronic files of the survey data, which can be imported from the processing contractor into the LBSL database via an in-house validation system known as BODSDE. This system requires input files using the Comma Separated Value (CSV) format within Microsoft Excel. This will continue to be used, so bidders must, at the end of their processing procedures, be able to export files to LBSL in the specific CSV format required by BODSDE.

Any set up costs should be included separately.

#### 3.2 Current Procedure

When a route has been surveyed, the raw data is delivered to the LBSL offices and undergoes a process known as "Listing". This ascertains that the level of survey coverage has been achieved, and looks to correct any of the more obvious errors made by the fieldwork staff. Current TfL policy is not to store large quantities of data in its own offices, and so once listed, data is transferred to archival storage. Data for processing can be delivered from archive to the contractor using TfL's Records Custody service and therefore no transport costs should be built into bids for this service if the bidder is planning to undertake processing within the area bounded by the M25 Motorway. If, however, processing is likely to take place outside that area, costs should be built in based on moving data to and from the current location of TfL's Data Archive contractor at Ruislip, Middlesex.

**It is absolutely essential that data is always returned to the same box in which it arrived, with no additional data added and nothing left missing.** Each box is numbered for archive storage record purposes, so if data is returned to the wrong box it will be very difficult to locate in the future. It is strongly recommended that data from one box is returned to that box immediately on completion of the data entry, and that data is dealt with one box at a time.

Control Sheets and their respective packs of survey cards are delivered together, and currently sheets are manually data entered whilst cards are subject to a scanning process. It is not currently possible for LBSL to prepare Control Sheets that would be suitable for scanning, so it is envisaged that data entry of these will remain a manual process. Data entry of survey cards could, however, be subject to manual or electronic data entry, but whichever method is used, resulting output files must be made available to LBSL in the specific CSV format required for BODSDE. Bidders should include full details

of the data entry method(s) they are proposing to use for both sheets and cards.

### 3.3 Processing Requirements

Data for most routes is separated by direction, representing the two directions of travel of the route, and are known as "A" and "B" directions. Each surveyed trip has a number, these are always odd numbers for "A" direction trips and even numbers for "B" direction trips. Some routes may only have one direction, and in such cases this will always be the "A" direction. The trip numbering is not necessarily continuous as unsurveyed trips within the route (for which there will be no data) are included in the numbering sequence. Currently, CSV files known as "Path Files" are created by LBSL and exported to the contractor in advance of receipt of the data. There is one path file for each direction of a route and these indicate which trips have data to be processed and the stops on the route which are served by each trip. A path file should therefore match the data received for that route/direction.

Once data entry begins, a series of logic checks needs to be in place to ensure the validity of the data and, as far as possible, to avoid keying errors by data entry staff. On Control Sheets, card serial numbers should be in a generally ascending order, unless a change of serial number range has been indicated, and should not fall outside the quoted range(s) of serial numbers. Stops served on each trip should match the path file, any discrepancy being reported to LBSL. Control Sheets are the record of the bus stop at which each card was issued to a passenger, so must be data entered before the cards themselves. Each stop served on the trip represented by the Sheet will have a card serial number entered against it, and the validity of this number should be confirmed by the various logic checks noted above. A copy of the Surveyor Control Sheet is shown in Appendix 1.

Card data entry requires the serial number of the card to be entered plus the alighting stop for that card. This is required for every card, but around 55-60% of cards have at least some of the questions answered by passengers so additional data entry is required for these cards (see paragraph 4 for further details). A copy of the survey card is shown in Appendix 2.

Whether survey cards are subject to manual data entry or scanned electronically the series of logic checks and hierarchical grading of answers must be the same. Full details of these are shown in Appendix 3. They include ensuring the alighting stop indicated by fieldworkers for each card exists on that route, i.e. it must be in the path file for that trip, the alighting stop is at least one stop after the boarding stop (comparing the Control Sheet

data against the indicated alighting stop on the card will establish this), and that the card serial number falls within the ranges quoted in the Control Sheet data. Some passengers will make multiple answers to questions, and to eliminate these the hierarchical grading detailed in Appendix 3 should be used. Note that Questions 2, 5 and 9 are not currently required to be captured for the purposes of BODSDE.

## **4. DELIVERABLES / MILESTONES**

### **4.1 Volume of Data**

The number of survey cards and their associated sheets returned from each route varies significantly, from a simple school route with one trip in each direction and 150 cards up to a major trunk route with over 250 trips in each direction and 25,000+ cards, and giving any sort of average figure per route is misleading. Bidders should therefore provide costs based on six-month Call Off periods of 450,000 cards and approximately 8,000 associated sheets for each Call Off. LBSL would work with the successful contractor to try to ensure a continual and consistent flow of data throughout each Call Off period.

It should also be noted that completion rates on survey cards (returned cards which have some information to be data entered as opposed to those returned blank by the passenger) vary from route to route. This is inevitable, as cards are issued to all passengers aged 5 and over, although under 16's are requested not to answer certain questions (see Appendix 2). When providing costs for card data entry, bidders should submit a price based on a card completion rate of between 55% and 60%. Any cost implications of this range fluctuating up or down outside this range should be included in the submission.

### **4.2 Timescales**

The regular supply of data provided to the contractor will not normally require processing in any set order. However, at times LBSL may require one or more routes to be treated as priorities and the contractor will be required to process these priorities as soon as possible. Bidders should therefore also provide details of the turn around time for such priority routes, based on a volume of 10,000 cards per route.

Currently, LBSL does not set specific targets for completion of data, but reserves the right to introduce these if it is deemed necessary by LBSL. Where bidders put forward more than one method of data entry, the turn around time should be stated in each case, based on the above sample of 10,000 cards.

### **4.3 Quality Control**

Bidders must provide details of how they intend to ensure that throughout the data entry process both accuracy and quality are maintained to the highest standards. Detailed accounts of how this is to be monitored should also be provided. In addition, bidders should explain how they would ensure the

maintenance of a team of data entry staff to avoid disruption to the process caused by staff turnover.

A report is to be provided to LBSL every calendar month giving details of the amount of data processed and a detailed breakdown by route. This should show a monthly cumulative total for each Call Off period of number of trips, sheets and cards processed, separating the number of cards processed that were completed or blank, and giving percentages of these. Similar information should be tabulated at route level along with dates of receiving and returning data, and of exporting the completed electronic files.

It is also expected that the contractor's data entry supervisor/manager should be in regular contact with the LBSL Survey Manager so that any questions/inconsistencies in the data can be resolved quickly. This should happen on at least a weekly basis by e-mail, with any issues clearly indicated in a spreadsheet, together with pdf images of any Control Sheet problems. A more frequent contact is acceptable if the number of issues is higher, rather than "saving up" problems for a whole week, which will then impose on the workload of LBSL. However, it is desirable that all issues discovered on one route are sent together, rather than as and when they occur. Each data issue often requires changes to the input of BODSDE to resolve it, and repeated single issues on the same route have certain system implications.

It is also expected that if serious problems are encountered during the data entry process, either data issues or system or staffing problems with the contractor, these will be notified to the LBSL Survey Manager as quickly as possible, and always within 24 hours of occurrence, for immediate action where necessary.

**5. SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIs)**

The successful contractor must have a range of data entry checks in place to ensure that at least 90% of CSV files exported to LBSL can be imported into BODSDE without avoidable errors. Avoidable errors are such things as card serial numbers out of range, card records with an alighting stop before boarding, and alighting stops not present in the path file.

The successful contractor must also provide a consistent flow of completed CSV files to LBSL, rather than large volumes of files every few weeks. This will allow the validation process within BODSDE to be managed more effectively, as some aspects of it can be time consuming.

## **6. PROJECT PLAN/TIMESCALES**

LBSL will decide internally which routes are to be processed in which order, but will normally try to ensure a regular flow of data is provided to the contractor at acceptable intervals, working towards completing the total required in each six month Call-Off period.

However, this flow can be varied at the request of either LBSL or the contractor if required or necessary, although the regular monthly reporting procedure should be used to ensure completion rates are accurately monitored as each Call-Off proceeds.

# 7. APPENDICES

## Appendix 1 – Surveyor Control Sheet

TRIP NO.	ROUTE NO.	DATE	SCHED DEPART TIME	ACTUAL DEPART TIME	SCHED ARRIVAL TIME	ACTUAL ARRIVAL TIME	D I R	RUNNING NO.	SHEET OF	
	6 1 7	1 6					A			
HANDING OUT:			COLLECTING IN:		LAST CARD NO.		CHANGE OF PACKS		FIRST CARD NO.	
←										
POSTCODE OF FIRST STOP – N15 3LA										
START HERE	STOP NO.	TOP CARD NO. ON ARRIVAL	CONTINUE HERE				STOP NO.	TOP CARD NO. ON ARRIVAL		
Turnpike Lane Bus Station	9903									
Westbury Ave Baptist Church	9811									
Lordship Lane	9803									
Granville Road	9801									
Gospatrick Road	9C07									
Courtman Road	9C08									
White Hart Lane	9C09									
Empire Parade	U501									
Pasteur Gardens	U502									
Cambridge R/about/South Side	U503									
Cambridge R/about/North Side	U504									
The Fairway	U506									
Deansway	U507									
Church Street	U001									
Bury Street	U002									
Trinity Ave/Bush Hill Park Stn	U101									
Lincoln Road	UJ09									
Southbury Road	UJ04									
Crown Road	UJ03									
Cambridge Gardens	UJ02									
Carterhatch Lane	UJ01									
Hoe Lane	UM01									
Enfield Crematorium	UH14									
Turkey Street Station	UH12									

CONTINUE ON NEXT COLUMN →

TRIP NO.	ROUTE NO.	DATE	SCHED DEPART TIME	ACTUAL DEPART TIME	SCHED ARRIVAL TIME	ACTUAL ARRIVAL TIME	D I R	RUNNING NO.	SHEET OF
	6 1 7	1 6					B		
HANDING OUT:			COLLECTING IN:		Curtailment? Tick if Yes →				
POSTCODE OF FIRST STOP - EN1 4NR					LAST CARD NO.	CHANGE OF PACKS	FIRST CARD NO.		
START HERE	STOP	TOP CARD NO. ON ARRIVAL	CONTINUE HERE			STOP	TOP CARD NO. ON ARRIVAL		
Turkey Street Station	UH12								
Enfield Crematorium	UH13								
Hoe Lane	UM0								
Carterhatch Lane	UJ01								
Cambridge Gardens	UJ02								
Southbury Road	UJ13								
Lincoln Road	UJ09								
Trinity Ave / Bush Hill Park	U101								
Bury Street	U002								
Church Street	U001								
Deansway	U507								
Westerham Avenue	U506								
Cambridge R/about / North Side	U504								
Cambridge R/about / South Side	U503								
Pasteur Gardens	U502								
Empire Parade	U501								
White Hart Lane	9C09								
Courtman Road	9C08								
Gospatrick Road	9C07								
Granville Road	9801								
Boundary Road	9803								
Westbury Ave Baptist Church	9811								
Turnpike Lane Bus Station	9903								

CONTINUE ON NEXT COLUMN



Appendix 2 - Survey Card / Questionnaire

**Transport for London (TfL)  
Passenger Survey - Side 1**

↓

*Office Use only*

+ This survey is being carried out to help us provide a better, more tailored, bus network. Completion is voluntary and you may be surveyed on more than one bus. Please accept a card each time and complete both sides. Our surveyors can provide the use of a pen if necessary.

By submitting this form, you are authorising TfL, its subsidiaries and service providers, to use your personal details for research purposes only. These details will be properly safeguarded and processed in accordance with the requirements of the Data Protection Act 1998.

Please hand the card in as you leave the bus, even if the questionnaire is not completed.  
(There is no need for Under 16s to answer questions 2, 5 and 9)

1 How did you get to where you boarded this bus?  
(Please cross ~~one~~ one box only)

Another Bus <input type="checkbox"/> 1	London Underground <input type="checkbox"/> 3	DLR/Tram <input type="checkbox"/> 5
National Rail / London Overground <input type="checkbox"/> 2	Walked <input type="checkbox"/> 4	Other <input type="checkbox"/> 6

If under 16 years old, please go straight to question 3

2 At what street/location did you start the journey you are making?

Street

Locality/Town

POST CODE

3 Thinking of the place where you started your journey, why were you there? (Please cross ~~one~~ one box only)

Home <input type="checkbox"/> 1	Work <input type="checkbox"/> 5
Picking up/Dropping off Someone <input type="checkbox"/> 2	Shopping/Personal Business <input type="checkbox"/> 6
Your Hotel/Hostel <input type="checkbox"/> 3	Education <input type="checkbox"/> 7
Social/Recreation <input type="checkbox"/> 4	Other <input type="checkbox"/> 8

4 How will you continue your journey after leaving this bus?  
(Please cross ~~one~~ one box only)

Another Bus <input type="checkbox"/> 1	London Underground <input type="checkbox"/> 3	DLR/Tram <input type="checkbox"/> 5
National Rail / London Overground <input type="checkbox"/> 2	Walk <input type="checkbox"/> 4	Other <input type="checkbox"/> 6

+

**Please turn over**



**Side 2**

+

Please turn over and complete Side 1 first

+ If under 16 years old, please go straight to question 6

5 At what street/location will you finish the journey you are making?

Street

Locality/Town

POST CODE

6 Thinking of the place where you will finish your journey, why are you going there? (Please cross  one box only)

- |                                                            |                                                       |
|------------------------------------------------------------|-------------------------------------------------------|
| Home <input type="checkbox"/> 1                            | Work <input type="checkbox"/> 5                       |
| Picking up/Dropping off Someone <input type="checkbox"/> 2 | Shopping/Personal Business <input type="checkbox"/> 6 |
| Your Hotel/Hostel <input type="checkbox"/> 3               | Education <input type="checkbox"/> 7                  |
| Social/Recreation <input type="checkbox"/> 4               | Other <input type="checkbox"/> 8                      |

7 How did you pay your fare? (Please cross  one box only)

- |                                                                     |                                                                     |
|---------------------------------------------------------------------|---------------------------------------------------------------------|
| Oyster/Travelcard/ Pay As You Go <input type="checkbox"/> 1         | Contactless Bank Card <input type="checkbox"/> 5                    |
| Under 16 Free/16+ Zip/18+ Student Oyster <input type="checkbox"/> 2 | Freedom/International Concessionary Pass <input type="checkbox"/> 6 |
| Saver Ticket <input type="checkbox"/> 3                             | Staff/Police Pass <input type="checkbox"/> 7                        |
| Child Travelcard <input type="checkbox"/> 4                         |                                                                     |

8 Are you a United Kingdom resident?

Yes  1 | No  2

+ If under 16 years old, please go straight to question 10

9 What is your home post code?

10 How many cars/vans are owned by people in your household?

None  0 | One  1 | Two or more  2

11 Are you: Male  1 | Female  2

12 How old are you?

- |                                            |                                          |
|--------------------------------------------|------------------------------------------|
| Younger than 11 <input type="checkbox"/> 1 | 41-50 <input type="checkbox"/> 6         |
| 11-15 <input type="checkbox"/> 2           | 51-60 <input type="checkbox"/> 7         |
| 16-18 <input type="checkbox"/> 3           | 61-70 <input type="checkbox"/> 8         |
| 19-30 <input type="checkbox"/> 4           | Older than 70 <input type="checkbox"/> 9 |
| 31-40 <input type="checkbox"/> 5           |                                          |

+

**Thank you for your help.**

+

Please hand this card in when you get off the bus  
London Buses, 197 Blackfriars Road, Southwark, London SE1 8NJ

## Appendix 3 – Logic Checks and Heirarchical Grading of Card Answers

### Logic Checks

Logic Checks should be designed to highlight any individual data entry record that creates an “impossible” record. A series of checks will be required on the entry of both Control Sheets and Cards separately, and also together for each trip. It is strongly recommended that these checks validate each record and highlight any errors/warnings at point of entry, rather than in quantity at the end of the process.

On Control Sheets, the Actual Arrival Time must be later than the Actual Depart Time. If fieldworkers have not filled in one or both of these, the field(s) should be left blank. The list of stops for that trip should be generated from the path file as this will provide the definitive information for that trip. The opening and closing serial numbers for each range of cards on that trip (usually one range but can be more) should be entered first so that any subsequent entry of a serial number outside that range is not accepted. The first and last serial numbers entered for each trip must be the same as the first and last numbers in the range already entered. When entering serial numbers against each stop, negative jumps cannot be accepted, and serial numbers must be the same or higher than the previous stop. Excessive jumps should also be flagged with a warning message, with any jump over 50 highlighted. Such a jump is possible, more than 50 passengers boarding at one stop could be legitimate, and the respective card pack should be checked to confirm any cards within that range being returned. If there are cards within that range, the jump is acceptable and data entry can continue.

When data entry of Cards is undertaken, each card serial number entered must be within the quoted range(s) on the Control Sheet record for that trip, and should also be unique. Any subsequent cards with duplicate serial numbers should be removed from the pack without being entered, but not disposed of. The alighting stop must be after the boarding stop, and must exist within the path file for that trip.

When data entering the answers on cards, Questions 2, 5 and 9 are not captured. All other questions have a series of cross (x) boxes, each of which has a number alongside it. This is the number that is data entered. Reference to Appendix 1 will show the layout of each side of the card.

The data entry validation must not accept any number not represented by one of the cross boxes. For example, Q.1 can have answers in the range 1-6 inclusive, but 7, 8 or 9 must not be accepted. Any non-answer should be entered as “0”, with the important exception of Q.10. This asks about vehicle ownership in the household, and clearly “0” is a legitimate answer. So, FOR THIS QUESTION ONLY, a non-answer should be entered as “9”.

### Heirarchical Grading of Card Answers

A common mis-understanding among passengers is to answer Questions 3 and 6 as a round trip, and cross the same box for both questions. Whilst some of these could be legitimate (“Work” to “Work” could be moving between two separate work locations), the most common is answering “Home” to both questions, which is not

acceptable. Where this occurs, manual checking should assess which is the more likely answer to be correct, by looking at time of day, direction of travel, etc., and entering that record and leaving the other answer as "0".

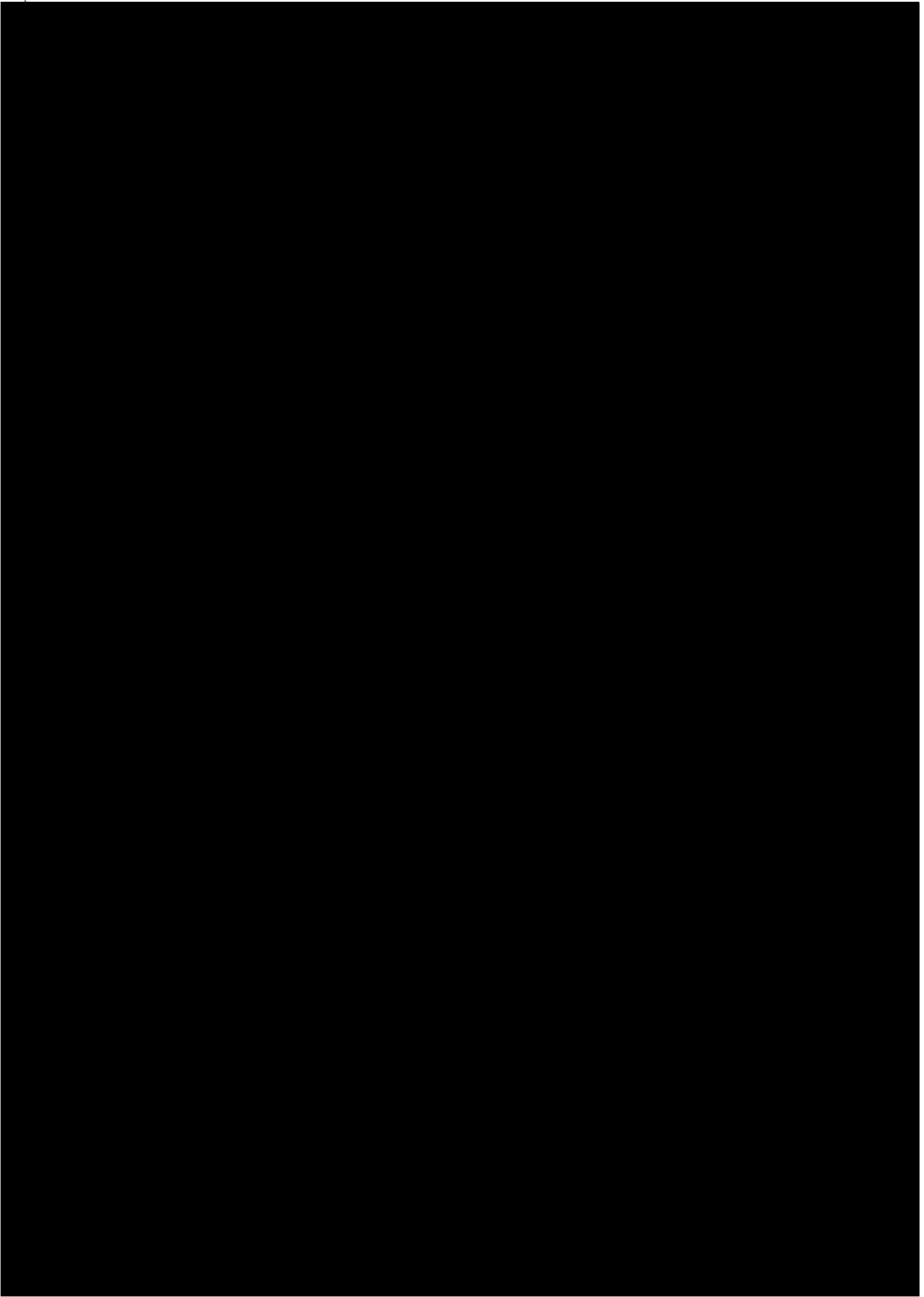
Some passengers may cross more than one answer to a question. For Questions 1, 3, 4 and 6 this could be legitimate for the passenger, but BODSDE can only accept one answer per question. A system of validation should be used that will flag to the user all cards that contain any multiple boxes crossed for any question. For this reason, there is a set of hierarchical rules to ensure only one answer is data entered. These rules also deal with multiple answering of other questions, plus some cross-referencing between questions. The rules are set out below.

- Q.1 – Where "Bus" has been crossed with any other answer, take "Bus" as the answer.
- Q.1 – Where "National Rail/London Overground" has been crossed with any other answer, take "National Rail" as the answer (unless with "Bus"). If "National Rail" is crossed with "London Underground" treat the question as not answered.
- Q.1 – Where "London Underground" has been crossed with any other answer, take "London Underground" as the answer (unless with "Bus" or "National Rail" – see above).
- Q.1 – Where "DLR/Tram" has been crossed with "Bus", "National Rail" or "London Underground", defer to these. If crossed with "Walk" or "Other" take "DLR" as the answer.
- Q.1 – Where "Walk" has been crossed with any other answer, defer to all other answers except "Other". In that case, take "Walk" as the answer.
- Q.1 – Where "Other" has been crossed with any other answer, defer to all other answers.
- Q.3 – Where "Home" has been crossed with "Picking up", "your Hotel/Hostel" or "Social/Recreation", take "Home" as the answer. For any other multiple crosses, treat the question as not answered and enter "0".
- Q.4 – As per Q.1.
- Q.6 – As per Q.3
- Q.7 – Where "Adult Bus Pass" is answered with "Saver Ticket", "Adult Cash" or "Staff Pass", take "Adult Bus Pass" as the answer.
- Q.7 – Where "Adult Cash" is answered with "Staff Pass", take "Adult Cash" as the answer.
- Q.7 – Where "Saver Ticket" is answered with either "Adult Cash" or "Staff Pass", take "Saver Ticket" as the answer.
- Q.7 – Some rules are to be cross-referenced with Q.12. These are:
  - If "Freedom Pass" is answered with any other ticket type and the respondent has indicated in Q.12 that they are over 60 years old, then "Freedom Pass" is the correct answer. If they have not indicated in Q.12 that they are over 60 or the question has been left blank, then the other ticket type should be taken as the correct answer.

- If "Zip/Under 18" is answered with any other ticket type (except "Child Travelcard") and the respondent has indicated in Q.12 that they are under 18, then "Zip/Under 18" is the correct answer. If they have not indicated in Q.12 that they are under 18 or the question has been left blank, then the other ticket type should be taken as the correct answer.
- If "Child Travelcard" is answered with any other ticket type and the respondent has indicated in Q.12 that they are younger than 11, then "Child Travelcard" is the correct answer. If they have not indicated in Q.12 that they are younger than 11 or the question has been left blank, then the other ticket type should be taken as the correct answer.
- Questions 8, 10, 11 and 12 – In each of these questions, where more than one box has been crossed, treat the question as not answered and enter "0".
- All cross-box questions – Where all boxes have been crossed, treat the question as not answered and enter "0"

**SERVICE PROVIDERS PROPOSAL**











































































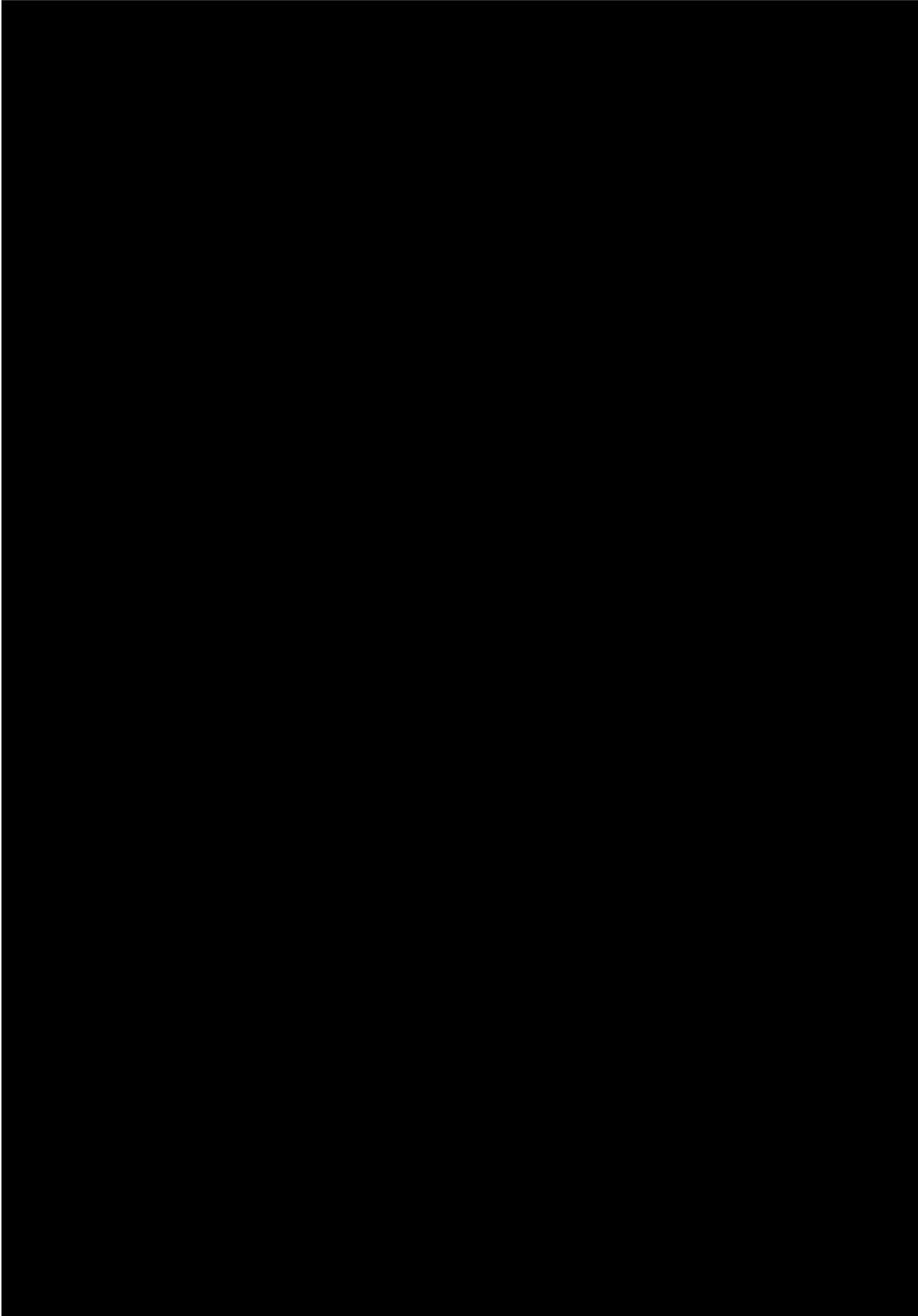








**SCHEDULE 4 - RATES**





**Attachments:** Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract

## Attachment 1

[To be completed by the Authority]

### 1. Services to be provided and associated information

*[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.*

*Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.*

*You should also define other requirements you wish the Service Provider to respond to such as:*

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 4);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.]*

## 2. Acceptance Criteria

*[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]*

## 3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

## 4. The Authority Account Details

Relevant account code and cost centre:

## 5. The Authority's Call-Off Co-ordinator

Name: Richard Jones

Address: Palestra, 197 Blackfriars Road, London, SE1 8NJ

Tel:

Fax:

Email:

## 6. Additional insurance (if any) to be held by Service Provider:

*[Delete as appropriate]*

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

## **Attachment 2**

### **Proposal**

*[To be completed by the Service Provider]*

#### **1. Proposed Solution**

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

#### **2. Charges**

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

#### **3. Service Team and Personnel**

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

#### **4. Experience**

An outline of relevant past work or projects including references;

#### **5. Proposed sub-contractors (if any)**

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

#### **6. Proposed completion date**

[Complete only if different from duration/expiry date stated in Attachment 1]:

#### **7. Insurance**

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

#### **8. Other Information**

**Attachment 3**  
**Special Conditions for Call-Off**



- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

### **3. CALL-OFF TERM**

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

### **4. CHARGES**

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

### **5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL**

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

**SIGNED**

For and on behalf of the Authority

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED**

For and on behalf of [*the Service Provider*]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**8. Availability of Key Personnel**

The Service Provider's Key Personnel shall be available at the following period of notice:

**9. Other information or conditions**

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

## **Attachment 2**

[To be completed by the Service Provider]

**1. Charges**

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

**2. Key Personnel**

The Service Provider's Key Personnel (include grades and areas of responsibility):

**3. Proposed sub-contractors (if any)**

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

**4. Proposed completion date**

**[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]**

**Attachment 3**  
**Special Conditions for Call-Off**

**SCHEDULE 7 - FORM FOR VARIATION**

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

**AUTHORITY FOR VARIATION TO AGREEMENT (AVC)**

Pursuant to Clause 32 of this 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 Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
<b>ALLOWANCE TO THE AUTHORITY</b>	
<b>EXTRA COST TO THE AUTHORITY</b>	
<b>TOTAL</b>	

.....  
For the Authority

<b>ACCEPTANCE BY THE SERVICE PROVIDER</b>	
<b>Date</b>	<b>Signed</b>

**SCHEDULE 8 – EQUALITY & DIVERSITY, HEALTH & SAFETY**



























































## **SCHEDULE 9 – RE-TENDER COOPERATION**

The Service Provider shall provide the following information to assist with the re-tendering of the Services:

Data Processing requirements and methodology developed in the course of delivering the Services.