

Contract Reference Number: **GLA 80692-03**

Date: 1 APRIL ..... 2016

**Contract for the Provision of Rough Sleeper  
Services - London Street Rescue**

**between**

**The Greater London Authority (GLA)**

**and**

**Thames Reach Housing Association**

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**THIS CONTRACT** is made the 5<sup>th</sup> day of April 2016

**BETWEEN:**

- (1) The Greater London Authority, GLA (“**the Authority**”); and
- (2) Thames Reach Housing Association, a company registered in England and Wales (Company Registration Number, 24377R) whose registered office is at The Employment Academy, 29 Peckham Road, Southwark, London, SE5 8UA (“**the Service Provider**”).

**RECITALS:**

- A. The Authority requires services for London Street Rescue as part of the Rough Sleepers Services programme of work. This includes outreach services in boroughs that do not commission outreach plus outreach across London specifically for taking new rough sleepers to No Second Night Out.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

**THE PARTIES AGREE THAT:**

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

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

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

**“Authority Group”** shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as

defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime and the London Fire and Emergency Planning Authority London Legacy Development Corporation, and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

**“Authority Premises”**

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

**“Business Day”**

any day excluding Saturdays, Sundays or public or bank holidays in England;

**“Cessation Plan”**

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

**“Charges”**

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

**“Confidential Information”**

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether

commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

**“Contract”**

this contract, including the Schedules and all other documents referred to in this contract;

**“Contract Information”**

(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 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;

**“Contract Manager”**

the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

**“Contract Commencement Date”**

the date for commencement of the Contract specified in Schedule 1;

**“Declaration of Ineffectiveness”**

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

**“Force Majeure Event”**

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of the Contract 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) either or both of the Service Provider 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 of 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;
- (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**

any patent, know-how, trade mark or name,

<b>Rights”</b>	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, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
<b>“Key Personnel”</b>	the Service Provider’s key personnel named in Schedule 1;
<b>“Losses”</b>	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Procurement Manager”</b>	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
<b>“Project Plan”</b>	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
<b>“Public Procurement Termination Event”</b>	If a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive

	2014/25 has occurred;
<b>“Service Commencement Date”</b>	the date for commencement of the Services set out in Schedule 1;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
<b>“Service Provider’s Personnel”</b>	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;
<b>“Services”</b>	<p>(a) subject to Clause 26.6 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 the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
<b>“Specification”</b>	the specification and other requirements set out in Schedule 3;
<b>“Term”</b>	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
<b>“TfL”</b>	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
<b>“Transparency Commitment”</b>	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published

transparency commitments;

**“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 execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract 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 Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

## 2. **Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

## 3. **The Services**

### 3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 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 Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

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

### 3.3 The Service Provider shall provide the Services:

3.3.1 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;

3.3.2 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;

3.3.3 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

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

- 3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

#### **4. Charges**

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 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.
- 4.3 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.

#### **5. Payment Procedures and Approvals**

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
- 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, 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.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
  - 5.4.2 not been calculated correctly 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.

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 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 or by virtue of the Contract; or

- 5.5.2 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 17, 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.
- 5.6 Except where otherwise provided in the 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 Contract.
- 5.7 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 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.

6. **Warranties and Obligations**

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

- 6.1.1 the Service Provider:

- 6.1.1.1 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 Contract; and

- 6.1.1.2 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

- 6.1.1.3 is entering into this 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 Contract;

- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract 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; and
  - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 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 the Contract.

## 7. **Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
  - 7.2.1 variations to the Contract;
  - 7.2.2 any matter concerning the terms of the Contract; and
  - 7.2.3 any financial matter (including any issues in Schedule 4);which shall be referred to the Procurement Manager.
- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

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

- 8.1 Not used.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the 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.
- 8.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own staff and all obligations relating

thereto, including any redundancy or other compensation payments resulting from a Variation, termination, operation of the break clause or at the end of the Term.

- 8.4 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 Contract. Accordingly it shall be the duty of the Service Provider to ensure that a sufficient reserve of staff is available to provide the Service during holidays or absence through sickness or otherwise.
- 8.5 The Service Provider shall ensure that all personnel deployed on work relating to the 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.
- 8.6 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 any Service Provider's Personnel to any Authority 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 this 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 Contract Manager's prior consent in the case of Key Personnel).
- 8.7 The Contract Manager shall be entitled at his absolute discretion to require the Service Provider to remove forthwith from the provision of the Services any member of staff or other person directly or indirectly under the control of the Service Provider specified in such notice, including Key Personnel. In the case of Key Personnel the notice shall be not less than 14 days.
- 8.8 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 Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.9 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer, in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

- 8.10 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 the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.11 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.
- 8.12 The Service Provider shall be liable for any acts, omissions or defaults of its staff howsoever arising whilst employed in or about the performance of the Contract.
- 8.13 When required to do so any staff of the Service Provider shall disclose his or her identity and status as staff of the Service Provider. The Service Provider shall ensure that all staff employed in the provision of the Services wears a photographic identity card approved by the Authority.
- 8.14 The Service Provider shall ensure that its staff are made aware of and at all times comply with the Service Provider's duty of confidentiality.
- 8.15 The Service Provider shall not, and shall ensure that its staff shall not, solicit or accept any gratuity or tip or other form of money-taking or reward, collection or charge for any part of the Services, from Service Users or any other third party.
- 8.16 The Service Provider shall ensure that its staff shall comply with all relevant rules, codes, policies, procedures and standards of the Authority as well as those notified to the Service Provider by the Contract manager from time to time and with all relevant statutes, statutory orders and regulations.

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

- 9.1 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 refuse or grant consent subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the 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;
- 9.2.2 be responsible for payments to that person;

- 9.2.3 remain solely responsible and liable to the Authority for any breach of the 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;
  - 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), 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 Contract;
  - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 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 Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
  - 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
  - 9.2.7 include a term in each sub-contract (of any tier):
    - 9.2.7.1 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 sub-contract to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and
    - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements.
- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where :

- 9.3.1 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
- 9.3.2 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
- 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

## 10. **Conflict of Interest**

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date 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 Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 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 Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

## 11. **Access to Premises and Assets**

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
  - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
  - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
  - 11.1.4 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;
  - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
  - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 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 Schedule 1.

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

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 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 where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business

ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's 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 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 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;
- 12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
  - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
  - 12.1.5.2 eliminate unlawful discrimination; and

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

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

12.1.6 Where the GLA is the Authority the Service Provider shall:

12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic

management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.8 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;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 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:

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

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

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

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

### **Work Related Road Risk**

12.3 For the purposes of Clauses 12.3 to 12.11 (inclusive) of this Contract, the following expressions shall have the following meanings:

**"Bronze Accreditation"** the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

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

**"Car-derived Vans"** a vehicle based on a car, but with an interior

<b>“Collision Report”</b>	that has been altered for the purpose of carrying larger amounts of goods and/or equipment; a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
<b>“Delivery and Servicing Vehicle”</b>	a Lorry, a Van or a Car-derived Van;
<b>“Driver”</b>	any employee of the Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
<b>“DVLA”</b>	Driver and Vehicle Licensing Agency;
<b>“FORS”</b>	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
<b>“FORS Standard”</b>	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Gold Accreditation”</b>	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Lorry”</b>	a vehicle with an MAM exceeding 3,500 kilograms;
<b>“MAM”</b>	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

<b>“Side Guards”</b>	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
<b>“Silver Accreditation”</b>	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Van”</b>	a vehicle with a MAM not exceeding 3,500 kilograms.

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

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

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

12.4.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

### **Safety Equipment on Vehicles**

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

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

12.5.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of

fully operational direct and indirect vision aids and driver audible alerts;

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

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

### **Driver Licence Checks**

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

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

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

12.6.2.1 0 – 3 points on the driving licence – annual checks;

12.6.2.2 4 – 8 points on the driving licence – six monthly checks;

12.6.2.3 9 – 11 points on the driving licence – quarterly checks; or

12.6.2.4 12 or more points on the driving licence – monthly checks.

### **Driver Training**

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

## **Collision Reporting**

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:

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

12.8.2 within 15 days of the Commencement Date, provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report within five (5) working days of a written request from TfL.

## **Self Certification of Compliance**

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to TfL detailing its compliance with Clauses 12.5, 12.6 and 12.7 of this Contract (the “**WRRR Self-certification Report**”). The Service Provider shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

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

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

12.10.1 comply with Clause 12.4; and

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

12.10.2.1 For Lorries – Clauses 12.5, 12.6, 12.7 and 12.8; and

12.10.2.2 For Vans – Clauses 12.6, 12.7 and 12.8,

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

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

12.11 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10:

12.11.1 the Service Provider has committed a material breach of this Contract; and

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

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

**14. Equipment**

**14.1 Risk in:**

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

14.1.2 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 Contract,

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

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

**15. Quality and Best Value**

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

15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it

may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

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

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

16.1.1 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 the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

16.2 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 12.1) 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.

## 17. **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 Contract or any other contract between the 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 Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

## 18. **Indemnity**

18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the

Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

18.2 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 the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

## 19. Insurance

19.1 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 not less than £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:

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

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

19.1.3 product liability; and

19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

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

19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

19.4 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 19.1 being or becoming void, voidable or unenforceable.

19.5 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.

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

20.1 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.

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

## 21. **Intellectual Property Rights**

21.1 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 or 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 this Contract.

21.2 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.

21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.

21.4 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.

## 22. **Privacy and Data Protection**

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

## 23. **Confidentiality and Announcements**

23.1 Subject to Clause 24, the Service Provider will keep confidential:

- 23.1.1 the terms of this contract; and
- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
  - 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
  - 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
  - 23.3.3 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.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 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 Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the 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.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

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

- 24.1 For the purposes of this Clause 24:
  - 24.1.1 "**FOI Legislation**" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food

and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

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

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

24.2 The Service Provider acknowledges that the Authority:

24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

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

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

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

24.5 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.

24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

24.7 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.

24.8 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 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

## 25. **Dispute Resolution**

25.1 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 the Contract ("**Dispute**") before resorting to litigation.

25.2 If the Dispute is not settled through discussion between the Contract 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.

25.3 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.

25.4 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.

25.5 Where a dispute is referred to mediation under Clause 25.3, 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.

25.6 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.

25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on

the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.

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 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

## **25A Default Management Protocol**

25A.1 If at any time:

25A.1.1 the Services or any part thereof have not been carried out in accordance with the Contract (including a failure to meet required outcomes as set out in the Specification); or

25A.1.2 the Service Provider has failed to comply with any requirement of the Authority or instruction of the Contract Manager made in accordance with the Contract; or

25A.1.3 the method by which the Service has been provided or work has been performed is not in accordance with the Contract;

or any combination of the above, Clause 25A.2 shall apply.

25A.2 The Contract Manager may (without prejudice to any other right or remedy available to the Authority) instruct any one or combination of the following:

25A.2.1 instruct the Service Provider to attend a meeting to address any problems experienced by the Service provider as to the performance of the Service;

25A.2.2 instruct the Service provider to perform the Services; or

25A.2.3 instruct the Service provider to rectify the Services that are not in accordance with the Contract.

25A.3 Where the Service Provider continues to be in breach of the Contract the Authority may serve a notice specifying the breach (a “**Default Notice**”).

25A.4 On receipt of a Default Notice the Service Provider shall remedy such default within such time as may be specified in the notice (or where no time is specified, within a reasonable time).

25A.5 Where the Service Provider receives two or more Default Notices in any continuous twelve month period then the Authority may (without prejudice to

any other right or remedy available to it) elect to do any one or combination of the following:

25A.5.1 provide or procure that a third party provides the Services (or any part thereof) to which Clause 25A.1 applies, and the Charges due to the Service Provider shall be reduced proportionately until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Contract Manager that the Service Provider has rectified the breach of Contract; or

25A.5.2 in circumstances of a part breach only, determine the part of the Contract to which Clause 25A.1 applies, and the Charges due to the Service Provider shall be reduced proportionately and provide or procure that a third party provides such part of the Services, and such determination shall constitute a Variation.

25A.6 For the purposes of Clause 25A.5 a “twelve month period” shall mean in respect of any date, the immediately preceding period of twelve months.

25A.7 The Authority may charge the cost of any part of the Services provided by it or by a third party under this Clause 25A together with an administration charge equal to ten percent (10%) of such cost to the Service Provider by way of agreed liquidated damages.

## 26. **Breach and Termination of Contract**

26.1 Without prejudice to the Authority’s right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract 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;

26.1.2 the Service Provider is subject to an Insolvency Event;

26.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

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

- 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the 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 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 Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 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.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the 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 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 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 Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

**27. Consequences of Termination or Expiry**

27.1 Notwithstanding the provisions of Clause 23, 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 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract 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.

27.3 Upon expiry or termination of the Contract (howsoever caused):

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

27.3.1.1 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

27.3.1.2 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.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 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 Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, 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 (save where terminated under Clause 26.4) 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.

**28. Declaration of Ineffectiveness and Public Procurement Termination Event**

28.1 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 27 and Clauses 28.1 to 28.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clauses 28.1 to 28.5 (inclusive) or the Cessation Plan, the provisions of this Clause 28.1 to 28.5 (inclusive) and the Cessation Plan shall prevail.

28.2 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.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 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

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 28.1 to 28.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs

or Charges agreed as part of this Contract 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 Contract pursuant to Clauses 28.1 to 28.5 (inclusive).

28.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, TfL shall promptly notify the Service Provider and the Parties agree that the provisions of Clause 27 and these Clauses 28.6 to 28.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.6 to 28.10 or the Cessation Plan, the provisions of these Clauses 28.6 to 28.10 and the Cessation Plan shall prevail.

28.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

28.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.8.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and

28.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 28.6 to 28.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.

28.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or

loss of opportunity as a result of the early termination of this Contract pursuant to these Clauses 28.6 to 28.10 (inclusive)

**29. Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

**30. Rights of Third Parties**

30.1 Subject to clauses A20.10 and A21.13, save that any member of the Authority Group has the right to enforce the terms of the 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 the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

**31. Contract Variation**

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

**32. Novation**

32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. **Non-Waiver of Rights**

No waiver of any of the provisions of the 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 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. **Illegality and Severability**

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

35. **Notices**

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

if delivered by hand, at the time of delivery;

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

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

36. **Entire Agreement**

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the

provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, 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 the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

**37. Counterparts**

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

**38. Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the 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.

**39. Further Assurance**

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

**40. Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

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

Signed by )  
for and on behalf of )  
The Authority )

[Redacted Signature]

Signature

Print name and position

[Redacted Signature]

Date: 5/4/16

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

[Redacted Signature]

Signature

Print name and position

[Redacted Signature]

Date: 01/02/16

## SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number: GLA 80692-03**
2. **Name of Service Provider: Thames Reach Housing Association**
3. **Commencement: 1<sup>st</sup> April 2016**
4. **Expiry Date: 31<sup>st</sup> March 2019**
5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

### **Clause 5.1**

For London Street Rescue the Service Provider shall invoice the Authority in respect of all categories of Charges quarterly in arrears from the Service Commencement Date.

### **Clause 5.2**

*Electronic invoices will not apply*

### **Clause 5.4**

Payment must be made within 30 days of receipt of invoices.

6. **Address where invoices shall be sent:**

GLA Accounts Payable  
PO Box 45276  
14 Pier Walk  
Greenwich  
London

**7. Details of the Authority's Contract Manager**

**Name:** [REDACTED]  
**Address:** City Hall, The Queen's Walk, London, SE1 2AA  
**Tel:** [REDACTED]  
**Email:** [REDACTED]

**8. Details of the Authority's Commercial Manager**

**Name:** [REDACTED]  
**Address:** 42-50 Windsor House, Victoria Street, London, SW1H 0TL  
**Tel:** [REDACTED]  
**Email:** [REDACTED]

**9. Service Provider's Key Personnel:**

**Name:** [REDACTED]  
**Address:** The Employment Academy, 29 Peckham Road, London SE5 8UA  
**Tel:** [REDACTED]  
**Email:** [REDACTED]

**Name:** [REDACTED]  
**Address:** The Employment Academy, 29 Peckham Road, London SE5 8UA  
**Tel:** [REDACTED]  
**Email:** [REDACTED]

**10. Notice period in accordance with Clause 26.4 (termination without cause):**

90 days

**11. Address for service of notices and other documents in accordance with Clause 35:**

**For the Authority:** City Hall, The Queen's Walk, London, SE1 2AA

For the attention of: [REDACTED]

**For the Service Provider:** Thames Reach Housing Association, The Employment Academy, 29 Peckham Road, London, SE5, 8UA

For the attention of: [REDACTED]

**12. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:**

NOT APPLICABLE

**13. Training to be provided by the Service Provider in accordance with Clause 8.11:**

NOT APPLICABLE

## SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

### A1 Privacy and Data Protection

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

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

**“Sensitive Personal Data”** has the meaning given to it by section 2 of the Data Protection Act 1998; and

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

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

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

A1.2.1 Categories of Data Subject

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

- *staff;*
- *service users;*
- *volunteers; and*
- *other rough sleepers.*

A1.2.2 Categories of Authority Personal Data

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

- *name;*
- *address;*
- *telephone number;*
- *photograph;*
- *age;*
- *gender;*
- *physical description;*
- *national insurance number;*
- *identity card number; and*

- *passport number.*

A1.2.3 Purpose(s) of the Processing

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

*The delivery of the Services; research, service development and planning.*

A1.2.4 Permitted offshore processing

no request was made by the Service Provider to process Authority Personal Data in any non-EEA Countries.

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

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

A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 maintain, and make available to the Authority on its request, documentation, a central register or an inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Authority Personal Data are processed including the legitimate interests pursued by TfL where processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source of the Personal Data; the recipients of the Personal Data; and the location(s) of any overseas processing of those Personal Data;

A1.3.4 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data;

A1.3.5 without prejudice to Clause A1.3.4, wherever the Service Provider uses any mobile or portable device for the

transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;

A1.3.6 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.4 and A1.3.5, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;

A1.3.7 where requested to do so by the Authority, or where Processing Authority Personal Data presents a specific risk to privacy, carry out a Privacy Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant statutory requirements) and make the results of such an assessment available to the Authority;

A1.3.8 notify the Authority within two (2) Business Days if it, or any Sub-contractor, receives:

A1.3.8.1 from a Data Subject (or third party on their behalf):

A1.3.8.1.1 a Subject Access Request (or purported Subject Access Request);

A1.3.8.1.2 a request to rectify, block or erase any Authority Personal Data; or

A1.3.8.1.3 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.8.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.8.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

- A1.3.9 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.8, including by promptly providing:
  - A1.3.9.1 the Authority with full details and copies of the complaint, communication or request; and
  - A1.3.9.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation.
- A1.3.10 when notified in writing by the Service Provider, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within five (5) Business Days from the date of the request.
- A1.3.11 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;
- A1.4 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority (in the Contract or otherwise) and unless there is a written contract in place with the sub-contractor which requires the sub-contractor or third party to:
  - A1.4.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
  - A1.4.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 22 and 23).
- A1.5 The Service Provider agrees that, and shall procure that any sub-contractor shall agree that, Authority Personal Data:

- A1.5.1 must only be Processed in accordance with the Authority's obligations to comply with Data Protection Legislation and by such their personnel as need to view or otherwise access Authority Personal Data;
  - A1.5.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;
  - A1.5.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and
  - A1.5.4 must not be used so as to place the Authority in breach of Data Protection Legislation and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.
- A1.6 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.6.1 not disclose or transfer Authority Personal Data to any third party or their own personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Authority Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
  - A1.6.2 notify the Authority within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause A1 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;
  - A1.6.3 keep the Authority properly and regularly informed consequently;
  - A1.6.4 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of

Authority Personal Data in accordance with the Contract and in compliance with Data Protection Legislation (including procuring access to sub-contractor premises);

- A1.6.5 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any relevant regulatory body, including the Information Commissioner, the police, any other statutory law enforcement agency or otherwise and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.6.6 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can/or do access Authority Personal Data;
- A1.6.7 ensure all Service Provider's Personnel who can/or do access Authority Personal Data are informed of its confidential nature and do not publish, disclose or divulge any of the Personal Data to any third party without the prior written consent of the Authority;
- A1.6.8 ensure all Service Provider's Personnel who can and/or do access Authority Personal Data have undergone adequate training in relation to the use, care, protection and handling of Personal Data in accordance with Data Protection Legislation and this Contract, understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
- A1.6.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.
- A1.7 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.8 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

- A1.8.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
  - A1.8.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
  - A1.8.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
  - A1.8.1.3 any sub-contractors or other third parties who will be processing and/or receiving Authority Personal Data in Restricted Countries;
  - A1.8.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.8.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner, in connection with, the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.8.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
  - A1.8.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
  - A1.8.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into

a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with, the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.8.3.1.

- A1.9 The Service Provider and any sub-contractor (if any), acknowledge:
  - A1.9.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;
  - A1.9.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
  - A1.9.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
  - A1.9.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.9.3 on two or more separate occasions, the Authority may at its option:
    - A1.9.4.1 exercise its step in rights pursuant to Clause A16;
    - A1.9.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
    - A1.9.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.10 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall:

- A1.10.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor (“QSA”) to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;
  - A1.10.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and
  - A1.10.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.
- A1.11 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.12 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.12.1 may Process the Personal Data only for so long and to the extent as is necessary to properly comply with its non contractual obligations arising under law (and will then comply with Clause A1.12.2);
  - A1.12.2 subject to Clause A1.12.1, shall;
    - (a) on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data and relevant records and documentation accordingly; or
    - (b) in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data and relevant records and documentation accordingly.
- Authority Personal Data may not be processed following termination or expiry of the Contract save as permitted by this Clause A1.12.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.12, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

A1.14 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

## **A2 IT SYSTEMS**

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

<b>“Euro Compliant”</b>	that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;
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A2.1 The Service Provider shall ensure that:

A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any date related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 comply with the Government's open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

### **A3 PERSONNEL MANAGEMENT AND TRAINING**

A3.1 The Service Provider shall provide the Key Personnel and shall procure that they:

A3.1.1 diligently supervise the performance of the Services;

A3.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and

A3.1.3 be available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.

A3.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Procurement Manager (which shall not be unreasonably withheld).

A3.3 The Service Provider:

A3.3.1 without prejudice to Clause 8.2 undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;

A3.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and

A3.3.3 subject to Clause A3.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of

the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract in accordance with the terms set out in Schedule 1.

- A3.4 Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.
- A3.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 7) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider's Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider's Personnel attending any training under this Clause A3.5.

#### A.3A CRIMINAL RECORD DECLARATIONS

##### A.3A.1 In this Clause A.3A:

A.3A.1.1 **"Relevant Individual"** means any member of the Service Provider's Personnel engaged in any aspect of the provision of the Services and requiring potentially the access to Authority Premises or Authority Assets; and

A.3A.1.2 **"Relevant Conviction"** means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

A.3A.2 The Service Provider shall procure from Relevant Individual a declaration that he has no Relevant Convictions (**"Declaration"**) or disclosure of any Relevant Convictions he has committed. A Declaration shall be procured prior to any Relevant Individual being engaged in aspect of the provision of the Services. The Service Provider shall confirm to the Authority in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Service Provider shall procure that a Relevant Individual notifies the Service Provider immediately if he commits a Relevant Conviction throughout the duration of this contract and the Service Provider shall notify the Authority in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- A.3A.3 The Service Provider is not permitted to engage or allow the engagement of any Relevant Individual any person in any aspect of the provision of the Services any Relevant Individual who has disclosed a Relevant Conviction.
- A.3A.4 The Authority may in accordance with the audit rights set out in Clause 16 audit and check any and all such records as are necessary in order to monitor compliance with this Clause A.3A at any time during performance of this Contract.
- A.3A.5 If the Service Provider fails to comply with the requirements under Clauses A.3A.2 and/or A.3A.3, the Authority may, without prejudice to its rights under Clause 26.1.1, serve notice on the Service Provider requiring the Service Provider to immediately remove, procure the removal of any Relevant Individual who has not provided a Declaration from the Authority Premises and cease their access to any Authority Assets (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services unless (in the case of non-compliance with Clause A.3A.2) within 7 days of receipt of the notice the Service Provider confirms to the Authority he has procured all of the Declarations required under Clause A.3A.2.
- A.3A.6 A persistent breach of either or both of Clause A.3A.2 or A.3A.3 by the Service Provider shall constitute a material breach of this Contract which is not capable of remedy and entitles the Authority to terminate the Contract in whole or in part with immediate effect in accordance with Clause 26.1.1.
- A.3A.7 If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the Service Provider shall remove, procure the removal of any Relevant Individual who has not provided a Declaration from the Authority Premises and cease their access to any Authority Assets (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services.
- A.3A.8 Nothing in this Clause A.3A in any way waives, limits or amends any obligation of the Service Provider to the Authority arising under this Contract and the Service Provider's obligation to provide the Services remains in full force and effect and the Service Provider cannot claim any extra costs or time as a result of any actions under this Clause A.3A.



- A7.3.7 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;
  - A7.3.8 subject to Clause A7.4.1, 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
  - A7.3.9 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).
- A7.4 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:
- A7.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and
  - A7.4.2 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.
- A7.5 If the Service Provider is in breach of Clause 19 or this Clause A7, 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.

**A8** **NOT USED**

**A9** **NOT USED**

**A10** **FURTHER CONFIDENTIALITY REQUIREMENTS**

A10.1 The Service Provider shall:

A10.1.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

A10.1.2 not, except where provided in Clause 23 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

A10.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clauses 23 or A10 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 23 and A10 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 23 and A10.

**A11** **NOT USED**

**A12** **OPTION TO EXTEND DURATION**

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two years by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

## **A13**

### **OPTION TO EXTEND SERVICES**

A13.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification:

Such additional services as the Authority and the Service Provider agree from time to time, both parties acting reasonably.

A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than one month's written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.

A13.3 The Service Provider acknowledges and agrees that:

A13.3.1 the Authority shall be under no obligation to exercise an option under this Clause;

A13.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and

A13.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.

A13.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

## **A14**

### **CRIME AND DISORDER ACT 1998**

A14.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

A14.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;

A14.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

A14.1.3 without prejudice to any other obligation imposed the Authority, to exercise its functions with due regard to the

likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

**A15**                      **NOT USED**

**A16**                      **STEP-IN**

A16.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A16.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A16.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A16.2 The Authority shall provide notice to the Service Provider in writing of the following:

A16.2.1 the action it wishes to take;

A16.2.2 the reason for such action;

A16.2.3 the date it wishes to commence such action;

A16.2.4 the time period which it believes will be necessary for such action; and

A16.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

A16.3 Following service of the notice required in Clause A16.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).

A16.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A16.3).

A17 NOT USED

A18 NOT USED

A19 NOT USED

**A20 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER**

A20.1 Not used.

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

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

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

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

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

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

- A20.2.6 **“Relevant Period”** means the period starting on the earlier of:
- (a) the date falling 6 calendar months before the date of expiry of the Contract; or
  - (b) if the Contract is terminated by either Party in accordance with Clause **26.3** or by the Authority in accordance with Clauses **26.1, 26.2, 26.4** or **26.5**, the date of the relevant termination notice;
- and ending on the Further Transfer Date;
- A20.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A20.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A20.2.9 **“Staff List”** has the meaning set out in **Clause A21.1.1**;
- A20.2.10 **“Staffing Information”** has the meaning set out in **Clause A21.1**;
- A20.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);
- A20.2.12 **“Transfer of Services”**; means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A20.2.13 **“Transferring Staff”** means such employees of the Current Service Provider(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A20; and

A20.2.14 “**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Service Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **Clause A20.4**).

A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Service Commencement Date.

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

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

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

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

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

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

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

- A20.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE;
  - A20.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Service Commencement Date;
  - A20.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;
  - A20.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A20.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A20.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A20.10 **Clause 30.1** shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this **Clause A20** shall be enforceable by them.

### **Appendix 1 to Clause A20**

List of Transferring Staff is not applicable as the Service Provider is also the Current Service Provider prior to the commencement of this service contract.

## A21

### Transfer of Employees on Expiry or Termination

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

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

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

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

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

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

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

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

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

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

- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
  - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
  - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
  - A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
  - A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
  - A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
  - A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A21.7** regardless of when such notice takes effect.
- A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Clause A21** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party

engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

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

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

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

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

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

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

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

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement

Service Provider (as appropriate) with the same level of access, information and cooperation.

A21.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

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

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

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

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

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

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

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

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

A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-

Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A21.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A21.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

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

## **Appendix 1 to Clause A21**

### **Information to be provided in respect of those on the Staff List**

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
  - 1) Employer
  - 2) Employee
  - Including additional info on:
    - who were originally employees of the Authority,
    - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government

Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,

- whose employment transferred from the Authority to the Service Provider under TUPE; and
  - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of any Contracting Out Certificate
  - Details of the relevant employee representative body or bodies and relevant collective agreements
  - Date of Annual Pay Award
  - Annual Leave Entitlement
  - Contractual Notice Period
  - Public Holiday /Concessionary Days Entitlement
  - Sickness Entitlement (in 12 month rolling period)
  - Salary/wage increases pending
  - Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
  - Details of any other benefits provided, whether contractual or non-contractual
  - Copy of employment contract or applicable standard terms and employee handbook
  - Any loans or educational grants
  - For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
  - Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
  - Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
  - Department and place on organisation chart
  - Average absence due to sickness
  - Training and competency records

A22 NOT USED

A23 NOT USED

A24 NOT USED

A25 NOT USED

A26 NOT USED

A27 NOT USED

A28 NOT USED

A29 NOT USED

**A30 LONDON LIVING WAGE**

For the purposes of this Clause A30, unless the context indicates otherwise, the expression “**London Living Wage**” means a basic hourly wage (as at the date of this Contract) of £9.15 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

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

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

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

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

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

A30.2.5 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

A30.2.6 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

- A30.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- A.30.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.
- A30.5 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

## SCHEDULE 3 – SPECIFICATION

### 1 Introduction

#### **The Mayor's rough sleeping policies**

**The Mayor will work with boroughs and partners to ensure that**

- **no-one new to the streets sleeps rough for a second night**
- **no-one lives on the streets of London**
- **the flow of new rough sleepers onto the streets is minimised**

***London Housing Strategy 2014***

#### **Priorities for the Mayor's commissioned rough sleeping services**

##### **Overarching priorities**

**To work with boroughs and partners:**

**1 to ensure that no-one new to the streets sleeps rough for a second night**

**2 to minimise the flow of new rough sleepers onto the streets**

**3 to ensure that no-one lives on the streets of London**

**4 to ensure that no-one returns to the streets of London**

##### **Cross-cutting priorities**

**To work with boroughs and partners:**

**5 to tackle rough sleeping by non-UK nationals**

**6 to improve partnership working around enforcement**

**7 to meet the physical and mental health needs of rough sleepers**

**8 to tackle hidden or mobile rough sleeping**

**9 to help ensure the availability of appropriate accommodation, including emergency accommodation**

**10 to enhance the service offer from faith and community based organisations**

**11 to maintain and improve the collection of data about rough sleeping**

***Rough Sleeping Commissioning Framework published July 2015***

1.1 The GLA is seeking to procure an organisation to deliver London Street rescue – a rapid response based outreach service to work in those London boroughs that do not have a locally commissioned outreach service, at Heathrow Airport and on London's transport network (buses and tube), plus additional shifts for No Second Night Out.

1.2 This document, describes the service to be delivered in detail. It sets out the activities and outputs for the service, and the outcomes that are

expected to be achieved over the course of the service contract period. The Service Provider will support the priorities set down in Mayor of London's Rough Sleeping Commissioning Framework (see GLA website).

- 1.3 In summary: the London Street Rescue service will work with local authorities and other voluntary sector agencies to provide routes off the street (whether through reconnection or accommodation) for rough sleepers so as to ensure that no rough sleeper newly arriving on the streets of London has a second night out and no-one is living on the streets of London.
- 1.4 Key to the success of the service will be ensuring a timely response to reports of rough sleeping made by local authorities, the police, the ambulance service, members of the public, businesses and others via a provided phone line and website. The nature of rough sleeping outside inner London, and the limited reach of the London Street Rescue service mean that this intelligence is often the best means of identifying and tackling rough sleeping.
- 1.5 The London Street Rescue service will help meet the Mayor's strategic aims and objectives by:
  - providing a street-based outreach service that responds to reports of rough sleeping rapidly and effectively
  - maintaining excellent relationships with accommodation providers and local authorities in the boroughs within which it operates to maximise moves off the streets
  - ensuring that rough sleepers are rapidly reconnected back to home areas as a matter of course (unless it is unsafe to do so)
  - managing a referral phone line (and website) to receive reports of rough sleeping
  - ensuring that data about demand, activity and outcomes is maintained and used strategically to inform service delivery and development.

## 2 Who the service is for

- 2.1 The London Street Rescue (LSR) service is for rough sleepers within those London boroughs that do not have their own outreach service. LSR is expected to respond to the changing demands if an outreach service is commissioned or decommissioned in a borough. Currently, those without a commissioned outreach service is indicated below:

<u>Borough</u>	<u>Location within London</u>	<u>Local service</u>
<b>Barking &amp; Dagenham</b>	Outer	No
<b>Barnet</b>	Outer	No
<b>Bexley</b>	Outer	No
Brent	Outer	Yes
<b>Bromley</b>	Outer	No
Camden	<b>Inner</b>	Yes
Croydon	Outer	Yes
Ealing	Outer	Yes
<b>Enfield</b>	Outer	No
<b>Greenwich</b>	<b>Outer</b>	No
<b>Hackney</b>	<b>Inner</b>	No
Hammersmith & Fulham	<b>Inner</b>	Yes
<b>Haringey</b>	<b>Inner</b>	No
<b>Harrow</b>	Outer	No
<b>Havering</b>	Outer	No
<b>Hillingdon</b>	Outer	No
Hounslow	Outer	Yes
Islington	<b>Inner</b>	Yes
Kensington & Chelsea	<b>Inner</b>	Yes
<b>Kingston upon Thames</b>	Outer	No
Lambeth	<b>Inner</b>	Yes
<b>Lewisham</b>	<b>Inner</b>	No

<b>Merton</b>	Outer	No
<b>Newham*</b>	<b>Inner</b>	No
<b>Redbridge</b>	Outer	Yes
Richmond upon Thames	Outer	Yes
Southwark	<b>Inner</b>	Yes
<b>Sutton</b>	Outer	No
Tower Hamlets	<b>Inner</b>	Yes
<b>Waltham Forest</b>	Outer	No
<b>Wandsworth</b>	<b>Inner</b>	No
Westminster	<b>Inner</b>	Yes

\* **currently planning to commission outreach**

City of London – not a London Borough but is considered to be Inner London

- 2.2 The London Street Rescue service also provides a service to rough sleepers at London's Heathrow Airport and to those rough sleepers using London's transport network (buses and tube) as a place to sleep.
- 2.3 The service is not a preventative service or a housing advice service for those people in housing need who are unlikely to sleep rough. However, though there will be occasions when the service is required to get involved in work with local authorities around squat closures where those living within the squats are at strong risk of rough sleeping post-closure.
- 2.4 The London Street Rescue service should work with all rough sleepers (both new and established) within its geographical remit, with no exclusions based on demography (e.g. age, nationality, gender) or support need.
- 2.5 The service provider should operate a verification process to ensure that the service is only working with current rough sleepers (unless working with those in squats as part of planned closure operations). This process needs to ensure that there is sufficient gate keeping of the service so that only those who meet the service criteria are able to access it, but needs to be sophisticated enough not to create an incentive for people to sleep rough.
- 2.6 Referrals of individuals to the service who do not meet the service criteria should be signposted to appropriate other services and a suitable record kept of this work.

### **3 Outcomes, outputs and activity**

#### **Service provision**

- 3.1 London Street Rescue will contribute to meeting the high level priorities set out the Mayor Rough Sleeping Commissioning Framework set out in Section 1.
- 3.2 In furtherance of these high level outcomes, the service provider will achieve an agreed number of accommodation and reconnection outcomes for rough sleepers in London each year. The actual number of accommodation and reconnection outcomes will be determined at contract award stage in accordance with funding available and prices offered.
- 3.3 The service provider will ensure that all rough sleepers receive an appropriate 'single service offer' and that individuals have their options clearly and realistically explained to them and that all agencies working with that individual and clear of the offer that has been made and can assist with reinforcing it appropriately
- 3.4 The service provider will ensure that rough sleepers from a range of nationalities will be worked with, reasonably reflecting the nationality proportions recorded on CHAIN. No targets will be set regarding this but the service provider needs to ensure that all nationalities can be served (i.e. that languages are spoken within the service or interpreting services are available according to need).
- 3.5 The service provider will be expected to establish regular tasking and targeting arrangements in a minimum of 70% of the boroughs within which the service operates. For the purposes of the specification, we consider the airport to count as a borough. Tasking and targeting refers to holding minuted planning meetings with the local authority and other relevant local voluntary sector or statutory services to discuss both individual rough sleepers in the area (and how their rough sleeping will be brought to an end) and the tackling of rough sleeping hotspots. To qualify as regular, these meetings must be occurring at least once every quarter. The list of boroughs (or airport) where these meetings take place has to include all of the 'top' eight boroughs covered by the service ('top' in terms of rough sleeping volume measured via CHAIN).
- 3.6 The service provider is expected to adopt a personalised approach, backed with active case management, and work with partners to help the most entrenched, complex and challenging rough sleepers exit rough sleeping (e.g. the RS205 cohort or any replacement/subsequent cohorts). If encountering a lack of engagement on the part of the rough sleeper being worked with, the service provider should bring together a range of appropriate partners to determine an emergency plan for securing engagement – this may include offering a different worker, allowing a different agency to lead

the work, use of legal frameworks (e.g. Mental Capacity Act) and adopting a more informal approach to engagement. The service provider should ensure that by the end of 2020 none of the identified entrenched rough sleepers are living on the streets.

- 3.7 The service provider is expected to ensure that the health and well-being of rough sleepers is at the forefront of all assessments and support planning.
- 3.8 The service provider will need to ensure that rough sleepers have the ID they need to move into accommodation or achieve a reconnection outcome and support them to make all benefit claims necessary for the same purpose.
- 3.9 The service provider is expected to support local authorities to undertake formal street counts (see DCLG website for details of street count guidance). All boroughs that count from within the areas covered by the service (including the airport) should be supported in some capacity by the service. This should include a minimum of one salaried counter and one volunteer counter provided on the night and attendance at planning meetings in the run up to the count.
- 3.10 The service provider is expected to support local authorities to provide formal rough sleeping estimates (see DCLG website for details of rough sleeping estimates). All boroughs within the areas covered by the service (including the airport) should be provided with an annual estimate in accordance with the timings established by DCLG and the evidence on which the estimate has been based should also be provided. GLA should receive copies of these estimates.
- 3.11 The service provider may be expected to extend the service to deliver additional shifts in support of the Mayor's No Second Night Out project for which a price per shift equivalent to the costs of this service will be paid. Any extension will be agreed by the GLA prior to taking place.

### **Shifts**

- 3.12 The service provider will provide between 14 and 28 street outreach shifts per week (including the airport and bus/tube shifts). Shifts must be a minimum of seven hours. Shifts will be spread throughout the week so that an even seven day service is offered. These shifts should take place at times which will maximise contact with bedded down rough sleepers and the shifts should be a minimum of seven hours in length.
- 3.13 The service provider will work with Transport for London, London bus companies, the police, the British Transport Police and other partners to deliver a service to rough sleepers bedded down on London's buses and night time tubes. A minimum of one shift per fortnight is

intended to be delivered on the buses and tubes, with routes selected according to intelligence provided by TfL.

- 3.14 The service provider will work with Heathrow Airport Holdings Limited (formerly British Airport Authority), airport police, Travel Care and welfare services to deliver a service to rough sleepers bedded down in Heathrow Airport. A minimum of three shifts per fortnight are intended to be delivered at the airport, though this may change according to demand.
- 3.15 The service provider will ensure that 100 per cent of contacts/activity with rough sleepers during these shifts (whether bedded down or not bedded down) is appropriately recorded on CHAIN and that all other data fields required on CHAIN are completed as fully and accurately as possible. CHAIN records need to be updated at the end of every shift, and all information so be recorded on CHAIN within 24 hours.
- 3.16 The service provider will organise shifts and service activity so as to:
- ensure that all boroughs covered by the service are visited at a frequency appropriate to the level of local demand. No targets will be set regarding this but the service provider needs to ensure equitable access and that boroughs with large levels of demand do not squeeze out the needs of boroughs with lower numbers
  - workers must be assigned to one area or borough to ensure effective time management (so that time is not wasted travelling between boroughs) and a continuity of service with clients
  - there should be 'regional teams' and there must be one named key worker (single point of contact) per borough
  - ensure that as little time as possible is wasted travelling between boroughs/areas within boroughs in the delivery of the service and that staff are able to travel safely and efficiently around the capital to deliver the service
  - ensure that IT/communications equipment/solutions are utilised wherever appropriate to improve the effectiveness of the service and support staff to work as safely and effectively as possible
  - ensure that staff have access to management support when working out of office hours
  - enable the service to undertake effective and prompt follow up work needed with individual rough sleepers after a street shift has completed.

### **Referrals**

- 3.17 The service provider will work with StreetLink to ensure referrals are quickly relayed to the team. Outside of normal hours, the provider should have a system which allows callers to leave a message and get a prompt follow-up to their call and the Mayor to achieve his no second night out target for new rough sleepers.

- 3.18 The service provider will ensure that referrals to the service – whether through the phone line or the website – are responded to within 72 hours (24 hours for new rough sleepers). This means that effort was made to contact the individual reported to be rough sleeping or contact was made with the rough sleeper referred to the service at the location indicated.
- 3.19 The service provider should work to improve awareness of the service and increased referrals from the public and others so as to enable rough sleepers to be identified as quickly as possible after they arrive on London’s streets. Responses provided to members of the public (and others) referring rough sleepers to the service should get a call back, text or an email within seven days (where they have indicated that they would like this response) informing them of what action was taken in respect of their referral. The service provider needs to be mindful of the need to protect personal data/confidentiality when providing this feedback. If the referral was refused, it is important this is explained and reasons given.
- 3.20 The service provider will ensure that all clients have their needs and risks assessed and support plans developed in accordance with this specification.
- 3.21 The service provider will ensure that referrals are carefully assessed and the service carefully managed so as to minimise the chances of offering a service to those who are not rough sleeping and/or creating a perverse incentive for people to sleep rough to access support with their accommodation needs. Any suspicions that this is occurring should be immediately brought to GLA’s attention.
- 3.22 The service provider will ensure that referrals are carefully assessed and the service carefully managed so as to deter agencies from outside London signposting rough sleepers to London to obtain a service that might not be available to them elsewhere. Incidents of this occurring should be fed back to GLA during monitoring meetings.

### **Accommodation**

- 3.23 The service provider will ensure that rough sleepers are rapidly moved off the streets into accommodation, primarily short term accommodation, within London (or outside of the capital for those that are being reconnected) and that the Mayor’s ‘no second night out’ target is being met. Short term is defined as temporary accommodation (e.g. hostels, supported housing, B&Bs). Rough sleepers will also be moved into severe weather beds or emergency safe seats (or similar) as the need arises, but these will not be formally counted as accommodation outcomes given the very transient nature of this provision.
- 3.24 The service provider will make appropriate use of available safe seats, reconnections beds, B&B placements, locally provided assessment

beds, the No Second Night Out hub for those rough sleepers who may need emergency accommodation while further assessment work is undertaken and housing options are developed as needed. The service provider will keep records about the use of these beds and provide feedback to GLA.

- 3.25 The service provider will ensure that rough sleepers placed in emergency assessment beds are supported to make a rapid move into more secure accommodation and that the providers of the assessment beds are clear about the likely timescales and planned move on being secured.
- 3.26 The service provider will ensure that rough sleepers are supported to move off the streets into longer term accommodation within London (or outside of the capital for those that are being reconnected). Longer term accommodation includes the private rented sector, permanent/very long term accommodation projects, the Clearing House.
- 3.27 The service provider will ensure that rough sleepers with accommodation in other parts of the UK (either family or friends or an existing tenancy) are given the support they need to reconnect to that accommodation. This relates to rough sleepers for whom accommodation is not sourced but who are enabled to return home (either to family or friends or to another unspecified place) through the provision of advocacy with landlords/relatives, the making of travel arrangements and, for some, being accompanied on the reconnection journey. Only actual reconnection work undertaken by the service provider counts towards this outcome, not referrals to existing reconnections agencies.

### **Reconnections**

- 3.28 The service provider will work with the Home Office with regard to reconnection cases.
- 3.29 The service provider will seek to ensure that clients reconnected to accommodation outside of London do not return to rough sleeping after being reconnected. CHAIN will be checked for any returning individuals and the service provider should try to establish from the relevant outreach team the reasons for any returns to the streets to avoid any repeats of problems and get feedback on the service.

### **Partnership engagement**

- 3.30 The service provider will build links with local authorities, statutory authorities and service providers across the range of boroughs the service covers to develop a range of accommodation options for rough sleepers.

- 3.31 The service provider will ensure that a close working relationship is maintained with other London outreach teams, the police, ambulance teams, day centres and housing options teams so that they are able to make appropriate referrals to the service.
- 3.32 The service provider should work in partnership with the GLA to develop services at a local level.
- 3.33 The service provider will be expected to work closely with enforcement agencies (police and Home Office), London local authorities and their outreach teams to support work on tackling hot spots or closing squats. The role of the service is principally to work with existing rough sleepers rather than do preventative work in squats, so all work undertaken in respect of squat closures (involving non-CHAIN verified clients) should be notified to GLA during contract monitoring meetings and may be restricted in favour of work with CHAIN verified rough sleepers if there are competing demands on time/resources.
- 3.34 The service provider will be expected to engage with and address community concerns in regards to rough sleeping hot spots through working with relevant local authorities and enforcement agencies.
- 3.35 The service provider will be expected to work closely with local immigration teams as needed to tackle rough sleeping hotspots and with respect to casework needed for individual rough sleepers and to refer to Home Office rough sleepers who are in the country illegally for enforcement action.
- 3.36 The service provider is expected to maintain links with substance misuse, mental health, primary care and other health providers to ensure that rough sleepers with immediate health needs can have those needs met while the service is securing a move away from the streets for them.
- 3.37 The service provider is expected to engage day centres and faith based organisations to find ways for them to support its work to end rough sleeping.

### **Monitoring and record keeping**

- 3.38 The service will ensure that the number of shifts are recorded and well as the numbers found per borough. Trends will be monitored by the GLA.
- 3.39 The service provider will ensure that records are kept of all work undertaken, referrals received and outcomes achieved.
- 3.40 The service will use 'smart phones' or appropriate alternatives to ensure that records are easily transferable to CHAIN and meet CHAIN's requirements regarding data collection for spatial mapping. This will largely be in the form of coordinates of the location.

- 3.41 The service will be monitored regarding the activity specified above, and will be required to report to the GLA according to the criteria specified in section 7, against the targets and milestones contained in appendix A and supported by the evidence also specified in this appendix.

### **Website**

- 3.42 The service provider will maintain the London Street Rescue website and the online referral tool for the use of practitioners, potential service users and other interested parties.

## **4 Referral, assessment and support planning**

### **4.a Referral and initial assessments**

- 4.1 The London Street Rescue service will receive referrals from a wide range of sources – including from voluntary sector agencies, the London Ambulance Service, the police, Street Link, members of the public, businesses, local authorities and rough sleepers themselves.
- 4.2 Referrals will generally be made by telephone, email or via the London Street Rescue website and a system will need to be operated that effectively receives and records these referrals (including agreed demographic information) and which demonstrates how they have been responded to and what outcomes were achieved.
- 4.3 The service provider should ensure that the service is appropriately publicised and delivered so as to enable rough sleepers to access the service with minimum difficulty and as soon as possible after they arrive on the streets.
- 4.4 The service provider should, as far as possible, ensure that those using or seeking to use the service are clear of the referral criteria and know how to make a referral. Referral decisions must be transparent and will be monitored by the GLA. The service provider must ensure – and be able to demonstrate – that individuals are not unfairly treated as a result of ethnic origin, age, gender, physical impairment, sexual orientation and faith.
- 4.5 Feedback should be given where referrals to the service are not accepted and a record kept of the referral and reasons for refusal. The prospective service user must be made aware of the referral criteria and advised of reasons for refusal. This advice will be given in person for self-referrals but provided to the referring agency/referring individual on all other occasions.
- 4.6 All referrals should be responded to within 72 hours. For referrals of new rough sleepers, the service provider must ensure that the response is

rapid enough to meet the Mayor's target that no rough sleeper should have a second night out.

- 4.7 The referral criteria for the service and the process that will be followed to decide whether someone is eligible for the service (and to ensure fair access) must be clearly set out, be readily available from the London Street Rescue service website and reviewed with GLA annually.
- 4.8 Every potential service user (accepted on referral) will be given an initial needs and risk assessment before being made an offer of support. The needs assessment will ensure that the service can provide the necessary level and appropriate type of support for the service user and the risk assessment will ensure that the health and safety of the potential service user, staff and the local community is protected. Necessarily, given the nature of the service and the limited information that will be available, these assessments will be brief and need to be undertaken rapidly.
- 4.9 In some instances, referral agencies will have undertaken their own individual assessments, which may be shared with the service provider (with reference to the GLA's Data Sharing Protocol). The service provider can use these reports to inform their own assessments.

#### **4.b Full assessments**

- 4.10 Following acceptance to the London Street Rescue service, the service provider will enhance the needs and risk assessments completed during referral by completing a more detailed assessment. These assessments should feed into the support planning process.
- 4.11 The service user must be involved in his own support needs assessment, along with any other organisations that may be involved (e.g. social services, GP, probation, carer).
- 4.12 The aim of the needs assessment should be to identify how to meet those needs that will lead to the service user being able to sustain a move away from rough sleeping. The content and coverage of the assessment needs to be determined by the service provider with this in mind.
- 4.13 The aim of the risk assessment is to assure the safety of the rough sleeper being worked with, gain the benefits of a safer working environment for staff, protect neighbourhoods from any anti-social behaviour and reduce the possibility of negative outcomes for service users.
- 4.14 The risk assessment should:

- identify risk issues for each service user and/or those coming into contact with that service user
- identify the hazard from each risk issue, who is at risk and the possible harms
- decide on a course of action for each identified risk and prioritise it
- have access to information and pass the information on to others if necessary, having regard to issues of data protection and confidentiality
- be clear about responsibilities for managing identified risks
- develop and review strategies to reduce identified risk.

4.15 The service provider is required to regularly review and update the risk assessment for each service user at a frequency suitable to the type of support service offered by London Street Rescue and the duration of the individual's relationship with the service. However, if the service user's needs or circumstances change significantly in the interim the service provider is required to review and update the risk assessment immediately.

4.16 If the risk assessment identifies any risks to the service provider's staff or others (including members of the public and other rough sleepers) then appropriate steps should be taken to manage the risk via a written risk management plan. If necessary, the service provider should discuss how to manage any such risks with the GLA.

#### **4.c Support planning**

4.17 Support planning will follow on from the support needs and risk assessments conducted as part of the referral and detailed assessment processes. The staff member leading on the delivery of the support plan must be clearly identified by the service provider with arrangements put in place for cover if they are ever absent.

4.18 A support plan must be agreed with the service user within 72 hours of first contact.

4.19 The support plan should set out the activities that will be undertaken to enable the service user to sustain a move away from rough sleeping. The content and coverage of the support plan should be determined by the service provider with this in mind.

4.20 The support plan must be recorded in writing or electronically and signed and dated by the relevant support worker. The service user should be offered a copy of the support plan and, where appropriate, sign it off – though it is accepted that the nature of the work of the London Street Rescue service will necessarily make this difficult so it is not mandatory.

- 4.21 The support plan should be regularly reviewed to take account of the changing needs and circumstances of the service user. The cycle of reviews should be appropriate to the type of service and the needs of the service user. Any significant changes to the plan must be recorded in writing and dated by the support worker.
- 4.22 Support plans should include SMART (specific, measurable, achievable, realistic and time-bound), outcome-based targets for service users and should be linked to the outcome of ensuring that a rough sleeper is able to sustainably leave the streets.

#### **4.d Support co-ordination**

- 4.23 The majority of support interventions undertaken by the London Street Rescue service will be necessarily brief in nature and should not require a prolonged assessment or support planning process. However, where reasonable, more intense case work should take place to ensure rough sleepers are not visited just once and remain on the street if they refuse the initial offer. However, for a small number of individuals with complex needs and case histories, it may be necessary to undertake fuller assessment and support planning processes, including convening case conferences to co-ordinate the delivery of support from a variety of agencies.
- 4.24 The service provider will take responsibility in these situations for organising case conferences for individual rough sleepers, ensuring the attendance of key agencies (eg: mental health teams, local authorities, Probation, substance misuse agencies, etc.) and keeping notes of the meetings and progressing agreed follow up work.
- 4.25 The London Street Rescue service covers a large number of boroughs and will require the support of local agencies, local police and immigration teams and the relevant local authorities to progress work on tackling rough sleeping in each locality. The service provider is therefore required to establish regular tasking and targeting type arrangements in the boroughs where the numbers of rough sleepers makes this a viable proposition or where any hot spots of rough sleeping exist or emerge.
- 4.26 The nature, frequency and expected scope of these tasking and targeting arrangements should be agreed in advance via the service provider signing off of a protocol with the relevant local authority.
- 4.27 The service provider will organise and service the meetings in consultation with the relevant local authority and ensure attendance by the key agencies as far as possible.
- 4.28 Difficulties co-ordinating support in this way in any local authority area should be brought to the attention of the GLA who may be able to assist with brokering relationships.

## **5 Workforce**

### **5.a Staffing**

- 5.1 The service provider needs to employ enough suitably skilled and competent staff to effectively deliver the service and achieve outputs and outcomes as described. Staff must also have appropriate language skills to assist non-UK national rough sleepers. This needs to be demonstrated and will be monitored by GLA.
- 5.2 The service provider will be responsible for making arrangements, where needed, for emergency cover to ensure the required activities are undertaken during periods of staff absence.
- 5.3 The service provider will ensure that staff are properly supported, supervised, trained and inducted to a standard that allows them to deliver the service to the expected standard.
- 5.4 The service provider will be expected to be actively taking steps to employ a proportion of former service users in the delivery of the service.
- 5.5 The service provider will be responsible for all employment issues.
- 5.6 The service provider will:
- comply with any legislation prohibiting discrimination in any form
  - obtain enhanced disclosures from the Disclosure and Barring Service (DBS ) in advance of the engagement of relevant staff in the service
  - ensure that staff are not on the Safeguarding Vulnerable Adults/Safeguarding Children register
  - ensure that a minimum of two written references are obtained for every employee and that all staff are in possession of a valid work permit.
- 5.7 As well as providing access to appropriate professional training, all staff (including management) must be trained in:
- safeguarding children (Children Act 2004)
  - safeguarding vulnerable adults (Safeguarding Vulnerable Groups Act 2006)
  - risk management
  - information governance and data protection
  - health and safety
  - equal opportunities and diversity.

### **5.b Conduct of staff**

- 5.8 The service provider shall enforce codes of conduct and disciplinary procedures for its staff.
- 5.9 The service provider shall take appropriate disciplinary action against any person employed by the service provider who transgresses such codes and procedures.
- 5.10 The service provider shall inform the GLA of any serious or persistent transgressions by staff members and shall regularly update the service commissioner on the progress and outcome of actions taken.
- 5.11 The GLA reserves the right under the safeguarding procedures to request the service provider to immediately remove a staff member from the Service if:
- that staff member has failed to disclose any previous criminal convictions (unless exempted from doing so under the Rehabilitation of Offenders Act 1974)
  - the GLA receives a complaint that the staff member has acted in a discriminatory manner in the provision of the service
  - the staff member has acted in a manner that has put a service user or other vulnerable person at risk of harm (whether physical, emotional, financial or other harm).

## **6 Governance**

- 6.1 The service provider will ensure that the service is delivered in compliance with the following legislation (not limited to this list), as may be amended from time to time, and has appropriate policies in place to guide staff in working within these laws:
- Equality Act 2010
  - Disability Discrimination Act 1995, 2005
  - Human Rights Act 1998
  - Homelessness Act 2002
  - Race Relations Amendment Act 2000
  - Police Act 1997/Criminal Records Bureau
  - Civil Contingencies Act 2004
  - Health and Safety at Work Act 1974
  - Safeguarding Vulnerable Groups Act 2006
  - The Children Act 2004
  - Freedom of Information Act 2000
- 6.2 The service provider will have a range of policies and procedures in place, including but not limited to:
- complaints
  - health and safety
  - staff appraisal, supervision, induction, training
  - staff grievance, disciplinary and capability
  - recruitment procedures, including rehabilitation of offenders and Disclosure and Barring Service (DBS) clearance;

- lone working
- managing conflict
- bullying/harassment/whistle blowing
- safeguarding
- incident reporting, including RIDDOR
- confidentiality
- service user involvement/consultation
- assessment and support planning
- equality and diversity including Lesbian, Gay, Bisexual and Transgender
- Service withdrawal
- Raising issues of concern
- child protection
- multi-disciplinary working
- good neighbourhood
- non-engagement
- civil contingencies.

6.3 The service provider will have a written business continuity plan.

## **7 Contract monitoring and performance management**

- 7.1 The service provider is required to submit performance management information, supporting evidence and financial statements one week in advance of regular contract monitoring meetings.
- 7.2 Contract monitoring meetings will usually be held quarterly – but the frequency of these meetings may be varied by the GLA at any time. During the first year of the contract, monitoring meetings may be held on a monthly basis if the GLA deems this to be appropriate.
- 7.3 The service providers will be required to submit performance management information and supporting evidence within fourteen calendar days of the end of the quarter (or the revised reporting period if this has been varied). Contract monitoring meetings will occur within four weeks of this date.
- 7.4 The GLA may also reasonably request performance management information outside of these times. These requests must be responded to within fourteen calendar days.
- 7.5 Performance management and monitoring information will be submitted in the format set out by GLA at the commencement of the contract. Performance management information must be submitted together with the supporting evidence specified in appendix A.
- 7.6 The service provider will supply a financial statement from their management accounting system at each monitoring meeting detailing annual budget, budget year to date and expenditure/income year to date against all major budgetary headings. A sample template is

attached at appendix D. The service will also be required to report on staff vacancy rates. Examples of what these reports should look like are included in appendix E.

- 7.7 It is expected that all information supplied will be complete and accurate. Provision of inaccurate or misleading monitoring information may lead to a contract default.
- 7.8 Agreed contractual payments will be subject to satisfactory production of performance management information and other required supporting evidence. Low performance indicated in a monitoring return will result in further investigation by the GLA until a satisfactory outcome can be achieved. Consistently low performance is considered a default and will trigger a service review.
- 7.9 It will be a requirement that staff of appropriate seniority attend contract monitoring meetings.
- 7.10 GLA retains the right to audit performance management information, supporting evidence and financial statements at any time assuming 14 days notice is given to the service provider.
- 7.11 All service providers will supply up to date contact details for their organisation.

## **8 Data protection and confidentiality**

### **8.a Data protection**

- 8.1 Both the GLA and the service provider have a duty to ensure that information held by the service is held securely and used appropriately in line with the Data Protection Act 1998.
- 8.2 The GLA will act as data controller in respect of all personal information collected and recorded in respect of London Street Rescue and the service provider will act as data processor.
- 8.3 The service provider will register with the Information Commissioner as a data processor with regard to this data.
- 8.4 The service provider (and any other third parties) will be expected to demonstrate accountability for the appropriate assurance of privacy issues involving the processing and sharing of service users' personal and sensitive information.
- 8.5 The service provider will sign up to and comply with the GLA's Rough Sleeper Services Information Sharing Protocol [see appendix B].
- 8.6 The service provider will ensure that all users of the London Street Rescue website are clear about how their personal information will be used.

- 8.7 Appropriate consent should be obtained for any service users whose data will be recorded on CHAIN or any local client recording systems.
- 8.8 The service must have policies in place to manage any loss of data, accidental or otherwise. These policies must include details on how the service provider would:
- implement a recovery plan, including damage limitation
  - assess the risks associated with the breach
  - inform the appropriate people and GLA that the breach has occurred
  - review their response and update their information security.

### **8.b Records**

- 8.9 The service provider will ensure the quality of the data entered onto CHAIN.
- 8.10 The service provider will ensure that its staff are properly trained on how to handle and store records on CHAIN or any local client recording system.
- 8.11 In respect of other records kept by the service provider, the service provider must have Information Management policies governing the secure storage of records. These policies must be consistent with the information contained in the GLA's Rough Sleeper Services Information Sharing Protocol and the standards set out in appendix B.

### **8.c Confidentiality**

- 8.12 The service providers must have a confidentiality policy and must provide a copy to the GLA upon request. The policy must also be available to service users in an appropriate format and must be explained to them upon entry into the service.
- 8.13 The confidentiality policy must be compatible with the GLA's Rough Sleeper Service Information Sharing Protocol (see appendix B).
- 8.14 Service users and staff should be advised of the type of information the service provider keeps on record, what can or must be disclosed without their consent, when their consent is needed for disclosure and their rights to see information recorded about them.
- 8.15 Service users should not be asked to sign a blanket, wide ranging consent to disclosure. The confidentiality policy should set out areas where information will be shared and under what circumstances and serves as a record of their consent within these areas. In other cases, the user's consent must be obtained as the need arises. This includes passing information to other agencies.

- 8.16 The service provider must ensure that everyone engaged in the support service with access to personal information understands their responsibilities and can demonstrate evidence of compliance with their procedures. This includes employees, volunteers, self-employed workers, consultants or contractors.
- 8.17 The procedure must comply with the Data Protection Act 1998 and any contractual requirements. It should also cover accuracy and consistency of record keeping, security of data, information to service users, and consent for disclosure requirements and identify responsible persons.
- 8.18 Contracts of employment, volunteering agreements, contracts with consultants and others should include a clause making explicit the person's responsibilities for confidentiality and data protection. The confidentiality policy should also cover actions to be taken if a staff member breaches confidentiality by unnecessarily passing on information about a service user.

#### **8.d Whistle blowing**

- 8.19 The Public Interest Disclosure Act 1998 provides for the protection of individuals who make certain disclosures of information in the public interest and to allow such individuals to bring action in respect of victimisation following such a disclosure.
- 8.20 The service provider shall produce internal guidelines for staff setting out that:
- it is the responsibility of all staff to act on any suspicion or evidence of abuse or neglect and to pass their information to the responsible person/agency
  - whistle blowers will receive support and protection in accordance with the Act
  - staff can contact the GLA or a relevant regulatory body in situations where they have concerns about operations and the service provided.

### **9 Safeguarding and serious incidents**

- 9.1 The service provider shall prepare its own internal guidelines to protect adults, children and young people from abuse. These guidelines must be compatible with all relevant legislation.
- 9.2 These guidelines must be consistent with the GLA's Serious Incidents and Safeguarding Policy and the policies of any local authority or safeguarding partnership in the areas in which it operates.
- 9.3 The service provider shall immediately bring to the attention of the GLA any allegation, complaint or suspicion of abuse by or regarding any

service user, whether the suspected abuser is employed by the service provider or by any other person.

- 9.4 The service provider shall prepare its own internal guidelines and procedures with respect to the handling of serious and untoward incidents that occur within or around the service or relate to staff, service users or any other person associated with the service. These must be compatible with the GLA's Serious Incidents and Safeguarding Policy.
- 9.5 The service provider shall record in writing any serious incident that occurs in the provision of the service and report the incident to the GLA. All serious and untoward incidents are to be reported as soon as practically possible following the event. In the first instance the service provider should telephone or email the GLA within twenty-four hours during weekdays and within forty-eight hours at weekends, using the service provider's own formal procedures.

## **10 Complaints**

- 10.1 The service provider should have a Complaints Policy which is given or explained to service users. The policy should be available to the GLA upon request.
- 10.2 Complaints should be monitored and regularly reported to the organisation's governing body. Outcomes from complaints should be included within the report. These reports should be available to the GLA upon request.
- 10.3 Complaints should be monitored in such a way that any potential equality issues can be identified.
- 10.4 Service users should be supported in their decision to make a complaint, with an alternative staff member provided if appropriate.
- 10.5 The provider must adhere to the GLA's Safeguarding policies and procedures and every complaint should be assessed against these.

## **11 Service user involvement and consultation**

- 11.1 It is expected that service users' needs and views should be at the centre of service delivery and development.
- 11.2 Service Users must be given the following information:
- general health and safety, including emergency procedures
  - how to make a complaint
  - details of the protection of vulnerable adults policy and how to report any abuse, either received or viewed
  - details of the equal opportunities and diversity policy, including requirements on the way they treat others, as well as their rights

- a copy of their support plan, needs and risk assessments.
- 11.3 Service providers must assist those who require language translation or alternative methods of communication to receive these.
- 11.4 The service provider will need to demonstrate how they will encourage and support service users to be involved in the decision making processes regarding the support service they receive.
- 11.5 Service users should be involved in all appropriate decisions that are made about their support.
- 11.6 The service provider should be committed to moving to a service model where service users are involved in decisions about staffing, management and governance, for example involvement in recruitment of staff, reasonable choice of key worker and input to staff appraisals.
- 11.7 Service users should be invited to relevant meetings run by the provider.
- 11.8 The service provider needs to adopt a variety of approaches to user involvement and consultation that may include, but is not limited to:
- Service User produced newsletters;
  - focus groups based around specific purposes;
  - qualitative one to one interviews;
  - telephone feedback; or
  - annual formal Service User satisfaction survey.
- 11.9 The service provider will be committed to producing visible follow-up on ideas and proposals from service user involvement.
- 11.10 However, service users should not be obliged to attend meetings and other events (including social events) organised by the service provider.

## **12 Communications and intellectual property**

- 12.1 The service provider will ensure that the London Street Rescue service is well promoted through-out London, specifically to the following constituent groups:
- rough sleepers,
  - local authorities,
  - businesses,
  - statutory services (eg: police, ambulance)
  - TfL
  - key voluntary sector agencies
  - the general public
- 12.2 The service provider will work with the GLA so that any marketing materials will meet service needs and appropriately advertise the service available, opening times and referral details.

12.3 The GLA will own all intellectual property rights in any documentation created by the service provider. Any third party intellectual property will be owned by the supplier.

### **13 Additional requirements**

13.1 The GLA is interested in working with the service provider on any ideas for developing the service innovatively at no extra costs or within the existing contract price throughout the contract period.

13.2 The service provider may be required to provide the GLA with additional information as requested from time to time. A response should be provided within 24 hours to all requests made from the GLA.

13.3 The service provider is required to work in close partnership with the GLA and be open to new ideas on developing the service throughout the contract period.

### **14 Payments by results**

14.1 10% of the contract value will be paid by results for achieving 80% of new rough sleepers met are taken off the street without spending a second night out. CHAIN will be used to monitor the payment by results element of the service (See Appendix F – CHAIN neutrality statement).

### **Schedule 3 appendices**

Appendix A – Activity Targets and Evidence Requirements
Appendix B– Information Sharing Protocol
Appendix C – Safeguarding and Serious Incidents Policy
Appendix D – Financial Monitoring Statement Template
Appendix E – Staffing Template
Appendix F – CHAIN Neutrality statement

**Note:**

***Appendices B – F provided electronically; CD enclosed with the contract.***

## Appendix A (GLA 80692-03)

### Milestones London Street Rescue

Milestone	Performance Target	Supporting Evidence
700 rough sleepers are moved into short term accommodation each year, of which 520 should be NSNO and 180 other short term accommodation	180 RS (45 RS per quarter) are moved to short term accommodation each year.	Information provided by service provider
	Of which 520 should be NSNO (130 per quarter)	Information provided by service provider
50 rough sleepers are moved into longer term accommodation each year	50 RS are moved into long term accommodation each year. (12.5 per quarter)	Information provided by service provider
Rough sleepers reconnected to home local authority <b>from outside</b> London having a further bedded down contact	95% not seen bedded down again in same quarter.	CHAIN
Rough sleepers reconnected to home local authority <b>from within</b> London having a further bedded down contact	90% not seen bedded down again in same quarter.	CHAIN
Referrals to the service in LSR boroughs who are not new to the street are responded to within 72 hours	Minimum of 90% referrals are responded to within agreed time scale.	Information provided by service provider
Referrals to the service who are new to the street are responded to within 24 hours	Minimum of 90% referrals are responded to within agreed time scale.	Information provided by service provider
100% of RS205 clients in boroughs covered by the service are off the streets (and remain away from the streets) by the end of 2019	100% RS 205 clients in boroughs covered by service are off the streets (and remain away from the streets) by end of 2019.	Information provided by service provider
80% of new rough sleepers met are taken off the street without spending a second night out	>=80%	CHAIN
25% of longer term rough sleepers met in LSR boroughs result in a move off the streets	>=25%	CHAIN

## Quarterly Monitoring

<b>Contract Monitoring</b>	<b>Performance Target</b>	<b>Supporting Evidence</b>
28 shifts to be provided each week, of which the equivalent of 14 should be NSNO specific.	90% (28 shifts to be provided each week.)	Information provided by service provider
Recording of contacts/activity with rough sleepers on CHAIN	100% of street contacts, activity and outcomes recorded on CHAIN	CHAIN
% of rough sleepers worked with have a single service offer recorded on CHAIN	Minimum 90% of RS worked with have a SSO recorded on CHAIN.	CHAIN
T&T regular meetings should operate in 60% of the boroughs in which the service operates (including the airport). 100% of the top 8 boroughs by rough sleeping volume have T&T arrangements in place	These regular meetings should operate within 60% of boroughs that LSR operates on including Heathrow airport.  And 100% of the top 8 boroughs by RS volume have these arrangements in place.	Information provided by service provider
At least one meeting every quarter with NSNO	1 mtg per quarter	Information provided by service provider
Boroughs who choose to count are supported with planning and the provision of counters on the night of the count	100% of boroughs that choose to count are supported with planning and provision of counters on the night of the count.	Information provided by service provider
Boroughs where the service operates are provided with a rough sleeping estimate (and a narrative about how the estimate has been derived)	100% boroughs that we operate on are supported with estimates and narrative about how the estimate has been derived.	Information provided by service provider
Staff are police checked and referenced	100% of staff are checked/referenced	Information provided by service provider
Staff are trained in accordance with the list of areas set out in the specification	100% of staff are trained	Information provided by service provider

## SCHEDULE 4 - CHARGES

### SUMMARY OF ANNUAL COSTS

#### Rough Sleeper Services Commencing April 2016

Lot Ref & Description	Lot 3 - London Street Rescue
Organisation name	Thames Reach Housing Association
Budget Summary	Annual Cost of Service £.pp (excl. VAT)
Staff Costs	£ [REDACTED]
Other Direct Costs	£ [REDACTED]
Central Overheads	£ [REDACTED]
<b>Total Annual Costs (excluding VAT)</b>	<b>£ [REDACTED]</b>

#### Note:

1. 10% of total annual cost above will be Paid by Results £ [REDACTED]
2. Salary figures include Employer's National Insurance, cost of living at 1% and full pension contribution
3. All salaries are at London Living Wage or above
4. Volunteer hours are not included under staffing. There will be 28 shifts per week where a volunteer will accompany a paid worker
5. We have included one day of an ICE worker input per week to support and coordinate Home Office approach
6. Travel costs are based on use of Zipcars. This conforms to our environmental policy and allows full flexibility

## BUDGETARY BREAKDOWN

### Rough Sleeper Services Commencing April 2016

Lot Ref & Description

**Lot 3 - London Street Rescue**

Organisation name

**Thames Reach Housing Association**

#### **A - Staff Costs**

A1. Front-line staffing	£	██████████
A2. Management costs	£	██████████
A3. Training	£	██████████
A4. Recruitment	£	██████████
A5. Travel	£	██████████
A6. Volunteer Expenses	£	██████████
A7. ICE Shifts	£	██████████
<b>Total</b>	£	██████████

#### **B - Other Direct Costs**

B1. Office costs	£	██████████
B2. IT systems	£	██████████
B3. Insurance	£	██████████
B4. Publicity & Marketing	£	██████████
B5. Telephones	£	██████████
<b>Total</b>	£	██████████

#### **C - Central Overheads**

C1. Directorate	£	██████████
C2. Human Resources	£	██████████
C3. Finance	£	██████████
C4. Business Development	£	██████████
<b>Total</b>	£	██████████

SCHEDULE 5 - PROJECT PLAN

London Street Rescue Mobilisation Plan	January				February					March				Service start	April				May					June																	
	4	11	18	25	1	8	15	22	29	7	14	21	28		4	11	18	25	2	9	16	23	30	6	13	20	27														
<b>Contract Award</b>																																									
Convene Strategic Management Group and Operational Management Group Liaison with GLA commissioners, agreeing set up & review of mobilisation plan																																									
Finalise contract negotiations, funding and requirements, and future monitoring of targets																																									
Agree communication strategy with GLA																																									
Weekly review of mobilisation plan, priorities and actions for day 1																																									
<b>1. Staffing</b>																																									
Confirm staffing structure, skills matching and roles																																									
Final staff transfer																																									

list agreed

Recruit new staff as necessary (and contingency) and volunteers/peer mentors, completing vetting and referencing

Review number and ratio of former-clients into service workforce (staff and volunteers) & agree recruitment strategy, as necessary

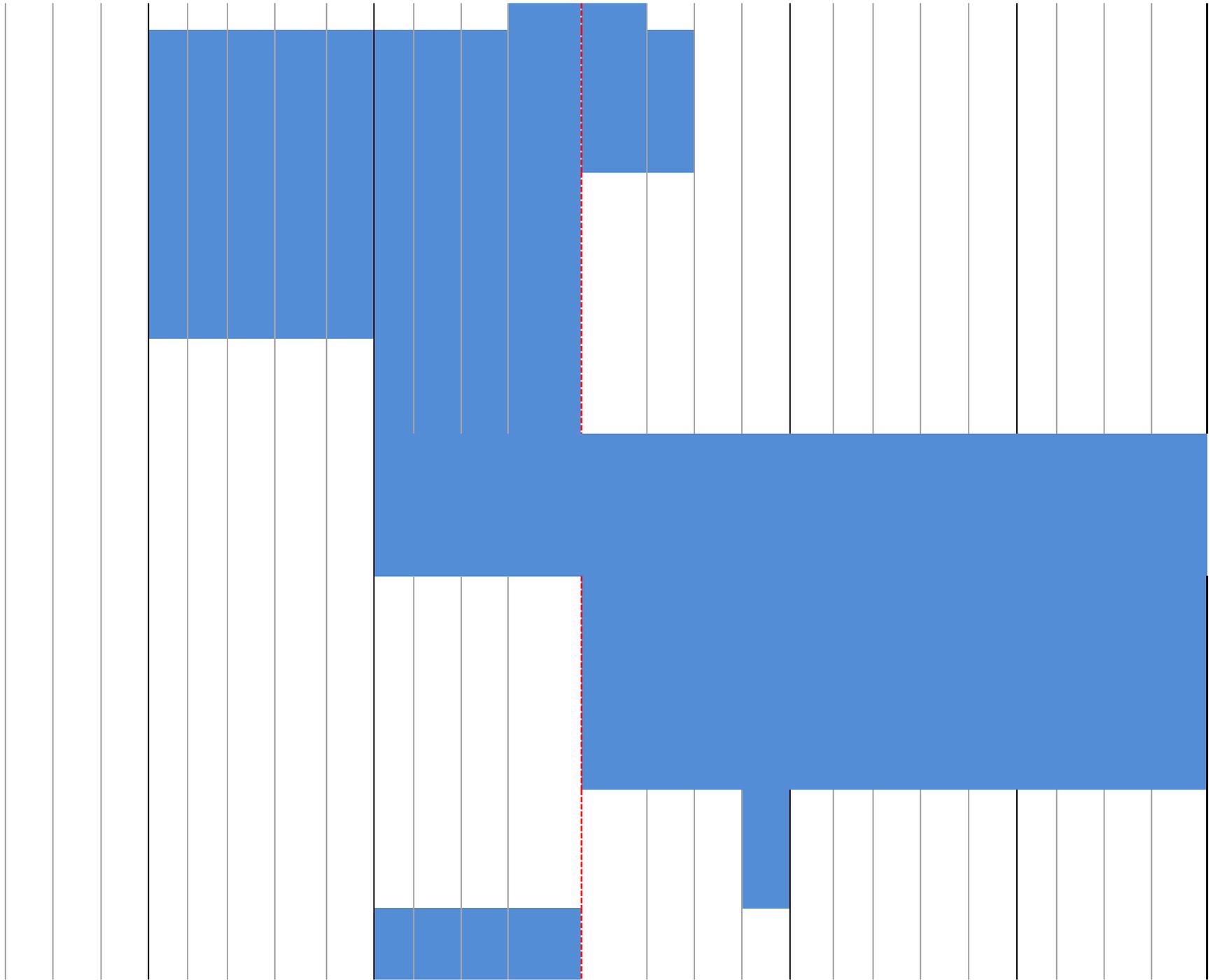
Audit and refresh internal register of language speakers in Thames Reach

Commence induction for staff and volunteers, including Organisational Induction Day, & new service model

Identify staff training needs in line with new service model, eg. Case Work Management and use of data systems, InForm & CHAIN, & design staff training plan

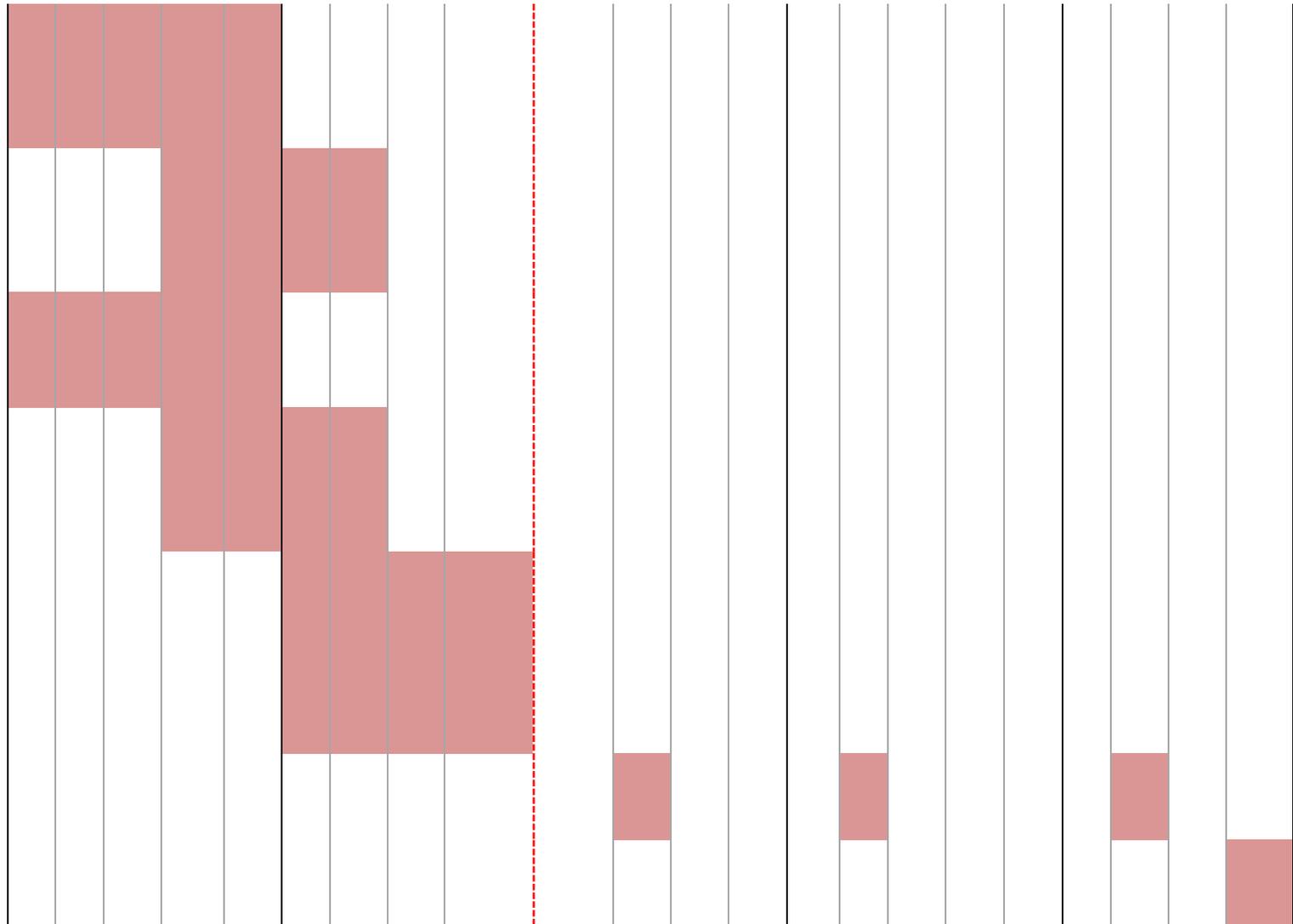
Undertake service specific training for whole team eg. Development day and work planning

Outline duty system and develop and implement team





Agree referral arrangements with NSNO hubs and borough assessment bed spaces  
 Meet with faith-based organisations and day centres to further establish partnership working arrangements  
 Review/emphasise relationship with housing providers & agree regular meetings  
 Contact and agree detail of formal arrangement with Immigration Control and Enforcement  
 Agree SLAs, including information sharing agreements, with key partner agencies, including management of risk, safety and communication  
 Attend & participate in local authority and partnership meetings  
 Complete 1st Stakeholder Survey & e-newsletter

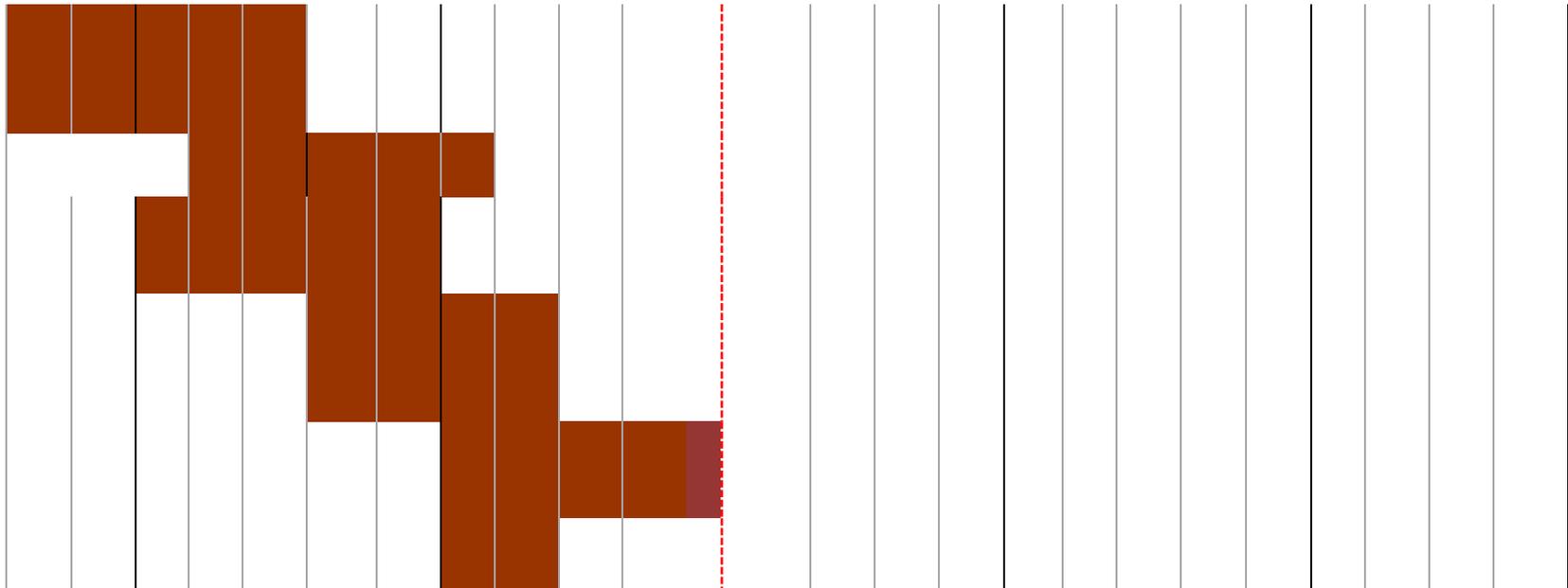


**4. Systems & Infrastructure**

Set up main staff base in Spectrum Centre, Camden  
 Set up 'Access Points' in Thames Reach sites across London

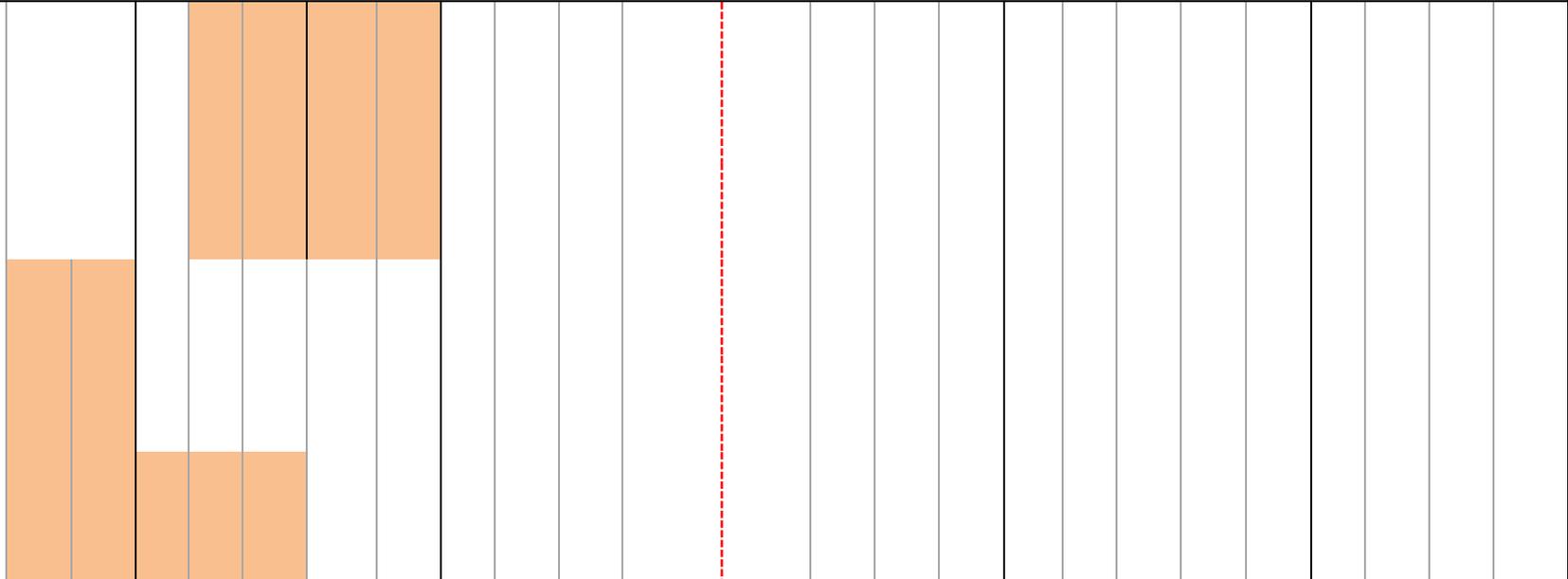


Review IT & telephone systems, install additional where necessary  
 Set up referral phone line  
 Review recording, monitoring and reporting systems  
 Agree staffing rotas (outreach shifts, duty, flexible working, on-call and out-of-hours)  
 Set up access and training on CHAIN for staff team  
 Review service specific policies and procedures



**5. Communication and publicity (ref. to Communication Strategy)**

Review and update London Street Rescue website and develop strategy to increase traffic  
 Add online referral form to London Street Rescue Website  
 Create dedicated referral email for London Street Rescue  
 Publicise Referral line to all relevant boroughs and partners  
 Develop and agree branded promotional materials for members of the public and



<p>distribute across boroughs</p> <p>Contact referral agencies and housing providers, including local community groups</p> <p>Initiate regular internal &amp; stakeholder briefings</p> <p>Identify and attend appropriate external meetings, to publicise and inform of change</p> <p>Develop service literature for agencies and partners</p>	
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**6. Risk Management/Health and Safety**

<p>Risk assess hazardous activities, eg. working in remote areas, &amp; develop situational risk assessments in response and in line with Lone Working Policy</p> <p>Review and implement Thames Reach H&amp;S procedures</p> <p>Conduct/review risk assessments for all newly referred service users</p> <p>Review Risk Log on a quarterly basis</p>	
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SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

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 CONTRACT (AVC)**

Pursuant to Clause 31 of the Contract, 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 Procurement Manager 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	•

..... (print name)  
 For the Authority (signed)

• ACCEPTANCE BY THE SERVICE PROVIDER	•
• • • • Date	• • • • Signed •

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

NOT APPLICABLE

## **SCHEDULE 8 – RE-TENDER COOPERATION**

The Service Provider's obligations to cooperate at the re-tender stage are set out in the specification and within Schedule 2 clause A21 in relation to transfer of employees.