



Agreement Reference Number: TfL 94103

Date: 12th May 2021

**Framework Agreement
for the Provision of Services**

**TfL 94103 Furniture and Office Equipment Logistics
(Remedial, Relocation, Installations and Storage) Services.**

between

Transport for London

And

Ede's (UK) Ltd

Version: Generic April 2020

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THIS AGREEMENT is made the 3rd May 2021

BETWEEN:

- (1) Transport for London (“**the Contracting Authority**”); and
- (2) Ede's (UK) Ltd, a company registered in England and Wales (Company Registration Number 5304354) whose registered office is at [REDACTED] **the Service Provider**”).

RECITALS:

- A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This framework agreement can be utilised by the Contracting Authority or any other member of the TfL Group.
- D. The terms and conditions of this Agreement provide that the Greater London Authority or any of its other functional bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the payment of five pounds (£5.00) by the Authority to the Service Provider (receipt of which the Service Provider acknowledges), it is agreed that:

1. Definitions and Interpretations

In the Agreement (including the Recitals):

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

“Affected Party”	has the meaning given to it in Clause 29.3;
“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority and or any TfL Group member utilising this Agreement;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	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;
“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clause 31:

- (a) to give effect to a Declaration of Ineffectiveness; or
- (b) to give effect to a Public Procurement Termination Event;

“Charges”

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;

“Confidential Information”

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;

“Data Protection Legislation”

means:

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“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 113(2)(a) or 118(3) the Utilities Contracts Regulations 2016;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of 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 Majeure Event or its impact;

“Holding Company”

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;

“Intellectual Property Rights”

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;

“Key Personnel”

the Service Provider’s key personnel named as such in Schedule 1 or any relevant Call-Off Contract;

“Losses”

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

“Milestone”

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

“Mini-Competition”

a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

“PDF Invoices”

invoices in PDF (portable document format) format;

“Personal Data”

has the meaning given to it in the Data Protection Legislation;

“Processing”

has the meaning given to it in the Data Protection Legislation;

“Project Plan”

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;
“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Proposal”	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;
“Public Procurement Termination Event”	has the meaning given to it in Clause 31.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described in either Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Request Form”	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;
“Required Date”	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;
“Service Provider Equipment”	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;
“Service Provider’s Manager”	the person who is identified as the

	Service Provider's Manager in the Call-Off Contract for the relevant Services;
"Service Provider's Personnel"	all such persons, 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;
"Services"	(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 34; and (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;
"Specification"	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;
"Supply Chain Finance Option"	has the meaning given to it in paragraph 1 of Part B of Schedule 7;
"Term"	the period during which this Agreement continues in force as set out in Schedule 1;
"TfL"	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
"TfL Group"	TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary;

- “TfL Premises”** 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);
- “Transparency Commitment”** means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments; 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 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, 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 Where the Authority opts to undertake a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion, are capable of providing the Services to the Authority's satisfaction, a Request Form as set out in Schedule 5B, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:
- 3.3.1 the Service Provider shall immediately confirm receipt of such Request Form;
 - 3.3.2 the Service Provider shall respond to a 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 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;
 - 3.3.3 the Authority will award the relevant Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.
- 3.4 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 Commissioner 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 cannot affect or amend this Agreement and 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 29 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.
- 5.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with this Agreement and/or the relevant Call-Off Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.

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.

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:
 - 7.2.1 PDF Invoices via email to the email address set out in each Call-Off Contract and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or
 - 7.2.2 electronic invoices provided such electronic invoices comply with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870 as updated from time to time; and

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's name, address and 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. PDF Invoices shall be taken and electronic invoices shall be taken to have been received as at the time of transmission.

- 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;

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 20, 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 10.4.

- 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 15, 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;
- 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 subcontract, 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; and
- 11.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
- 11.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 11.2.7.3 above in any sub-contract it awards.

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.
- 11.3.4 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 29.1.4.

13 Access to Premises

- 13.1 Subject to Clause 10.4 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 with and shall 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 where possible, shall provide the Services in such a manner as 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;

14.1.6 where applicable and without limiting the generality of Clause 14.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it;

14.1.7 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 14.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.8 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).

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. London Living Wage

15.1 For the purposes of this Clause 15, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Subcontractor”	a sub-contractor (of any tier) of the Service Provider.

- 15.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 15.3.1.
- 15.3 Without prejudice to any other provision of this Agreement and any Call-Off Contract, the Service Provider shall:
- 15.3.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:
 - 15.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - 15.3.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage)
equivalent to or greater than the London Living Wage;

15.3.2 ensure that none of:

15.3.2.1 its employees; nor

15.3.2.2 the employees of its Sub-contractors;

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

15.3.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

15.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 15; and

15.3.3.2 reasonable evidence that Clause 15.3.1 has been implemented;

15.3.4 disseminate on behalf of the Authority to:

15.3.4.1 its employees; and

15.3.4.2 the employees of its Sub-contractors;

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

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

15.3.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

15.3.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 15.3.1 have been complied with.

15.4 For the avoidance of doubt the Service Provider shall:

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

15.4.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage, on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

15.5 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.

15.6 Without limiting the Authority's rights under any other termination provision in this Agreement or any Call-Off Contract, the Service Provider shall remedy any breach of the provisions of this Clause 15 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 15 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Agreement and/or any Call-Off Contract.

16. 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.

17. Equipment

17.1 Risk in:

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

17.1.2 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:

- 17.2 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.

18. 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.

19. Records, Audit and Inspection

- 19.1 The Service Provider shall, and shall procure that its sub-contractors shall:
- 19.1.1 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
 - 19.1.2 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 Data Protection Legislation) which shall only be retained for as long as necessary following termination or expiry of this Agreement or relevant Call-Off Contract ("Retention Period").
- 19.2 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.

20. 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.

21. Indemnity

- 21.1 Subject to Clause 21.2, 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).
- 21.2 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.

22. Insurance

- 22.1 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:
- 22.1.1 public liability to cover injury and loss to third parties;
- 22.1.2 insurance to cover the loss or damage to any item related to the Services;

22.1.3 product liability; and

22.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the product liability insurance referred to in Clause 22.1.3 or, if applicable, the public liability insurance referred to in Clause 22.1.1. 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.

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

22.3 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 22.1 and payment of all premiums due on each policy.

22.4 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 22.1 being or becoming void, voidable or unenforceable.

22.5 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.

23. The Authority’s Data

23.1 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.

23.2 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.

24. Intellectual Property Rights

24.1 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 and 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.

- 24.2 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.
- 24.3 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 trademarks, trade names, logos or other Intellectual Property Rights of the Authority.
- 24.4 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.

25. Privacy, Data Protection and Cyber Security

- 25.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement, any relevant Call-Off Contract and Schedule 2.
- 25.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

26. Confidentiality and Announcements

- 26.1 Subject to Clause 27, the Service Provider will keep confidential:
- 26.1.1 the terms of this Agreement and all Call-Off Contracts; and
- 26.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 26.2 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 26.1.
- 26.3 The obligations on the Service Provider set out in Clause 26.1 will not apply to any Confidential Information which:
- 26.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 26); or

- 26.3.2 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
- 26.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 26.4 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.
- 26.5 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.
- 26.6 The provisions of this Clause 26 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

27. Freedom of Information and Transparency

- 27.1 For the purposes of this Clause 27:
- 27.1.1 **“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;
- 27.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 27.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 27.2 The Service Provider acknowledges that the Authority:

- 27.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 27.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 27.3 Without prejudice to the generality of Clause 27.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 27.3.1 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
- 27.3.2 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.
- 27.4 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.
- 27.5 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.
- 27.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 26.1 and Clause 27, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 27.7 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.
- 27.8 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 27.6. The Authority shall make the final

decision regarding publication and/or redaction of the Contract Information.

28. DISPUTE RESOLUTION

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 Where a dispute is referred to mediation under Clause 28.3, 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.
- 28.6 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.
- 28.7 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 42.
- 28.8 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 28.

- 28.9 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 28 and Clause 28 shall not apply in respect of any circumstances where such remedies are sought.

29. BREACH AND TERMINATION OF AGREEMENT

- 29.1 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:

29.1.1 in addition and without prejudice to Clauses 29.1.2 to 29.1.6 (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

29.1.2 the Service Provider is subject to an Insolvency Event; or

29.1.3 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

29.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or

29.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

29.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

29.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

- 29.2 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 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 29.2 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.

- 29.3 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 29.3 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.
- 29.4 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 29.1 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 29.4 may be disapplied by notice to that effect in Schedule 1.
- 29.5 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 29 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.

30. CONSEQUENCES OF TERMINATION OR EXPIRY

- 30.1 Notwithstanding the provisions of Clause 26, 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.
- 30.2 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.
- 30.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):
- 30.3.1 the Service Provider shall, at no further cost to the Authority:
- 30.3.1.1 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
- 30.3.1.2 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.
- 30.3.2 the Authority shall (subject to Clauses 20, 30.1 and 30.4 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.
- 30.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 29.1 or a cessation of any Services under Clause 29.4 (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 29.1), 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.

31 Declaration of Ineffectiveness and Public Procurement Termination Event

31.1 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 30 and Clauses 31.1, 31.2, 31.4 to 31.6 (inclusive) and 31.12 shall apply as from the time when the Declaration of Ineffectiveness is made. The provisions of Clause 30.4 shall apply (*mutatis mutandis*) as if (for this purpose and no other) the notice of Declaration of Ineffectiveness was a notice by the Authority to terminate the Call-Off Contract under Clause 30.4.

31.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 31.1 to 31.6 inclusive.

31.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 31.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

31.3.1 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

31.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 31.2 to 31.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

31.4 Where there is any conflict or discrepancy between the provisions of Clause 30 and Clauses 31.2 to 31.6 (inclusive) and 31.12 or the Cessation Plan, the provisions of these Clauses 31.2 to 31.6 (inclusive) and 31.12 and the Cessation Plan shall prevail.

31.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be

reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

- 31.6 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 any Declaration of Ineffectiveness.
- 31.7 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 31.7 (a "Public Procurement Termination Event"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 31.7.1 the provisions of Clause 30 and these Clauses 31.7 to 31.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 31.7.2 if there is any conflict or discrepancy between the provisions of Clause 30 and these Clauses 31.7 to 31.12 (inclusive) or the Cessation Plan, the provisions of these Clauses 31.7 to 31.12 (inclusive) and the Cessation Plan shall prevail.
- 31.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided for in Clauses 31.7 to 31.11 inclusive.
- 31.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 31.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

- 31.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities, in accordance with the provisions of Clauses 31.7 to 31.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 31.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 31.11 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 as a result of Public Procurement Termination Grounds.
- 31.12 For the avoidance of doubt, the provisions of this Clause 31 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

32. SURVIVAL

The provisions of Clauses 1, 5-8 (inclusive), 10, 11.2.2, 11.2.3, 12, 13.1.1, 13.1.2, 13.1.5, 13.2, 17, 19-23 (inclusive), 24.2, 25-28 (inclusive), 30-34 (inclusive), 35-45 (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.

33. RIGHTS OF THIRD PARTIES

- 33.1 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.
- 33.2 Notwithstanding Clause 33.1, 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.

34. CONTRACT VARIATION

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, this Agreement or any relevant Call-Off Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 7) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

35. NOVATION

- 35.1 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).
- 35.2 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.
- 35.3 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.

36. 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 38. 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.

37. 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.

38. NOTICES

With the exception of invoices, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, 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 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.

39. ENTIRE AGREEMENT

39.1 Subject to Clause 39.2:

39.1.1 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

39.1.2 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.

- 39.2 Nothing in this Clause 39 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

40. RELATIONSHIP OF THE PARTIES

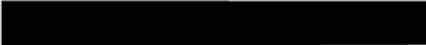
Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself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

41. FURTHER ASSURANCE

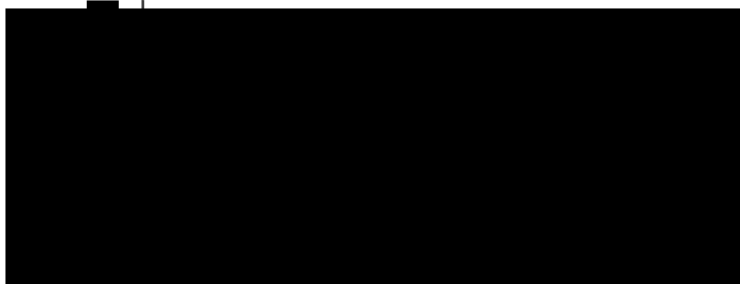
Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

42. GOVERNING LAW

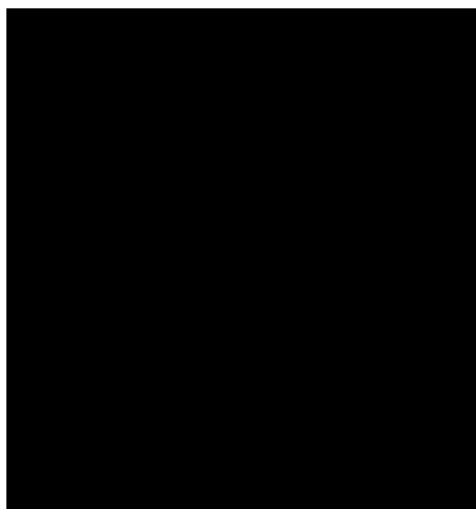
The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 28, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the 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.

 signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
the **Contracting Authority**



Date:18/5/21



SCHEDULE 1 - KEY AGREEMENT INFORMATION

1. **Agreement Reference Number:** TfL 94103
2. **Name of Service Provider:** Ede's (UK)Ltd
3. **Agreement Commencement Date:** 17th May 2021
4. **Term:** 4 years, expiring on 16th May 2025

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Service Provider's Key Personnel:

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

7. Notice period in accordance with Clause 29.4 (termination without cause): 90 days

8. Address for service of notices and other documents in accordance with Clause 37:

For the Authority: Transport for London
3rd Floor Pier Walk
North Greenwich
London
SE10 0ES

[REDACTED]

[REDACTED]

For the Service Provider:

[REDACTED]

[REDACTED]

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

VEHICLE EMISSIONS

Control of Vehicle Emissions

1. The Supplier shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:
 - CO₂, air quality and noise impacts are minimised; and
 - a technology neutral approach is adopted.
- 1.2 All vehicles used in the delivery of the Services shall meet or exceed the following CO₂ limits and European emission standards (Euro Standards) at the Commencement Date:
 - Cars - maximum certified CO₂ emissions of 99 g/km and a minimum of Euro 6 emission standards by 2018 and 75 g/km by 2020
 - Vans equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 115 g/km CO₂ and a minimum of Euro 6 emission standards
 - Vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 155 g/km CO₂ and a minimum of Euro 6 emission standards
 - Vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 189 g/km CO₂ and a minimum of Euro 6 emission standards
 - Heavy duty vehicles greater than 3500 kg kerb weight – Euro 6 emission standards.
- 1.3 If any vehicles used in the provision of the Services are due for replacement before the Expiry Date, the Supplier shall ensure that the replacement vehicle/engine meets the most stringent European or British regulated emissions standards (currently Euro 6/VI). Replacement vehicles must also meet the CO₂ limits set out above; in addition, TfL reserves the right to reduce CO₂ caps for cars and vans and introduce CO₂ caps for heavy duty vehicles during the contract term.
- 1.4 The supplier will be monitored, through self-certification and inspections at TfL sites and supplier premises, to ensure compliance with these terms. TfL reserves the right to refuse access to its estate to a vehicle which does not meet these criteria.
- 1.5 In line with Mayoral transport and environmental strategies and the Company's commitments to reduce pollutant and carbon dioxide emissions, the Supplier is required to use zero or ultra-low tailpipe emission vehicles such as electric, plug-in hybrid or biomethane vehicles in their fleet where feasible. Zero and ultra-low tailpipe emission cars and light duty commercial vehicles are widely available; if the Supplier is not able to deploy such vehicles they will be required to justify their

decision to the Company.

1.6 Any necessary recharging/refuelling infrastructure required for low emission vehicles to be supplied by the Supplier on the Company's premises will only be permitted subject to the Company's written acceptance and by separate agreement on maintenance, installation and running costs. Where the Supplier operates such vehicles, operating experience and data will be shared with the Company on request.

1.7 The Supplier will ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with the Company when requested.

1.8 The Supplier shall;

- Ensure vehicles used in connection with the Services are regularly serviced in line with the Manufacturers recommendations
- Ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and
- Monitor and record all vehicle fuel and mileage in connection with the performance of the Services

1.9 The Supplier shall report the following information on a quarterly basis. The Company reserves the right to include additional monitoring requirements throughout the Contract period if required.

- Vehicle make and model
- Individual vehicle official tailpipe CO₂ emissions (if available)
- Individual vehicle official Euro emissions standard
- Vehicle servicing frequency
- Vehicle fuel type and consumption (litres used)
- Vehicle mileage; and
- Percentage of the fleet on daily hire [and hence excluded from the above]

1.10 The Supplier shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three months of their starting to perform the Services. The Supplier shall ensure that the training course consists of theoretical training and practical implementation skills and is a minimum duration of one hour. Details

of DVSA-approved training courses including LoCITY Driving and Safe Urban Driving are available on the Fleet Operator Recognition Scheme (FORS) website.

1.11 The Supplier shall provide the driver training records to the Company as instructed by the Company's Representative.

WASTE MANAGEMENT

TfL requires the Contractor to promote recycling, minimise its waste and play a supporting role in helping TfL achieve its environmental targets.

1.1 The Contractor shall develop, implement and maintain a Waste Management Plan(s), to be submitted and approved by the Company's representative within thirty (30) days of the Commencement Date. The waste management plan must:

- (A) cover the waste produced in the performance of the Services; and
- (B) support the Company's objective to use materials more efficiently, to reduce waste to landfill and achieve the following target:
- (C) to follow the waste hierarchy and reuse, recover and recycle:
 - 99 per cent of non-hazardous waste, with interim targets by 2031, in line with The London Plan; and
 - 30 per cent for specifically for energy from recovery, (the "Waste Management Plan").

1.2 The Contractor's Waste Management Plan shall document how, until the end of the Term, the Contractor will:

- (a) implement the waste hierarchy;
- (b) comply with current legislation in relation to the storage, handling, treatment, transfer and disposal of all waste materials produced in the performance of the Services.
- (c) where reasonably practicable, identify how they will identify, prioritise and select options to prevent waste, set targets for reduction in waste and the use of virgin materials, and increase re-used and recycled content on this project, including through the use of materials, equipment and tools where technically viable, including through innovative solutions, in conjunction with key stakeholders;
- (d) ensure key staff are trained in waste minimisation and management techniques;
- (e) increase recycled content of materials used in construction and any other materials purchased; and

(f) document all decisions taken during any design work to reduce waste, and ensure this information is passed to TfL.

1.3 As a carrier of waste, the Supplier shall be registered as a waste carrier (and hold the correct licence) with the Environment Agency and shall provide evidence of registration and licence:

- within the Waste Management Plan; and
- to the Company on renewal of its registration.

1.4 The Supplier shall update the Waste Management Plan (in line with the Environmental Management Plan), and at more regular intervals where the Waste Management Plan requires amendment due to changes in Applicable Law and/or the Company's approach to waste management. All updates and amendments to the Waste Management Plan must be submitted to the Company for approval.

1.5 The Supplier shall maintain all records which it is required to maintain under Applicable Laws throughout the term of the Contract and make available these records for review by the Company within three (3) Working Days of a request for the same. Such records shall include:

- consignment notes (to accompany hazardous waste to disposal. These are completed by the producer/handler of waste and includes a description of materials involved and disposal location);
- despatch notes (these are completed by the returnee of non-waste items in accordance with the relevant procurement contract);
- waste transfer noted (to accompany general waste to disposal. These are completed by the producer/handler of waste and includes a description of materials involved and disposal location).

1.6 The Contractor is responsible for the management and removal of all waste arisings as soon as practicably possible in accordance with Good Industry Practice.

1.7 Recycled Content of Materials

2.7.1 The Supplier shall ensure a minimum of 20 % of the total material value of products and materials selected for the works derives from reused and recycled content. The Supplier shall submit proposals to the Company's Representative regarding the areas of opportunity to exceed this target figure. The Supplier shall provide a detailed explanation and justification to the Company's Representative for any failure to achieve the 20% target figure. The plan shall be documented in the Waste Management Plan, with performance reported on an annual basis.

GOODS IN TRANSIT INSURANCE

- 3.1 For the purpose of Clause 22 Insurance; a further clause below will also apply.
- 3.1.1 Insurance is required against all risks of damage (including theft) whilst in transit from one place to another or being stored during a journey.
- 3.1.2 TfL require a minimum of £25,000 for non-specialist load but framework suppliers will be asked to increase insurance levels depending on job or project for up to £100,000 on specialist furniture or equipment moves to storage.

LONDON LIVING WAGE

- 4.1 It is TfL's intention to audit suppliers once a year to ensure that the LLW is being paid. London Living Wage
- 4.1.1 The London Living Wage is an hourly rate of pay, currently set at £10.75. It is calculated independently to reflect the high cost of living in the capital, giving a worker in London and their family enough to afford the essentials and to save. However, organisations must choose to pay their employees the London Living Wage - higher than what they're required to pay by law.

This is why the Mayor is championing the benefits of the Living Wage - to the lives of Londoners and to your business - and encouraging employers to opt in. The Mayor encourages London employers to pay staff the London Living Wage. Londoners face far higher living costs than people living in other regions, especially for housing and childcare. The Living Wage goes some way to reflecting this. The wage is an hourly rate of pay, calculated according to a combination of the costs of living in London and 60% of the median wage. This gives the wage rate needed to give a worker in London enough to provide their family with the essentials of life, including a cushion against unforeseen events.

Find out more:

<https://www.london.gov.uk/search?s=london%20living%20wage>

Please note that framework suppliers will be subject to audits and clarification of rates at any time for staff allocated to work on the TfL

Relocations, Installation, Remedial and Storage framework. The London living wage increases will be paid by TfL to those grades of labour affected.

FURTHER ADDITIONAL CLAUSES

FA1 Further Insurance Requirements

FA1.1 Without prejudice to Clauses 22 or any other provision of the Contract, the Service Provider shall comply with the provisions of this Clause FA1.

FA1.2 Where the insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any property belonging to the Authority or for which the Authority is responsible and any Authority Premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.

FA1.3 The Service Provider shall:

FA1.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;

FA1.3.2 where any Insurance is due for renewal during the Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;

FA1.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;

FA1.3.4 bear the cost of all or any excesses under the Insurances;

FA1.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;

FA1.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;

- FA1.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess of £20,000 on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;
 - FA1.3.8 subject to Clause FA1.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and
 - FA1.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Authority, or any member of the Authority Group or any third party).
- FA1.4 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:
- FA1.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and
 - FA1.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Contract.
- FA1.5 If the Service Provider is in breach of Clause 22 or this Clause FA1, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

FA2 Waste Electrical and Electronic Equipment Regulations 2013

FA2.1 For the purposes of this Clause A3, unless the context indicates otherwise, the following expressions shall have the following meanings:

“WEE Equipment” means any Equipment which falls within the scope of the WEEE Regulations; and

“WEEE Regulations” means Waste Electrical and Electronic Equipment Regulations 2013 (as amended by the Waste Electrical and Electronic Equipment and Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (Amendment) Regulations 2014 and the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015.

FA2.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

- (a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and
- (b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

FA2.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause A27.

FA3 Work Related Road Risk

FA3.1 For the purposes of Clauses FA3.1 to FA3.10 (inclusive) of this Agreement and any Call-Off Contract, the following expressions shall have the following meanings:

“Alternative Scheme” has the meaning given to it in Clause

FA3.2.1;

“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;

**“Direct Vision Standard” or
“DVS”**

Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk;

“FORS”

the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard”

the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

“Gold Accreditation”

the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

“HGV”

a vehicle with a MAM exceeding 3,500 kilograms;

“MAM”

the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Silver Accreditation”

the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk;

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms; and

**“WRRR Self-Certification
Report”**

has the meaning given to it in Clause FA3.8.

Fleet Operator Recognition Scheme Accreditation

FA3.2 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Agreement Commencement Date:

- FA3.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
- FA3.2.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

FA3.3 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

FA3.4 Where applicable, for works contracts exceeding a value of £1m:

- FA3.4.1 the Service Provider shall comply with the CLOCS Standard; and
- FA3.4.2 the Service Provider shall ensure that the conditions at all sites and locations where:
 - FA3.4.2.1 the Services are being delivered; or
 - FA3.4.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from, are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

FA3.5 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

- FA3.5.1 the Service Provider shall comply with the DVS Schedule attached to this Agreement; and
- FA3.5.2 the Service Provider shall ensure that:
- FA3.5.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
- FA3.5.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

FA3.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term.

Collision Reporting

FA3.7 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Agreement, the Service Provider shall within 15 days of the Agreement Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

FA3.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Agreement Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses FA3.2, FA3.3, FA3.4, FA3.5, FA3.6 and FA3.7 (as applicable) of this Agreement (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

FA3.9 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Agreement:

FA3.9.1 Clauses FA3.2, FA3.6, FA3.7, FA3.8; and

FA3.9.2 Category N2 HGVs – Clauses FA3.3; and

FA3.9.3 for Category N3 HGVs – Clauses FA3.3, and, where applicable FA3.4, FA3.5;

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

Failure to Comply

FA3.10 Without limiting the effect of any other clause of this Agreement or any Call-Off Contract relating to termination, if the Service Provider fails to comply with Clauses FA3.2, FA3.3 (where applicable), FA3.4 (where applicable), FA3.5 (where applicable), FA3.6, FA3.7, FA3.8 and FA3.9;

FA3.10.1 the Service Provider has committed a material breach of this Agreement or any Call-Off Contract; and

FA3.10.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

3.2.5.1 TfL Work Related Road Risk (WRRR) contractual clauses

Transport for London (TfL) aims to promote safe, sustainable freight activity within TfL's supply chain and in vehicle movements to, from and within London.

TfL have introduced Work Related Road Risk (WRRR) clauses into our contracts to reduce the risk of a road user being killed or seriously injured by a work vehicle. These clauses are relevant where the contract includes the use of lorries and vans, delivering to, collecting from or servicing TfL sites

For more information on WRRR, please take a look at the following booklets

- TfL WRRR General Briefing
- 9208 AECOM TfL WRRR Supplier leaflet
- 9323 AECOM TfL WRRR Driver Training

Find out about: <https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/work-related-road-risk>

3.2.5.2 The Fleet Operator Recognition Scheme (FORS)

3.2.5.2.1 Work Related Road Risk (WR) Requirement;

- TfL is committed to increasing safety on London's roads, and Work-Related Road Risk (WRRR) clauses have been included in TfL contracts since February 2012. All organisations using HGVs and vans to deliver TfL contracts (including subcontractors) must comply with WRRR and must also be accredited to a minimum of FORS Silver throughout the life of the contract.
- All drivers operating HGVs and vans will be required to undergo approved progressive driver training consisting of an approved Vulnerable Road User (VRU) training specifically for the urban environment which includes on-road experience from a cyclist's perspective. This training is to be completed at least once every 5 years.

For more information on WRRR, please visit:
<https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/work-related-road-risk>

- FORS is an accreditation scheme that aims to raise the level of quality in fleet operations and encourage safer, more efficient and environmentally sound operations.

To become accredited, operators must meet clearly defined requirements in terms of their management, vehicles, drivers and operations. Operators first register with the scheme, with accreditation awarded as a result of an on-site FORS audit, carried out annually.

- The first WRRR requirement is for all framework suppliers to have a **minimum FORS status of Silver**. Suppliers that do not possess FORS will have 90 days after award of contract to become FORS silver. This is included to ensure operators are meeting a common baseline level of compliance against all regulatory requirements relevant to transport operations.

- FORS operators are encouraged to progress through the scheme to achieve Gold level accreditation in due course. Framework Logistics supplier will ensure that each of its sub-contractors who operate freight vehicles on TfL contracts will comply with the WRRR safety clauses as if those subcontractors were a party to the contract.
- Where the supplier does not operate its own vehicles, but sub-contracts its freight fleet operations, they shall provide the name of the company and FORS ID(s) of the operators on this form, and request the information required for this form from their sub-contractors.
- Work Related Road Risk requirements in FORS is a progressive scheme with three levels providing distinction between operators reaching different levels of standards in operations. The first level is bronze, with higher standards required for silver and then gold. To progress an operator must meet all the requirements of lower awards. As a progressive scheme, FORS standards change as a result of particular issues on London's roads and other developments.
- The focus on the revised standards is to improve vulnerable road user safety and to align with existing WRRR standards, including the TfL WRRR requirements. The amended FORS standards assist operators in complying with these requirements.
- There is a transition period for these changes to come into effect and operators with existing accreditation are not required to meet the revised standards retrospectively, but on their annual re-approval audit. The transition dates are as follows:
 - a. Operators registered with FORS and will be subject to the existing FORS standards.
 - b. Operators registered with FORS will be required to meet the revised FORS standards.
 - c. All FORS existing accredited operators will have met the revised standards of Silver by 31st December 2019.

- Operators accredited to the revised FORS silver requirements will be meeting all of TfL's WRRR requirements, providing drivers undertake the Safe Urban Driving CPC module as part of the FORS training requirement.
- FORS accredited operators can take advantage of offers including free 'Safe Urban Driving' training and Practitioner Workshops for managers, as well as discounts on driver licence checks and close proximity blind spot safety equipment.
- It is expected that all suppliers will be FORS Silver standard.

For more information on FORS, please take a look at the following booklets

- TfL Fleet Operator Recognition Scheme Manual
- TfL FORS Standard
- TfL FORS Compliance-and-Enforcement-Manual
- TfL FORS Standard - Fleet terms and conditions
- TfL FORS Standard - Rules-and-procedures

Find out about: <https://www.fors-online.org.uk/cms/>

FA4 Timber Standards

FA4.1 For the purposes of this Clause FA4, unless the context indicates otherwise, the following expressions shall have the following meanings:

- “Independent Report”** an independent report by an individual or body:
- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 65:1996 (EN 45011:1998); and
 - (ii) general requirements for bodies operating product certification systems; and
 - (b) who is accredited to audit against forest management standards by a national or

international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

“Legal Timber”

Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:

- (a) had legal rights to use the forest;
- (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;

“Recycled Timber” and “Reclaimed Timber”

recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Authority’s satisfaction in order to satisfy this definition;

“Sustainable Timber”

Timber, which in order to meet the Authority’s criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b);

“Sustainably Sourced Timber”

Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is

maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, the Authority will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Service Provider may demonstrate to the Authority's satisfaction is equivalent;

“Timber”

wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

“Virgin Timber”

Timber supplied or used in performance of the Contract that is not Recycled Timber.

FA4.2 Service Provider's Obligations and the Authority's Rights

FA4.2.1 The Service Provider shall ensure that all Timber supplied or used in the performance of the Contract shall be Sustainable Timber. If it is not practicable for the Service Provider to meet this condition the Service Provider must inform the Authorities in writing prior to the supply of any Timber that is not Sustainable Timber and stating the reason for the inability to comply with this condition. The Authority reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Authority exercises its right to reject any Timber, the provisions of Clause 29.2.4 shall apply.

FA4.2.2 Without prejudice to Clauses FA4.2.1 and FA4.4.2, all Virgin Timber procured by the Service Provider for supply or use in performance of the Contract shall be Legal Timber.

- FA4.2.3 The Service Provider shall ensure that Virgin Timber it procures for supply or use in performance of the Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- FA4.2.4 The Authority reserves the right to reject at any time any Timber that does not comply with the conditions of this Contract or the Specification. Where the Authority exercises its right to reject any Timber, the Service Provider shall supply contractually compliant alternative Timber, at no additional cost to the Authority and without causing delay to the performance of the Contract.
- FA4.2.5 The Service Provider shall maintain records of all Timber supplied and used in the performance of the Contract. Such information shall be made available to the Authority promptly if requested at any time.

FA4.3 Authority's Reporting Requirements

- FA4.3.1 Unless the Authority has given its written approval in accordance with Clause FA4.2.1 that Timber that is not Sustainable Timber may be used, then, if requested, the Service Provider shall promptly provide evidence to the Authority's satisfaction that the Timber is Sustainable Timber.
- FA4.3.2 Upon a request by the Authority referred to in Clause FA4.3.1, in the event that the Service Provider does not promptly provide such evidence, or the evidence provided does not satisfy the Authority's requirements, then (and without prejudice to Clause FA4.4.1), the Authority reserves the right to retain 25% of any monies payable to the Service Provider under the Contract until such date as the Authority is in receipt of such evidence and the Authority is satisfied that the evidence establishes that the Timber is Sustainable Timber.
- FA4.3.3 The Service Provider shall report quarterly on its use of Sustainable Timber in the performance of the Contract, in accordance with the Timber Standards Appendix of this schedule.
- FA4.3.4 The Service Provider shall report on the amount of Timber that has been supplied to the Authority in accordance with Clause FA4.2.1 which is not Sustainable Timber.

FA4.4 Verification

FA4.4.1 Evidence of Sustainable Timber

The Authority reserves the right to determine whether the evidence supplied by the Service Provider is sufficient to satisfy it that the Specification and the conditions of contract have been fully complied with. In the event that the Authority is not so satisfied, the Service Provider shall, on written request by the Authority, commission and meet the costs of an Independent Report to:

- (a) verify the source of the Timber; and
- (b) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

FA4.4.2 Evidence of Legal Timber

FA4.4.2.1 The Service Provider shall, before delivering any Virgin Timber under this Contract, obtain documentary evidence to the Authority's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Authority, the Service Provider shall submit such documentary evidence to the Authority either prior to delivery or at such other times as the Authority may require. For the avoidance of doubt, the Service Provider shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

FA4.4.2.2 The Authority reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery of any Timber under the Contract to require the Service Provider to produce the evidence required for the Authority's inspection within 14 days of the Authority's written request.

FA5 Equality, Diversity and Inclusion

FA5.1 For the purposes of this Clause FA5, unless the context indicates otherwise, the following expressions shall have the following meanings:

"EDI Policy"

means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;

“Equality Statement”	means a short-written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause FA5

EDI Policy

- FA5.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

Equality Statement

- FA5.3 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

EDI Audit

- FA5.4 The Authority 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 Clause FA5.
- FA5.5 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract.
- FA5.6 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.

Gender Neutral Language

- FA5.7 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the

public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

SCHEDULE 3 - SERVICES

The Specification

TfL 94103 Framework for Furniture and Office Equipment Remedial, Relocations, Installations and Storage Services

ORGANISATIONAL OVERVIEW

Business Unit

TfL Projects and Accommodation Team are responsible for moves, changes and furniture installation across the whole TfL portfolio which includes Head Office and Operational sites. It also manages building work projects for Head Offices and IT and telephony projects associated with all moves and installations. The Projects and Accommodation team are a small team and the aim is to work with suppliers to fulfil the business needs goals.

INTRODUCTION

Background

This requirement is for the provision of an integrated relocation, furniture installation, remedial run and storage service across the business portfolio of head office and operational properties. A number of suppliers are needed, due to the scale and nature of the moves programme, with works often occurring simultaneously.

Transport for London requires up to 25,000 sq. ft. of storage capacity (15,000 sq. ft. for Head Office and 10,000 sq. ft. for Operational) and remedial services to undertake minor furniture repairs, the supply of individual furniture items and day to day small item moves and transport across the entire portfolio. Suppliers are required to be able to undertake furniture repairs using spare parts to make good and desirable if they could remodel furniture from existing stock.

Operational Estates needs may require occasional access to storage in Engineering Hours (01:00hrs to 04:00hrs).

Definition of Operational Estate: Stations, Fleet Depots, Train Crew Accommodation, Track and Signal Depots, Docklands Light Railway, London Overground, London Bus Services Regional Offices and Bus Stations, London Trams, River Services including Woolwich Pier and, Tower Pier, LT Museum (approximately 400 sites). The contract will cover the following business units London Underground, Surface, TfL Corporate, London Rail, GLA, BTP Police and other functional bodies. The extent of service is predominantly furniture installations and removal of redundant furniture as well as delivery of adhoc items of furniture and white goods.

The Head Office portfolio comprises 34 buildings across London; of this 3 are hub buildings at Palestra (Southwark), Pier Walk (North Greenwich) and Endeavour Square (Stratford).

Objectives

This requirement is for the provision of relocations, installations, remedial and storage services for the entire TfL estate.

A capacity of up to 25,000 sq. ft. of storage, across all four framework suppliers, minimum 6,250 sq ft each is anticipated.

This a TfL requirement however will be open to the entire Greater London Authority (GLA) and its functional bodies. It is a strategic regional authority, with powers over transport, policing, economic development, and fire and emergency planning. Three functional bodies—Transport for London, the

Mayor's Office for Policing and Crime, and the London Fire Commissioner—are responsible for delivery of services in these areas.

The requirement will also be open to the British Transport Police Authority

Overview of British Transport Police and Organisation Structure

British Transport Police is the specialist and dedicated police service for Britain's railways. It provides a service to all passenger and freight operators, their staff and customers across England, Scotland and Wales; policing the London Underground, Dockland Light Railway, the Midland Metro tram system, Croydon Tram link, Sunderland Metro, Glasgow Subway and Emirates Airline.

Together, we move and safeguard around 1.7 billion passengers annually. The railway is a unique policing environment with a unique set of needs. BTP's 3,000 police officers and 1,500 staff work across the UK from over 160 locations to deliver vital services to meet these needs.

The Authority operates across the United Kingdom and is structured into four Divisions: A, B, C & D

- A Division Force Headquarters and Central Service is the Authority's Strategic Command Centre based in Camden, London.
- B Division (North) delivers policing for railways north of the River Thames, including parts of Central London and Greater London, the Transport for London footprint, including London Underground, Docklands Light Railway and London Overground, Essex, East Anglia and the Home Counties while
- B Division (South) delivers policing for railways south of the River Thames in London, Kent, Surrey, Sussex and Hampshire.
- C Division Comprises of the Midlands, Pennines, and Wales and Western regions.
- D Division, Scotland is a unique division working under Scottish law and legislation, POLICE SCOTLAND (POLSCOT).

(N.B British Transport Police Authority acting for and on behalf of the British Transport Police and their work will be conducted within the M25 area.)

SCOPE

General Requirement

STORAGE

1. CAPACITY

The provision of a warehouse facility with a storage capacity of up to 25,000 sq. ft. for the storage of office furniture and related products such as white goods, this may fluctuate from time to time. A highly flexible facility is required to match the fluctuating levels in stock to support the current and future accommodation strategies and changes within the estate portfolio. No price increases are allowed for expansion or contraction in stock quantities, no maximum threshold, or contractual obligations based on quantity and only charged for what used.

2. LOCATION

The site and location of the warehouse needs to be strategically sited in order to be readily accessible to meet the needs of TfL Accommodation team within 90 minutes of central London. The service is required to support and provide a quick response to TfL's entire portfolio of properties.

3. INVENTORY

A full following electronic web-based inventory system will be in operation to record goods in and out; this detailed stock control system should be continuously updated and should be able to be viewed online by TfL and their nominated external suppliers.

Deliveries for sites should be itemised, checked and stored in accordance with agreed terms. All product delivered (and stored) should be identified by its final installation details and Accommodation Change Request (ACR) number. Systems and equipment should also be in place to call off, to load / off load product to and from third party vehicles.

4. STOCK

The TfL furniture store within the warehouse facility is needed to hold product on behalf of the TfL Projects & Accommodation team. The stock is generally broken down into the following areas:

(i) HEAD OFFICES

- Legacy churn stock - approx. 100-200 workstations and associated screens, pedestals and electrics. This will predominantly be made up of Steelcase (Tenaro), Sedus (Temptation) and Senator (Chemistry). Some of these systems are either redundant or not unsupported by live contracts;
- Current specification furniture stock is Senator (Chemistry);
- Storage – predominantly a mixture of steel – Templestock, Bisley, Steelcase and Sedus tambour cupboards and internals and Garran lockers;
- Seating – new task seating, serviceable used seating and meeting chairs;
- Miscellaneous items;
- New product – held awaiting installation confirmation;
- Building clearance product – this can be a mixture of product from alternative manufacturers;
- IT equipment that can include CPU's, monitors, printers, electronic whiteboards, copiers and multifunctional devices.

(ii) OPERATIONAL

- Desking and tables - approx. 50 straight desks and meeting/mess tables and associated screens and electrics. This will predominantly be made up of Actiu (Vital Plus) and Senator (Intrigue and Chemistry) product;
- Storage – predominantly a mixture of steel Bisley pedestals, cupboards and internals and Garran Lockers;
- Seating – Orangebox G64 and G64 control room chairs and seating range, serviceable used seating, meeting and mess chairs and soft seating;
- New product – held awaiting installation confirmation, including white goods and notice boards;
- Building clearance product – this can be a mixture of product from alternative manufacturers and legacy furniture that needs to be recycled;

- IT equipment that can include CPU's/monitors/printers/electronic whiteboards.

Please note that list is not exhaustive, and TfL reserves the right to change at any point.

(iii) PRODUCT SELECTION

The objective of the warehouse is to store, maintain and rotate TfL's estate surplus furniture product. Product standards should be maintained to a minimum standard (either good/acceptable condition or A1 as new).

Faulty or damaged product should be identified, recorded for remedial repair or disposed/recycling of after consultation and approved by the TfL Projects & Accommodation Team. The remit of the warehouse manager is to ensure the integrity, performance and safety of all products stored on behalf of TfL. Items not pertaining to this standard will be rejected and recycled accordingly.

The stores allow the TfL Projects & Accommodation team to be responsive to the business needs, utilise existing and surplus furniture products to the advantage and financial benefit of the TfL estate. The contractor shall be in frequent contact with the TfL Projects & Accommodation Team to advise when stock levels are running low for any item.

(iv) ENHANCEMENTS

It is desirable that the contractor has the capability to remodel and refurbish TfL legacy furniture to bring efficiencies and enhancements to the contract- in line with TfL's commitment to the GLA Group Responsible Procurement Policy.

Further background on GLA Group Responsible Procurement Policy can be found on GLA website here: www.london.gov.uk/rp-policy

The Contractor will inform TfL of all relevant circular economy opportunities arising from the services, including innovative solutions and work with TfL to assess and implement those that align with value for money and cost certainty. These include the following, which are capable of being monitored and reported through contract management;

- the use of reused, refurbished, remanufactured products/equipment/materials/tools in service delivery which meet all relevant technical and performance requirements.

- the use of durable materials and systems, including but not necessarily restricted to [insert as necessary] (all of which meet relevant performance and quality requirements).
- the design of products installed, in conjunction with the relevant supply chain, for example to prevent early obsolescence.
- the durability, repairability and availability of spare parts for products or equipment installed or used in the contract, so that their useful life may be optimized.

The Contractor will be required to support a reduction in packaging materials under this contract. This must not hinder the safe delivery of products.

This reduction must be supported through;

- Sustainably sourced materials.
- A minimum of 50% recycled content in plastic and cardboard packaging materials.
- The Contractor must ensure that return transit packaging is used throughout the supply chain wherever feasible, including re-usable packaging systems, such as unboxed palletised packaging or others.
- Recyclable materials, including the avoidance as much as possible of single-use plastics.
- Creative packaging design and innovative materials.
- Compliance with all relevant packaging and waste regulations
This will include using spare parts to make good other similar items of furniture.

(v) _OPERATING HOURS

Access to the stores needs to be regulated but should be flexible, allowing existing stocks to be maximised, fulfilling short notice requests in support of the TfL estates business needs.

Should the need arise, the stores will need to operate outside normal specified working hours and in emergencies.

The TfL Projects & Accommodation team will contact supplier(s) during Normal working hours. Normal hours of operation are 08:00 – 17:00 weekdays and 08:00 – 14:00 Saturdays.

(vi) PICKING AND SELECTING PRODUCT

Warehouse staff must be competent and familiar with the full range of products furniture fittings such as (Paragon, Asher, Steelcase, Sedus, Actiu and Senator) and all furniture makes which are specified within this document.

(vii) DISPOSAL/RECYCLING

Furniture storage can generate redundant product as it becomes economically unviable to store. The contractor should inform the TfL Projects and Accommodation team of items or batches of returned furniture that is life expired, which might include recycling, or which can be used as spare parts to make good other product. The stores must have access to a recycling facility.

All recycled product requires a waste certificate to be provided to the Projects and Accommodation team. Sale of such stock or materials must be reimbursed to TfL.

Suppliers must comply with the Waste Electronic and Electrical Equipment Regulations 2006 and subsequent amendments.

Find out more: <http://www.hse.gov.uk/waste/waste-electrical.htm>

STORAGE TYPE

A cost effective/space efficient method of storage for product, some of which needs to be disassembled and stored in component form. Large product such as storage or seating (except stackable meeting chairs) should be considered carefully. Storage is likely to be a mixture palletised/open/containerised and racking to offer solutions to meet TfL's business needs.

(viii) SECURE

Weatherproof, adequate lighting, temperature controlled, safe for operatives, adequate vehicular access, adequate security systems and adequate parking. Suppliers must comply with warehousing and storage health and safety requirements and associated risk assessments records must be kept up to date to comply with legal requirements and for auditing purposes.

5. GOODS IN TRANSIT INSURANCE

Insurance is required against all risks of damage (including theft) whilst in transit from one place to another or being stored during a journey. TfL require a minimum of £25,000 for an average load but framework suppliers will be asked to increase insurance levels by project up to £100,000 on specialist furniture or equipment moves to storage.

6. RELOCATIONS AND INSTALLATIONS

The provision of an integrated office furniture installation and removal service to undertake moves and relocations across the entire TfL estate:

- (i) Provision of furniture installation and removal service to undertake moves and relocations across the TfL estate to support the current and ongoing accommodation strategies and day to day general churn of staff in support of business demand.
- (ii) The 'Office Moves' description covers a range of tasks from minor moves and installations, to larger projects requiring the significant relocation of staff, the alteration of entire floor plates or even the clearance or restack of a complete property or groups of buildings.
- (iii) Moves involve the relocation of staff, personnel storage and IT equipment from site to site, utilising crates and appropriate methods of transport and labour.

A total moves package is required, involving pre-move surveys, supply of crates, suitable method of identification (labels) and security (cable ties). The supply of appropriate transportation, labour and experienced furniture fitters, trained in constructing and the stripping down of furniture ranges. Relocation works generally encompass crates, furniture, seating, storage, IT moves and white goods. This includes some British Transport Police/Metropolitan Police sites whose standards and security clearance level NPPV Level 1 will apply to call offs issued by their procurement.

TfL Framework staff will need to comply with for example site drugs and alcohol testing and the requirement for staff to have a Construction Skills Certification Scheme (CSCS Card) This is a training course for construction site safety used particularly for Crossrail and Northern line extensions which are managed by the

building contractors and not yet handed over to TfL, so suppliers will have to work to the building contractors standards. Also NPPV Level 1 - Security clearance will be required when working on BTP Police premises.

- (iv) TfL currently utilises a range of 'legacy' furniture across the TfL estate portfolio. An installation service is required to either reconfigure or add additional compatible modular elements to existing footprints and layouts. The service provider will have a comprehensive knowledge of all TfL's standard furniture ranges both legacy and current and a proven ability to install product to exacting standards.
- (v) Suppliers are required to provide appropriate resources depending on circumstances. All works should be supervised and where appropriate should have an allocated project manager.
- (vi) Resources should be flexible, with adequate division between experienced fitters, porters, drivers etc. All operatives should be trained to an appropriate standard and provided with suitable PPE. Identification and uniforms are obligatory whilst a professional approach and conduct are expected at all times.
- (vii) Suppliers may be asked from time to time to provide move manager resources to supplement TfL's Projects & Accommodation Team's in-house resources.
- (viii) Moves implementation, planning, installations, reconfigurations are largely conducted out of hours, at weekends or in Engineering Hours due to the nature of this work, although some projects can be undertaken during the day at certain locations within Station/Train Crew Accommodation/Depots etc. Restrictive timescales are common, with the priority being to ensure business continuity, with the minimum inconvenience and disruption.

To deliver this service careful planning is needed and an ability to respond at short notice to the demand generated through TfL's Projects & Accommodation team.

Services also include electrical testing to BS 6396, or equivalent, cable management and installation. Floor box rotation and positioning, minor carpet fixing, monitor arm installation and mounting and snagging works.

- (ix) Framework administration requires timely and detailed quotes dependent on the scope of works and site/ building conditions.

Interaction with the TfL Projects & Accommodation team is encouraged to gauge the full scope and a clear understanding of user/project requirements. Clear and consistent paperwork is expected at all times. Provide periodical finance; service level agreements (SLA) and key performance indicators (KPI), stock, environmental, recycling/disposal and performance reports. Along with clear escalation processes.

Site staff should always carry copies of plans, relocations lists, job sheets etc. when undertaking all work and produce snagging and electrical testing reports for each move.

- (x) Transportation requires an appropriate range of fleet vehicles to support the scope and breadth of the TfL estate requirement. Access can be restrictive, with few sites having serviceable loading bays, requiring goods to be manually off loaded via tail lifts.

The majority of Operational sites do not have lifts so goods will generally need to be carried up and down stairs and to areas distant from parked vehicles. All Vehicle Fleet used must comply with TfL vehicle fleet environmental standards.

- (xi) Framework suppliers shall draw from their store all products required for specific installation or reconfiguration project. On completion of works surplus storage items will be returned to stores (in an appropriate condition, broken down in component form when applicable, itemised and serviceable).

- (xii) Framework additional services include electrical testing to BS 6396, cable management and installation. Floor box rotation and positioning, minor carpet fixing, monitor arm installation and snagging works.

- (xiii) Framework recycling of redundant items will need to be recycled by appropriate means and will be the responsibility of the relocation contractor. Responsible recycling and disposal certificates are obligatory.

Sale of such stock or materials must be reimbursed to TfL.

- (xiv) Goods in transit insurance must cover all risk elements of damage (including theft) whilst in transit from one place to another or being stored during a journey” or overnight in your vehicle fleet. TfL

require a minimum of £25,000 for an average load but framework suppliers will be asked to increase insurance levels by project up to £100,000 on specialist furniture or equipment moves.

7. REMEDIALS

Both Head Office and Operational sites will require regular Remedial Runs, the process for each differs slightly as below:

(i) HEAD OFFICES

- (i) This TfL requirement is for the provision of a furniture and facilities remedial service to undertake minor furniture repairs, the supply of individual furniture items and to undertake minor moves and the provision of suitable transportation. It is the intention to share these tasks amongst all suppliers.
- (ii) The Framework supplier's scope is to manage and undertake remedial works in head office buildings as demand requires. An experienced furniture fitter with appropriate transport (tail lift/Luton – or equivalent) with flexible resources and management / administrative capability. The remedial works is required to operate on demand may be extended into tasks falling outside normal office hours, as required.

The run requires a minimum of 2 operatives with appropriate transport (tail lift / Luton – or equivalent) to service the TfL Head Office estate portfolio of buildings, undertaking minor furniture repairs or the supply of furniture items on behalf of TfL.

- (iii) The supplier(s) for this function will be given access to the Accommodation Change Requests (ACR) system where ACR's are logged via SharePoint, allocated as a remedial request which details the client's requirement, contact details and required timescales and delivery in accordance with service level agreements. ACR Remedial Requests are accumulated and undertaken on the current or following week's Remedial Run.

Certain tasks are allocated a priority status and need to be carried out on specific days and to an agreed AM/PM time slot. The service will operate along the lines of a help desk function with specific service levels dictating job turnaround.

Formal responses and performance monitoring will be obligatory and form the basis of robust contract management.

- (iv) Communication needs to be clear and transparent. Once ACR requests have been received via SharePoint, email or Help Desk referrals they should be managed to completion. They should be scheduled for completion the following week.

The number of requests is variable which means those incomplete tasks have to be carried over to the following week, where they are then prioritised.

All ACR requests generate an email acknowledgement response, either seeking clarification or advising which has been allocated the task and when the task is expected to be undertaken. Updates and follow up calls will be required on a job to job basis depending on its priority, urgency or nature of the task.

Some of the administration tasks are:

- Completion of ACRs process inception, allocation to close out;
- Sourcing of furniture from existing stock or new stock;
- Ordering replacement key and locks;
- Furniture repairs and cleaning;
- User liaison;
- Recycling/disposal;
- Compliance with The Waste Electronic and Electrical Equipment regulations;

Please note that list is not exhaustive, and TfL reserve the right to change at any point.

- (v) **Remedial tasks associated with this requirement are:**

- DSE requests, raising and lowering of desking;
- Minor desking reconfiguration or supply;
- Seating replacement, upgrade or repair;
- Arm removal from operator seating;
- Identification and replacement of faulty/unsafe or damaged furniture items;
- Cable management, electrical supply to desking;
- Storage supply or exchange, reconfiguration of internals;

- Crate supply and movement between sites of a maximum of generally five people;
- Movement of CPU's and monitor screens (using appropriate monitor bags/protection and CPU crates);
- Relocation of free-standing printers/copiers;
- Desk screen alterations;
- Monitor arm installation and adjustment;
- Additional related tasks;
- Delivery of white goods;
- Advising the Head Office Moves Team of replacement keys and locks required;
- Safes and fire cupboards or engagement with specialist to resolve

Please note that list is not exhaustive, and TfL reserve the right to change at any point.

- (vi) TfL Head Office estates portfolio of buildings tasks must be undertaken by competent fitter(s) fully conversant with current and legacy furniture systems. They must be familiar with a range of storage solutions, pedestals and lockers, fitting internals and exchanging locks and providing replacement keys. All works should comply with TfL Head Office estate portfolio of buildings standards and have to be undertaken in accordance with current Health and Safety and DSE Regulations.
- (vii) Framework supplier's operatives must be in uniform (including PPE when required) at all times with photo ID displayed clearly. User/occupant interaction requires a patient and courteous approach, with all verbal instruction/ observation or site surveys being recorded and fed back to the Head Office estate accommodation move managers to action accordingly.
- (viii) All operatives will be required to be inducted into TfL policies and procedures and have a clear understanding of TfL behavioural expectations.
- (ix) Framework remedial works objective of the run is to undertake minor servicing needs, during normal office hours of (0800-1700) any task that is either too large or create too much disturbance will need to be managed with a degree of flexibility or deferred to

ACR request numbers with associated requirements and contact details.

- (x) Regular communication with the Head Office Estate Accommodation Managers is important; as this remedial service is viewed by the business as an extension of the managed services provision offered by the Projects & Accommodation Head Office estate moves team.
- (xi) Framework supplier's need to support this service with a storage capacity to hold high turnover churn items such as, storage internals, electrics, fittings, locks in addition to minimum quantities of commonly used furniture items, for example seating and storage. Additionally as part of the run surplus or damaged items and equipment will need to be disposed of or recycled.
- (xii) Framework supplier's good in transit insurance must cover against all risks of damage (including theft) whilst in transit from one place to another or being stored during a journey" or in suppliers vehicle fleet. TfL require a minimum of £25,000 for an average load but framework suppliers will be asked to increase insurance levels by project up to £100,000 on specialist furniture or equipment moves.

8. OPERATIONAL

(i) Scope

The contractor shall undertake the Remedial Run as demand requires. The Remedial Run will be provided to the Contractor in a list format by a member of the TfL Projects & Accommodation team.

The Remedial Run may extend into Engineering Hours should the need arise but it's generally during office hours (0800-1700).

An experienced furniture fitter with appropriate transport (tail lift/Luton – or equivalent) to service all Operational Estate sites, undertaking minor repairs or the supply of furniture items and white goods on behalf of the Operational team. Generally the run will be undertaken by 2 operatives.

(ii) Typical Tasks associated with this requirement are;

- DSE requests, raising and lowering of desking.

- Minor desking reconfiguration or supply.
- Seating replacement, upgrade or repair.
- Arm removal from operator seating.
- Identification and replacement of faulty/unsafe or damaged furniture items.
- Cable management, electrical supply to desking.
- Storage supply or exchange, reconfiguration of internals.
- Crate supply and movement between sites of a maximum of generally five people.
- Movement of CPU's and monitor screens (using appropriate monitor bags/protection and CPU crates).
- Relocation of free-standing printers/copiers.
- Desk screen alterations.
- Monitor arm installation and adjustment.
- Additional related tasks.
- Delivery of white goods.
- Advising the Operational Team of replacement keys and locks required.
- Safes and fire cupboards or engagement with specialist to resolve

Please note that list is not exhaustive, and TfL reserve the right to change at any point.

(iii) Operational Estate tasks must be undertaken by competent fitter(s) fully conversant with current and legacy furniture systems – Senator (Intrigue and Chemistry) and Actiu (Vital Plus).

- (I) Fitter(s) will be familiar with a range of storage solutions, pedestals and Garran lockers, fitting internals and exchanging locks.
- (II) All works should comply with Operational Estate standards and have to be undertaken in accordance with current Health and Safety and DSE Regulations.

(II) Framework supplier's operatives must be in uniform (including PPE when required) at all times with company ID clearly displayed.

(I) User/occupant interaction requires a patient and courteous approach, with all verbal instruction/ observation or site surveys being recorded and fed back to the Operational Estate team to action accordingly.

(II) All operatives will be required to be inducted into Operational Estate procedures. Please read TfL appendixes on staff behaviours.

(III) Framework supplier's out of hours works objective of the Remedial Run is to undertake minor servicing needs, where possible during normal office hours of (0800-1700). However the contractor will need to adopt a flexible approach to minimise disruption to the Operational Estate and comply with limited access and restrictive procedures. Deliveries and remedial actions may need to be scheduled at off peak timescales or during Engineering Hours.

(IV) Framework supplier's regular communication with the Projects and Accommodation team is important, as this service is viewed as an extension of the managed services provision offered by the Operational Estate team.

(V) Framework suppliers need to support this service a limited amount of storage capacity is required to hold high turnover churn items such as, storage internals, electrics, fittings, locks in addition to minimum quantities of commonly used furniture items, for example seating and storage. Additionally as part of the run surplus or damaged items and equipment will need to be disposed of or recycled.

(VI) Framework supplier's goods in transit insurance must cover against all risks of damage (including theft) whilst in transit from one place to another or being stored during a journey or in the supplier's vehicle fleet.

(I) TfL require a minimum of £25,000 for an average load but framework suppliers will be asked to increase insurance levels by project up to £100,000 on specialist furniture or equipment moves.

(VII) London Underground Access passes will be required for all staff working on Operational sites. Details of how to obtain these will be given to successful contractors on contract award. A photo ID in the form of a driving licence or passport will be emailed to a specified contact within London Underground.

9. Environmental Standards

(i) VEHICLE EMISSIONS

The world's first Ultra-Low Emission Zone will have operated since 8th April 2019 in the City of Westminster and the City of London and will expand to cover a single larger zone bounded by the North and South Circular Roads from 25th October 2021. The ULEZ will replace the T-Charge and operate in the same area, alongside the congestion charge but (unlike the T-Charge and Congestion Charge, which are only in place on weekdays) it will operate 24 hours a day, seven days a week.

Compliance with TfL's ULEZ vehicle compliance checker is available at: <https://tfl.gov.uk/modes/driving/ultra-low-emission-zone/ulez-where-and-when>

(ii) CONGESTION CHARGING

The Congestion Charge applies 07:00-18:00 Monday to Friday, excluding public and Bank Holidays. If you drive within the charging zone during these times you will have to pay the Congestion Charge, even if you meet the ULEZ emissions standards and have paid the Daily ULEZ Charge.

The Framework Logistics companies must ensure that when delivering in a Congestion Charging area, the daily charge is paid within the timescale provided. TfL will not pay for and will not be held responsible for any unpaid charges incurred.

Find out about <https://tfl.gov.uk/modes/driving/congestion-charge>

(iii) LOADING and UNLOADING

Maximise use of legal loading areas (i.e. traffic regulations). Optimisation plan to identify best locations and if not possible then they should apply for dispensation from Surface Enforcement and On-street Operations (TfL) if on Red Route or from appropriate Borough officer on other roads.

Framework Logistics companies must comply with TfL Parking and Loading Legally.

Find out about: [TfL.gov.uk](https://tfl.gov.uk) and the relevant Borough websites for up-to-date information and ensure that drivers always check roadside signs before they park, load or unload.

TfL will not pay for and will not be held responsible for any unpaid charges incurred. Find out about: <https://tfl.gov.uk/info-for/deliveries-in-london/delivering-legally/parking-and-loading>

TfL will not pay for and will not be held responsible for any Penalty Charge Notices (PCNs) incurred.

10. PARKING PERMITS

If required, it is the responsibility of the removal/recycling company to arrange with the local Borough.

(i) PARKING FINES

TfL will not pay for any parking fines received by the supplier during deliveries and installations within the TfL estate. However in certain instances, this may be unavoidable due to the location site (i.e. Oxford Circus Station during the day) and prior agreement with TfL is required if it is envisaged a parking ticket will be given.

11. EVENTS

The supplier must ensure that they are aware of any events that may take place causing disruption to deliveries. In the event of any road closures, alternative routes must be devised, or agreements must be made with the local authority, as TfL will not accept this as an excuse for late or postponed deliveries.

Find out more: www.tfl.gov.uk/plan-a-journey/

12. DELIVERIES

Wherever possible, the supplier should ensure that the size of the vehicle used should be compatible with the items to be delivered in order to be more economical.

13. Crate Delivery/Removal

Suppliers must ensure that sufficient numbers of crates are delivered to the site being vacated and all empty crates are removed from site within a week from the new location.

It is the responsibility of the Contractor to manage their crates. Please liaise with the TfL Projects & Accommodation team to agree delivery and collection dates and times.

4 APPENDICES

APPENDIX A – TfL POLICIES

The information for this Appendix is contained in the accompanying documentation.

The Service Provider , where applicable, should adhere to the latest standard TfL Template for documentation and review and acceptance processes. The service provider proposal should consider TfL approval processes and governance.

TfL Facilities Operations Contractor Site Rules
TfL Engagement and Management of Contractors in Head Office Buildings
TfL BS 6396 Electrical Systems Office furniture Guide
TfL Accommodation Change Request Process Map
TfL Facilities Operations Contractors Induction Leaflet
TfL Parking and Loading Legally
TfL Congestion Charging Scheme Consolidated Scheme Order
TfL Ultra Low Emission Zone
TfL Corporate Environment Framework
TfL Performance Booklet our Behaviours
TfL TfL's Risk Management Policy
TfL Surface Operational Drugs & Alcohol Policy and Procedure
TfL Working Time Regulations
TfL Social Media Policy
TfL Safety and Wellbeing Policy
TfL Infectious Diseases Guidance
TfL Business Ethics Policy
TfL Bullying & Harassment Policy
TfL Acceptable use Policy
TfL Health Safety and Environment Policy
TfL Equality and Inclusion Policy
TfL Code of Conduct
TfL Estates Portfolio Locations & Addresses
LUL Operational Equality
LUL Operational Business Ethics
LUL Operational Alcohol and Drugs at Work Policy
LUL Operational Drugs at Work Policy
LUL Operational Alcohol and Work policy
LUL Code of Conduct
LUL Operational Anti-Fraud and Corruption Policy
LUL BN044-Electronic Issue of LU Access Cards
TfL WRRR How to Guide Contracts
TfL WRRR Supplier leaflet
TfL WRRR Driver Training
TfL The Fleet Operator Recognition Scheme Manual
TfL FORS Compliance-and-Enforcement-Manual
TfL FORS Standard v4 Rules-and-procedures
LUL What is RailSys

APPENDIX B- SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS)

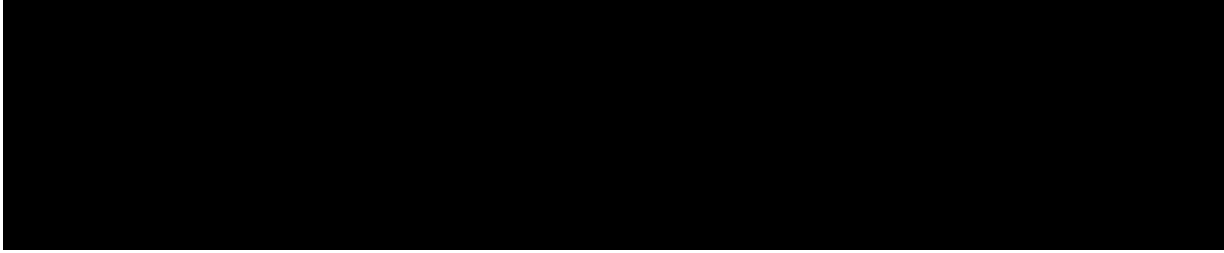
Minimum Service Levels		Compliance required
1	Service response to be within 2 hours of a received call or e-mail from TfL	95% at time on job allocation
2	Rectification of errors on site within 4 hours	95% at time on job allocation
3	The supplier shall provide a dedicated contract manager and supervisor(s), with a fully designated team allocated for the requirements of TfL	100% at time on job allocation
4	Crew must be consistently comprised of designated named individuals and skilled personnel	100% at time of job allocation
5	Regular monthly contract meetings with agreed minutes produced by the supplier	95% on a monthly basis
6	Monthly written reports, the attributes of which shall be specified by TfL	95% on a monthly basis
7	Full Protective Clothing, with company logo visible must be worn at all times. Any high-visibility vests worn on the Operational Estate must be orange in colour. Staff should always carry official company photo ID at all times and show it when asked	100% whilst job being carried out.
8	TfL's Drugs and Alcohol Policy is a contractual and legal requirement. All Suppliers' staff must comply at all times and will be tested in site inductions for jobs involving large construction projects such as Crossrail and Network Rail managed sites as part of their Health & Safety procedures. Random testing may also happen on TfL sites, particularly following a serious Health & Safety incident	100% whilst job being carried out.
9	Abortive call/crew – provided that an authorised form is signed off confirming that it was not possible to enter a building/station/depot, or that the requirement was cancelled less than 24 hours before the job was due to take place, then a respective charge can be made by the supplier	Compliance required 100% at time of job

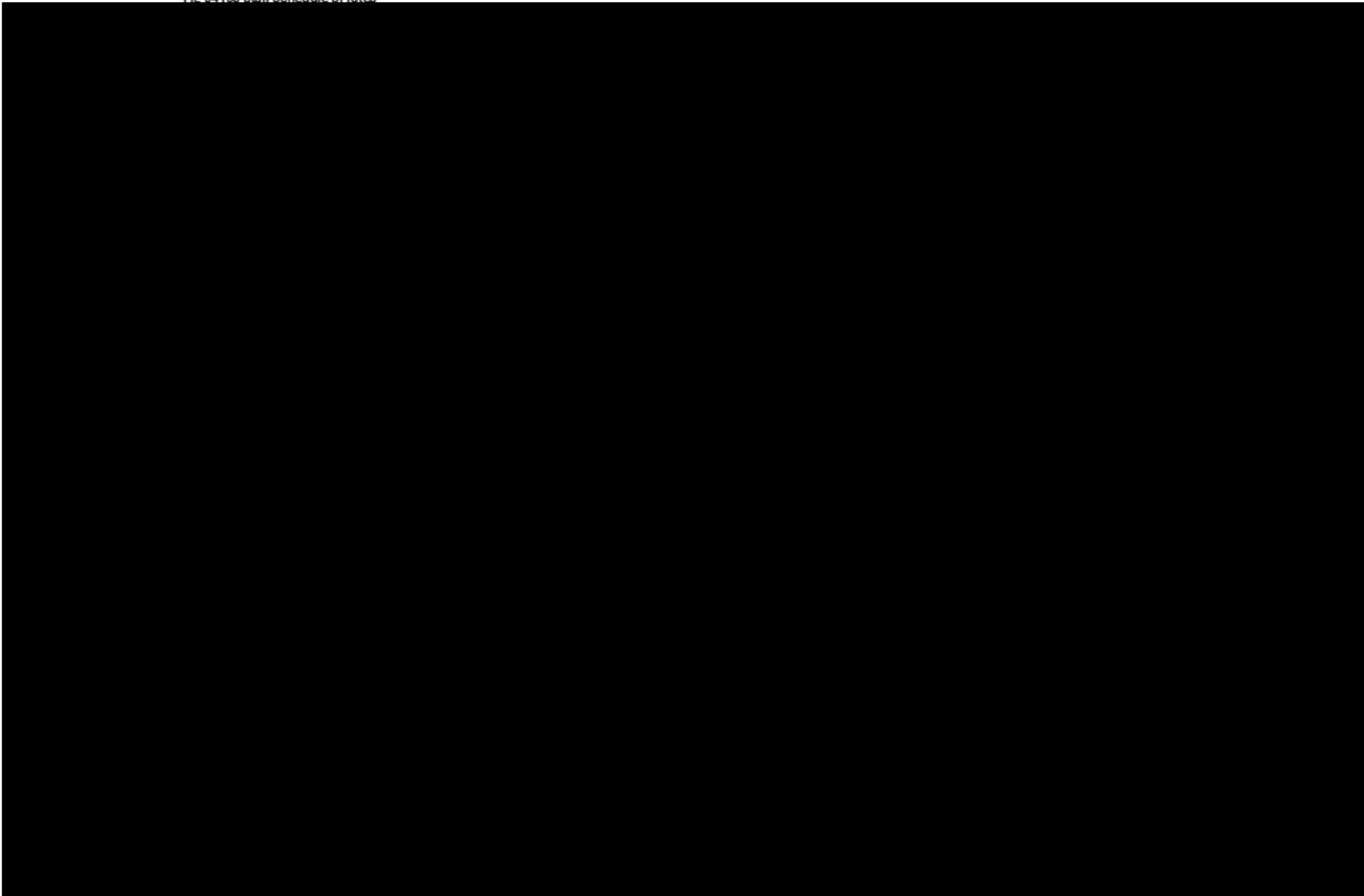
10	If working Engineering Hours (01:00hrs to 04:00 hrs) then there must always be two people/operatives from the contractor available on site	100% at time of job.
11	With respect to parking restrictions, TfL shall not be responsible for parking tickets as the Supplier is responsible for making all appropriate arrangements	100% at time of job.
12	The Contractor is responsible that goods are in perfect condition and if anything is delivered to site and is damaged, then it is the respective contractor's responsibility to resolve the situation and inform the TfL Projects & Accommodation Team and be included within the monthly report	100% on a monthly basis
13	The tracking and inventory management of all crates are the responsibility of the contractor and must operate under a robust procedure. A signature is required on delivery and collection;	100% at time of job
14	Every job shall be left clean, tidy and safe. All Health & Safety incidents and near misses shall be reported to TfL's Projects & Accommodation Team immediately	100% at time of job
15	Removal and recycling of refuse and packaging, including those left by IT contractors	100% at time of job
16	As part of any installation moves/installations, respective IT equipment is to be left on the desk(s), prepared for the IT engineers, ready for use or set up	100% at time of job
17	Compliance with Waste Electronic and Electrical Equipment Regulations (WEEE) directives for the disposal of white goods and all applicable regulatory environmental standards	100% at time of job
18	The supplier shall ensure that every fitter carries at all times a complete tool kit to enable them to install any type of product and furniture required by TfL. The supplier shall supply a comprehensive list of all the tools each fitter should carry	95% at time of job
19	All product stored is adequately protected;	100% all the time.
20	Availability of a real time – web-based inventory, management portal/system. Any portal/system is to be agreed with TfL but is to be based upon a bidder's proposal. The system must be accessible to authorised TfL users and should be web based	100% of time
21	Accurate and complete management and selection of components and products	100% at time of job

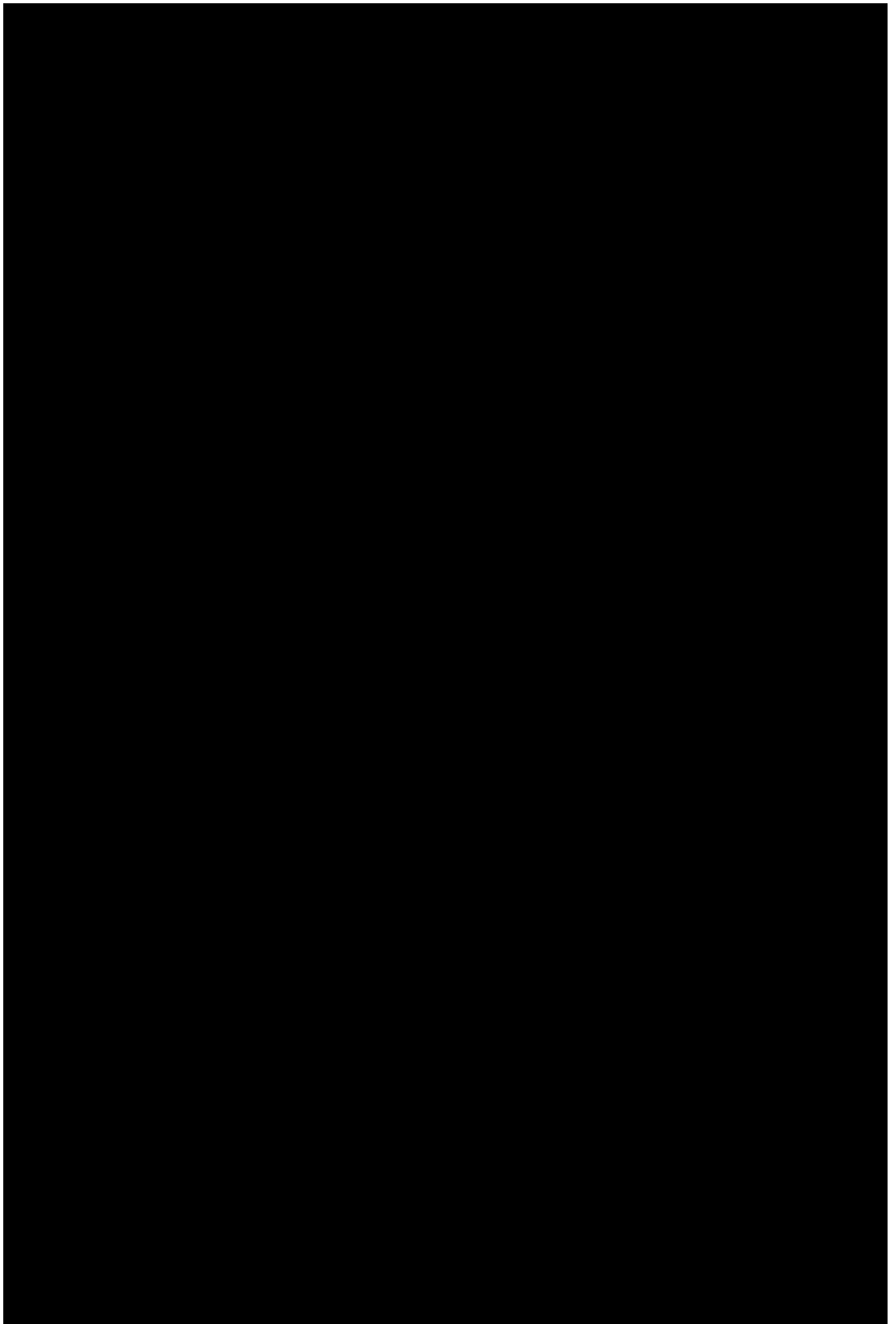
22	All waste management practices including recycling should be undertaken in accordance with prevailing legislation and the supplier shall supply reports of all recycling and re-use undertaken on TfL's behalf at the monthly contract meeting; Monitoring reports to be developed by TfL and supplier	100% on a monthly basis
23	Compliance with TfL Facilities Contractor Site Rules for Head Office Buildings and LU Access Requirements for Operational sites	100% at time of job.
24	TfL require the framework supplier to produce contractual meeting minutes, reports and statistics. These will need to be approved by TfL Contract Manager. All documentation must meet TfL Commercial Procurement standards	95% at time of job
25	Compliance with BS 6396: Electrical systems in office furniture and educational furniture	100% at time of job
26	All desks to be PAT tested when installed and a log is to be included within the monthly report. PAT testing certificates must also be inserted into the relevant site operational and maintenance manuals	100% on a monthly basis
27	Production of a signed post installation/moves snagging report by the Supplier	100% at time of job

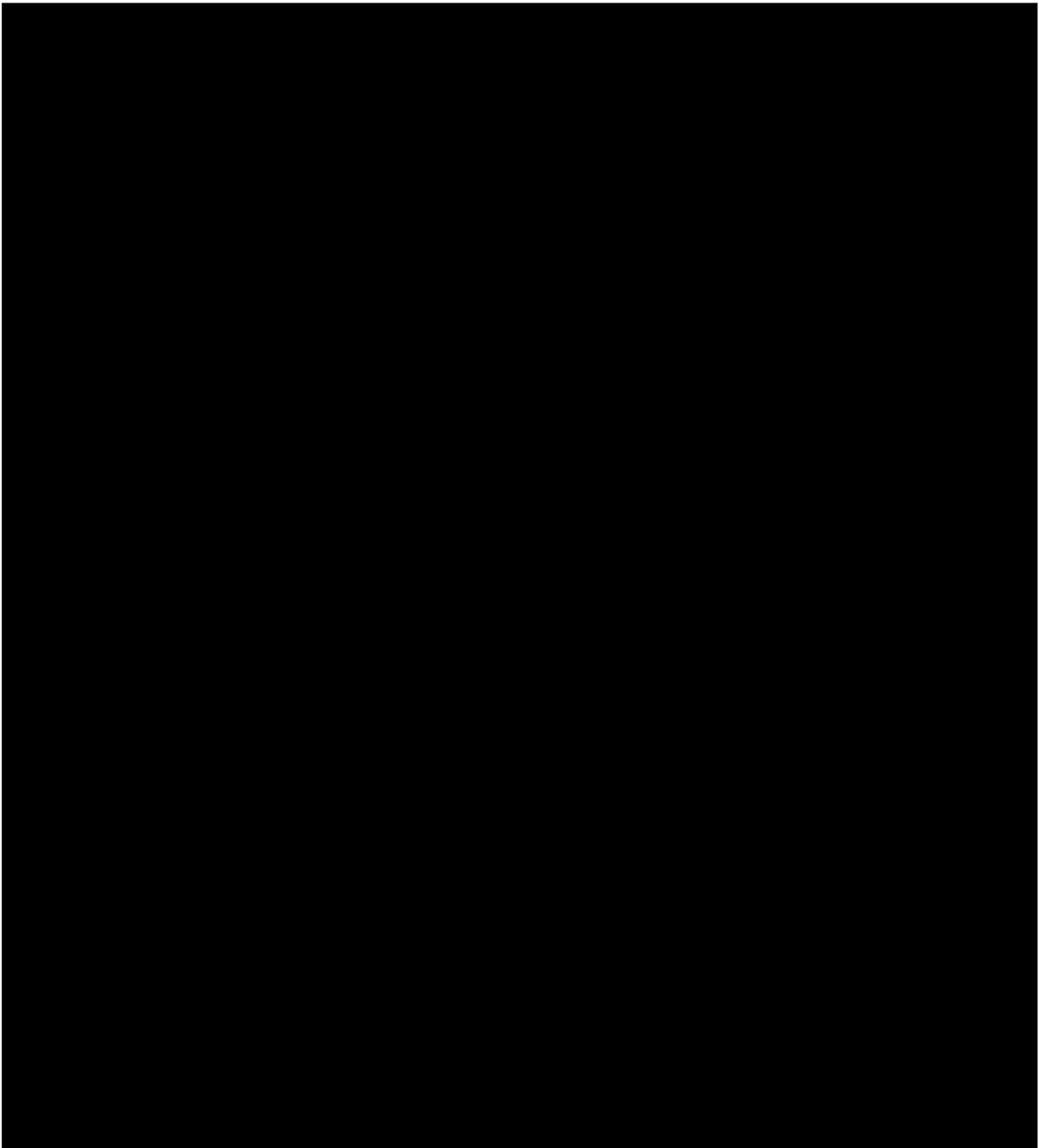
Please note that list is a minimum requirement and is not exhaustive and TfL reserve the right to change or add to at any point. Failure to meet any of the above compliances may result in a contract suspension until the issues are resolved

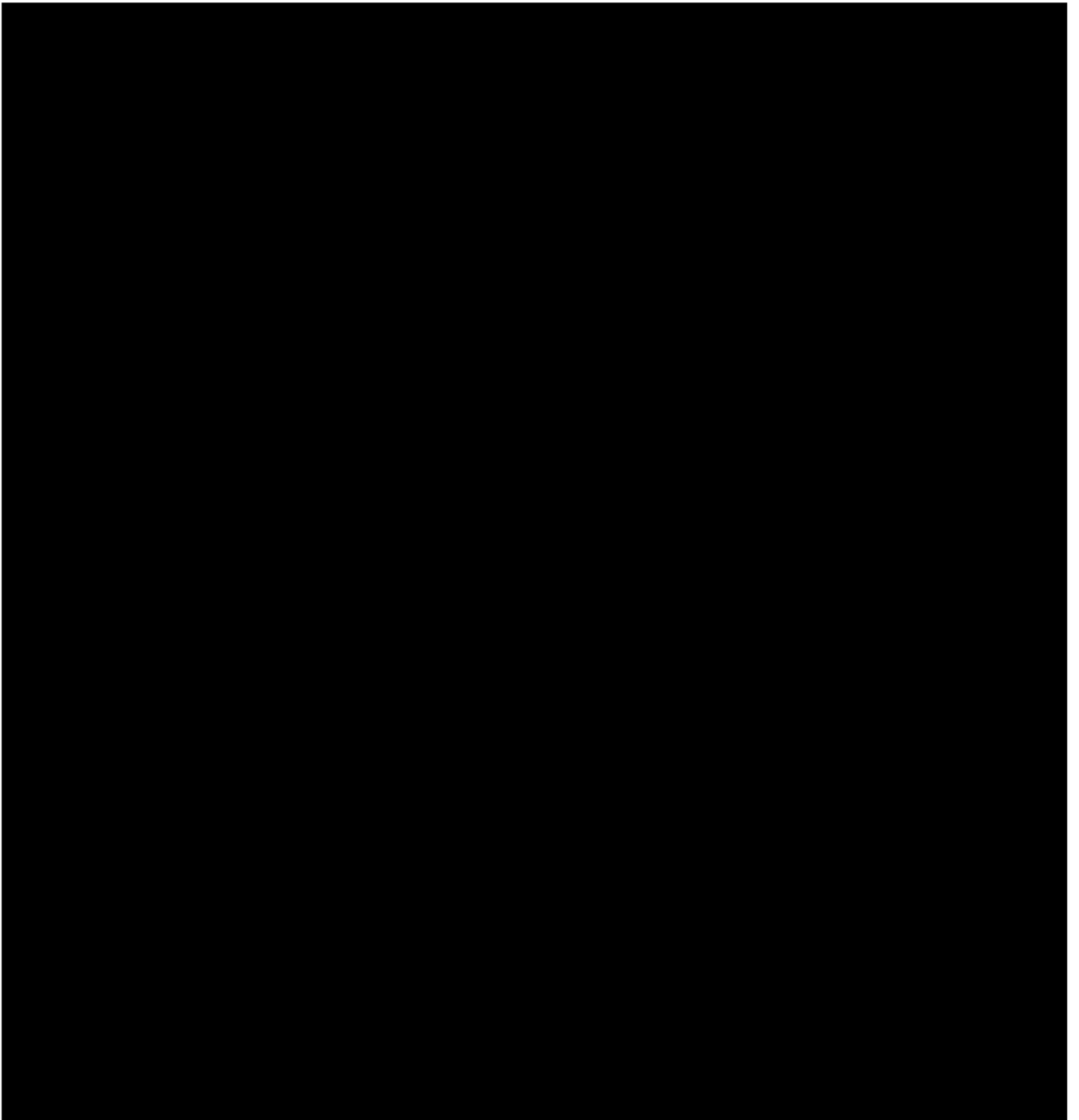
SCHEDULE 4 – RATES

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Schedule 5A - Request Form (Identified Service Provider)

Date:

Telephone:
Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding the Agreement should be directed to the Procurement Manager named in the Agreement.

Signed: _____
for and on behalf of the Authority

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

Schedule 5B - Request Form (Mini-Competition)

Framework Number:

Request Form Number:

To:

Address:

From:

Date:

This is a Request Form for the provision of Services in accordance with the Agreement referenced above. This is an enquiry document only, constituting an invitation to treat and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority, the commercial model to be used and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

Your Proposal will be assessed against those submitted by other service providers as part of a Mini-Competition process. The Authority will award the relevant Call-Off Contract to the Service Provider with the Proposal that is the most economically advantageous with reference to the assessment criteria set out in Attachment 1.

You must complete and return your Proposal by [].

Please e-mail your Proposal, and send a paper copy to:

Name:

e- mail address:

Postal address:

Telephone:

Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding the Agreement should be directed to the Procurement Manager named in the Agreement.

Signed: _____
for and on behalf of the Authority

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:

Address:

Phone:

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.

7. Assessment Criteria – FOR MINI COMPETITION ONLY – Delete if not applicable

[Insert evaluation criteria]

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

Framework Number:
Call-Off Contract Number:

BETWEEN:

- RECITALS:**

- THE PARTIES AGREE THAT:**

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

- 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: _____

Attachment 1

[To be completed by the Authority]

1. Services to be provided

2. Timetable

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

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any):

4. Expenses

Expenses (if any) that the Service Provider may claim:

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Postal Invoices

Address where postal invoices shall be sent:

[Authority]

Accounts Payable

[PO Box]

London

[Postcode]

Date/Period for submission of Invoices: *[Insert time or period for the submission of invoices by the Service Provider in accordance with Clause 7.1 of the Agreement]*

7. Authority Call-Off Co-ordinator

Name:

Address:

Phone:

Fax:

Email:

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

PART A

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 34 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 (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – supply chain finance option related variations

1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 7.4.1 in consideration for a reduction in the Charges due thereunder (the **"Supply Chain Finance Option"**).
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SCHEDULE 8 – Contract Quality, Environmental & safety considerations

The Service Provider is expected to perform the Services in accordance with the Contract, and all relevant legislation to do with Quality, Environmental and Safety Legislation

SCHEDULE 9 – RE-TENDER COOPERATION

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