



[SUBJECT TO CONTRACT]

Contract Reference Number: GLA 80759

Date:

Contract for Services

between

GLA

and

All Clean Services Limited

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	3
2.	COMMENCEMENT AND DURATION	9
3.	THE SERVICES	10
4.	CHARGES	11
5.	PAYMENT PROCEDURES AND APPROVALS	11
6.	WARRANTIES AND OBLIGATIONS	13
7.	OPERATIONAL MANAGEMENT	14
8.	SERVICE PROVIDER'S PERSONNEL	14
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	15
10.	CONFLICT OF INTEREST	17
11.	ACCESS TO PREMISES AND ASSETS	17
12.	COMPLIANCE WITH POLICIES AND LAW	18
13.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	26
14.	EQUIPMENT	26
15.	QUALITY AND BEST VALUE	26
16.	RECORDS, AUDIT AND INSPECTION	27
17.	SET-OFF	27
18.	INDEMNITY	28
19.	INSURANCE	28
20.	THE AUTHORITY'S DATA	29
21.	INTELLECTUAL PROPERTY RIGHTS	29
22.	PRIVACY AND DATA PROTECTION	30
23.	CONFIDENTIALITY AND ANNOUNCEMENTS	30
24.	FREEDOM OF INFORMATION AND TRANSPARENCY	31
25.	DISPUTE RESOLUTION	32
26.	BREACH AND TERMINATION OF CONTRACT	33
27.	CONSEQUENCES OF TERMINATION OR EXPIRY	35
28.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	36
29.	SURVIVAL	38
30.	RIGHTS OF THIRD PARTIES	38
31.	CONTRACT VARIATION	38
32.	NOVATION	38
33.	NON-WAIVER OF RIGHTS	39
34.	ILLEGALITY AND SEVERABILITY	39
35.	NOTICES	39
36.	ENTIRE AGREEMENT	39
37.	COUNTERPARTS	40
38.	RELATIONSHIP OF THE PARTIES	40

39.	FURTHER ASSURANCE	40
40.	GOVERNING LAW	40
	SCHEDULE 1 - KEY CONTRACT INFORMATION.....	42
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	45
	SCHEDULE 3 - SPECIFICATION	53
	SCHEDULE 4 – CHARGES	102
	SCHEDULE 5 - PROJECT PLAN.....	107
	SCHEDULE 6 - FORM FOR VARIATION	107
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	ERROR! BOOKMARK NOT DEFINED.
	SCHEDULE 8 – RE-TENDER COOPERATION	ERROR! BOOKMARK NOT DEFINED.

THIS CONTRACT is made the day of 20[]

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Queen's Walk, London SE1 2AA ("**the Contracting Authority**"); and
- (2) All Clean Services Limited, a company registered in England and Wales (Company Registration Number 02984050) whose registered office is at [REDACTED] ("**the Service Provider**").

RECITALS:

- A. The scope of services is to provide high quality window cleaning and ad-hoc fabric maintenance and repairs contract for the premises at City Hall. The services will include the provision of call-off arrangements with the specialist fabric suppliers of the original build as well as internal and external fabric and window cleaning services.
- 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;
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"Authority Group"	shall mean where the Authority is:
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- (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

	<p>“member of the Authority Group” shall refer to TfL or any such subsidiary; and</p> <p>(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;</p>
“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 Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or

	process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Key Personnel”	the Service Provider’s key personnel named in Schedule 1;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Procurement Manager”	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;
“Project Plan”	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;
“Public Procurement Termination Event”	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;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;

“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<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>
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 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 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

- 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 provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. 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.

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to 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).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the 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.
- 8.6 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.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 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.

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 be 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 subcontract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and
 - 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) 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:
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www.fors-online.org.uk;

“Car-derived Vans”

a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Collision Report”

a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle”

a Lorry, a Van or a Car-derived Van;

“Driver”

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;

“DVLA”

Driver and Vehicle Licensing Agency;

“FORS”

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;

“FORS Standard”

the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:

www.fors-online.org.uk;

“Gold Accreditation”

the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk;

“Lorry”

a vehicle with an MAM exceeding 3,500 kilograms;

“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ; and
“Van”	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.
- 25.8 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.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

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 dis-applied 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 Clauses 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 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.

[REDACTED]

[REDACTED]

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: GLA 80759**
- 2. Name of Service Provider: All Clean Services Limited**
- 3. Commencement:**
 - (a) Contract Commencement Date: 14 July 2016**
 - (b) Service Commencement Date: 14 July 2016**
- 4. Duration/Expiry Date: 13 July 2022 with an option to extend for a further 5 years (2+2+1)**
- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

monthly

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



- 7. Time for payment where not 30 days (see Clause 5.4):**

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

Name:



Fax: [REDACTED]

Email: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Email: [REDACTED]

10. Service Provider's Key Personnel:

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

[REDACTED] Notice period in accordance with Clause 26.4 (termination without cause):
90 days

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

For the Service Provider:

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

None

- 14. Training to be provided by the Service Provider in accordance with Clause 8.8:**

None

SCHEDULE 2 - SPECIAL CONDITIONS OF 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):

- A21.7.3 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
- A21.7.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
- A21.7.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
- A21.7.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
- A21.7.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.

A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A21.7** regardless of when such notice takes effect.

A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Clause A21** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to

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

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

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

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

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

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

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

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

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

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

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

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

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

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

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

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

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

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

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

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

A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from

the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

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

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

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

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

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

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

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

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

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

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

failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

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

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

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

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

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

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

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

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

Appendix 1 to Clause A21
Information to be provided in respect of those on the Staff List

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

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

SCHEDULE 3 – SPECIFICATION

Schedule 2 Building Description

Table of Contents

This Schedule contains the following information:

- General (clause 1).
- Building access (clause 2).
- Building fabric and finishes (clause 3).

1. GENERAL

The full postal address of the Premises contained in this Contract is City Hall, The Queen's Walk, London SE1 2AA. City Hall forms the headquarters for the Mayor, London Assembly and associated administrative staff in a Foster & Partners designed office accommodation. The nett lettable area of circa 13,000m² is a leasehold building. The current total building population is circa 700 staff plus visitors.

Note: Information contained in this Schedule is subject to confirmation and is intended as a general guidance only to provisions and requirements.

2. BUILDING ACCESS

2.1 Building entrances

The building's main entrance is located on the north side of the building at ground floor level. Fire escape doors are located on the eastern side of the building at ground floor level. An out of hours entrance is on the east side of the building. At the lower Ground Floor level there is another entry from the 'Scoop' area into the visitors' exhibition area and committee rooms.

2.1.1 Ground floor lobby

Full height glazed walls enclose the ground floor reception area that has a reception desk facing the main entrance doors and provide the key reference point for visitors.

Beyond the reception area, the public circulation route is via wide gentle ramps to either the lower ground floor or up to the public gallery on level 2.

The public areas on the lower ground floor are visible through a central void within the circulation ramp complex.

2.1.2 Lower ground floor lobby

The lower ground floor gives access from the Scoop area in the paved space to the west side of the building. Glazed swing doors and revolving doors provide the entrance at this level, subject to security arrangements. Each door set is provided with door furniture to allow escape from the building.

The public area at lower ground floor incorporates public information displays, exhibition space and Café (open to staff and visitors).

2.1.3 Service route access & Loading Bay

A separate loading bay is located on the lower ground floor (below ground). Access is via the common service route provided within the development and controlled by the landlord.

The loading bay is covered by CCTV surveillance. A fire-rated security screen is provided at the entrances to the loading dock and car park.

There are three bays provided in the loading bay providing full vehicular access and unloading space for one 11m rigid delivery vehicle, one 8m rigid delivery vehicle with space behind as an offloading area and a refuse compactor bay 12.6m long (including space for delivery/collection vehicle).

The car park Schedule of the loading bay provides spaces for:

- 4 car parking bays (for disabled persons);
- 10 motorcycle bays;
- 73 bicycles.

2.2 Fire fighting

Emergency vehicle access to the fire fighting entrance is via Weavers Lane.

The Security Control Room on the ground floor gives control/access for the Fire Service to the building in the event of an emergency via the landlord controlled raised bollards on Weaver's Lane. It accommodates the following equipment and operational functions:

- Security systems equipment control;
- Fire command centre.

2.3 Vertical circulation

Vertical circulation within the building is provided by a combination of staff, public and goods lifts, public/staff circulation ramps, and fire escape staircases located in a central core.

Primary circulation areas within the building facilitate access by disabled persons.

The configuration of the entrance, Chamber, internal atrium and associated circulation ramps is designed to provide a focal point for the building and a means of orientation for both staff and visitors.

The lifts and fire escape staircases are grouped in the central core. The seven-car lift group is configured to separate access and circulation for the public, staff and goods.

2.3.1 Passenger lifts

Six 1250kg, 16 person passenger lifts travelling at 1.6 metres per second are provided for vertical circulation, grouped as follows:

Four staff lifts serve all levels office accommodation from lower ground to level 9. The lifts are arranged as a pair of opposing duplexes entered from a common lift lobby.

A pair of public lifts operate between lower ground, ground, level 2 (the public gallery to the assembly chamber) and level 9 (London's Living Room).

The public lifts are arranged to face one another, located as an extension of the staff lift group. The public lift lobbies on the lower ground floor, levels 2 and 9 are separated from the staff lift lobby by doors.

The lift cars are nominally 1500mm wide, 1750mm deep, and 2400mm high. Landing doors are 1000mm wide by 2100mm high. The lift cars are fitted out with high quality durable finishes designed with disabled usage in mind.

The passenger lift group serving the office accommodation achieve a maximum interval time of 30 seconds with a five minute handling capacity of at least 15% based on a population density of one person per 12m² on floors occupied by staff.

The public lift group transports a group of 200 people from a function in London's Living Room on level 9 to the ground floor in a period of less than 15 minutes. In this maximum demand situation each lift departs at 80% full with an average waiting interval of less than one minute.

2.3.2 Fireman's lifts

Two pressurised fire-fighting shafts serve all floors in the building. Each shaft contains a staircase and fire lift, which also serves as passenger lifts in normal operation (one staff and one public). Access to these lifts is via dual entry doors: one set opening to the passenger lift lobby for use during normal operation; and the other set opening on to the fire fighting shaft.

2.3.3 Goods lift

Dedicated goods lift serves lower ground, 2nd, 3rd to 9th inclusive. This lift is 1500mm wide, 2400mm high and 2750mm clear internal deep, rated at 2000kg capacity and travelling at 1.0 metre per second. Landing doors are 1300mm wide by 2100mm high.

2.4 London's Living Room

Doors leading onto London's Living Room allow access to the roof terrace. Gutters are informed around the perimeter of the dome incorporating a latchway for safe cleaning and maintenance personnel access.

2.5 Facade Access

Facade access systems and equipment are provided to allow cleaning and light routine maintenance of the external and internal elevations, with the exception of those windows accessible externally from cleaner's equipment.

A number of mobile elevating work platforms are provided to enable access to the majority of areas. Abseiling techniques are used in those areas where other forms of equipment or systems are not viable. Diagrams indicating the different systems used to access the internal and external elevations are included in the Reef Report detailed in Schedule 7.

2.5.1 External elevations

A mobile elevating work platform (self-propelled or pedestrian-driven wheel-mounted articulated hydraulic arm machine) are used to access the external facade up to level 9. The machine can be positioned at various locations around the curtilage of the building at ground level strictly within predetermined marked studs on the landlord's limestone paving.

When not in operation the mobile elevating work platform are parked in a secure garage on the estate.

Abseiling techniques are used to access the roof dome areas and lens above level 9. All necessary securing points and restraint systems for securing abseiler's harnesses and equipment are provided.

External access to the roof areas is via a hatch provided from level 9, all necessary ladders and platforms are provided.

The roof and eyelash are covered in Solar PV panels that require cleaning once a year.

2.5.2 Internal elevations

Access equipment is provided for all internal glazed wall elevations that are not accessible from floor level. A portable elevating personnel platform lift is provided to access the following areas inside the building:

- Skirt glazing;

- Level 9 glazing and roof light.

Abseiling techniques are used to access the inside face of the lens glazing and the atrium glazing.

All necessary securing points and restraint systems for securing abseiler's harnesses and equipment is provided.

2.5.3 Office cladding

The external vision panel is openable for cleaning and maintenance of the blinds and ventilated cavity.

2.5.4 Skirt and scoop glazing

The glazing to both the skirt and the scoop is a high performance double glazed system fixed to thermally broken anodised aluminium frames with mullions at approximately 1500mm centres.

The skirt glazing forms the external wall and entrance screen, extending from ground level to the underside of level 2. The wall is inclined at varying angles with mullions positioned around the floor to achieve flat glass panels between the mullions. Fire escape doors located on the southern elevation are manual push bar operated swing doors.

The glazing to the scoop extends from LGF to GF level. The entrance to the building at this level is provided by two sets of glazed swing doors and a revolving door.

3. BUILDING FABRIC & FINISHES

3.1 Cladding Systems

The primary external cladding systems comprises high performance custom designed aluminium and glass assemblies, and include weatherproofing, thermal and acoustic insulation, thermal breaks, vapour barriers, louvers, grilles, vents, doors, flashings all necessary support fixings.

The facade to the office accommodation is a ventilated triple glazed flush cladding system. The internal skin of the system is formed from insulated spandrel elements and a double-glazed high performance vision panel. Blinds are located in the cavity between the internal and external skins of the facade to provide both solar shading and glare control.

A passive shading system is provided to reduce solar gain into the building. The shading characteristics are inherent within the thermal performance specification of the external wall and acts in conjunction with a series of passive devices, such as the building form and wall configuration (i.e. set backs and overhangs, etc).

3.1.1 Office facade

The facade comprises thermally broken anodised aluminium frames spanning floor to floor. Mullions are spaced at 1500mm centres approximately, positioned at varying angles around the floor to provide flat glass panels.

A 1200mm high fixed vision panel in the internal skin is positioned above a flush anodised-aluminium cill, set 900mm off the finished floor level. An openable low level air vent is situated beneath the cill, providing natural ventilation to the office accommodation. The low level vent and the fixed spandrel beneath it are formed from an insulated panel finished in anodised aluminium.

Above the vision panel there are anodised aluminium faced fixed insulation panels extending from the window head to the level of the suspended ceiling. An insulated double glazed opening top light is been provided above the ceiling level. The top light are electrically controlled and serve as air pressure relief vents for the fire stairs and smoke purge vents, as well as providing natural ventilation in normal mode.

Insulated external anodised aluminium soffit panels are provided where there are set backs at floor levels.

The non-vision areas in front of the spandrel panels are finished with a solid frit pattern that fade out to clear glazing as it approaches the central vision panel. The vision panel is a clear toughened glass panel. The panel are top hung with an opening mechanism comprising a pair of gas struts. In the closed position externally accessed budget locks secure the panels

The external vision panel is openable for cleaning and maintenance of the blinds and ventilated cavity. The panel are been top hung with an opening mechanism comprising a pair of gas struts. In the closed position externally accessed budget locks secure the panels.

The aluminium extruded Venetian blinds located in the ventilated cavity are adjustable for glare control, but retracted only for cleaning and maintenance. The cavity is vented via cowls at the head and foot of the external skin of glazing, insect mesh screens protects the air path. The ventilated cavity also provides the air inlet for natural ventilation to the office accommodation via the openable vent located below the vision panel at cill level.

3.1.2 London's Living Room

The dome cladding is two primary elements: a high performance double glazed thermally broken anodised aluminium system similar to the lens glazing; and an insulated anodised aluminium panel system to provide solar shading and a high U-value.

The circular dome insulated panels are provided with joints corresponding with the diagrid setting out of the lens glazing.

Gutters are formed around the perimeter of the dome incorporating a latchway system for safe cleaning and maintenance personnel access.

The external solar shading to level 9 consists of glass/glass solar PV panels fixed onto a steel sub-frame; the extent of the solar PV panels diminishes towards the north of the building.

The terrace roof system comprises reinforced concrete slabs supporting a waterproof membrane laid to falls to rainwater outlets, thermal insulation, precast paving slab ballast, flashings to copings and upstands.

The overall terrace roof system provides an average U-value of $0.30\text{W/m}^2\text{K}$ or better.

A high quality balustrade and handrail that reads as an extension of the external cladding system is provided to roof terraces designed to be accessible by the public or occupants. Elsewhere safety restraint systems are provided where maintenance and cleaning access only is required.

3.2 Glazing

3.2.1 Lens glazing

High performance triangulated double-glazed units form the lens glazing, which are bonded with structural silicone to an anodised aluminium carrier frame.

The carrier frame is connected to a triangulated secondary steelwork sub-frame subdividing the primary diagrid structure. The completed assembly are weather sealed with silicone to provide a flush exterior, with inconspicuous panel-to-panel joints.

At the base of the diagrid a gutter accepts the rainwater run-off from the dome and lens glazing. Surface water drains at the extreme edges of the diagrid remove the water collected.

Shading is incorporated into the glazing units at the top of the lens. Varying density frit are provided on the high performance double-glazed units, becoming denser towards the top of the building.

Anodised aluminium louvres with acoustic soffit panels on the inside face are formed in triangulated facets to provide natural ventilation through the lens glazing.

The mastic sealant around the lens is now 14 years old and has been repaired in the past the mastic requires replacement now and again on the 5th anniversary.

3.2.2 London's Living Room

The glazing system to level 9 comprises high performance double-glazed units fixed to thermally broken anodised aluminium frames with mullions approximately 1500mm centres varying in height from 3000mm to 6000mm.

The wall vertical around the floor Rolled hollow Schedule steel support both the glazing and roof structure.

In certain locations doors are provided in the lower portion of the glazing to allow access to the roof terrace.

3.2.2A Photovoltaic Panels (PV)

The roof and eyelash is covered in a bespoke solar photovoltaic system comprising of glass and glass/glass panels that produce electricity. The whole of the installation is electrically safe where connections are all double insulated and run beneath the solar panels.

3.2.3 Skirt and scoop glazing

The glazing to both the skirt and the scoop is a high performance double glazed system fixed to thermally broken anodised aluminium frames with mullions at approximately 1500mm centres.

The skirt glazing forms the external wall and entrance screen, extending from ground level to the underside of level 2.

The wall is inclined at varying angles with mullions positioned around the floor to achieve flat glass panels between the mullions. The glazing is supported on structural steel rolled hollow Schedules.

The glazed main entrance contains two sets of glazed revolving doors located at the north side of the public entrance to the building, and a pair of glazed swing doors. The glazed staff entrance doors are located on the eastern elevation. Fire escape doors located on the southern elevation are manual push bar operated swing doors.

The glazing to the scoop extends from lower ground and ground floor levels. The entrance to the building at this level is provided by two sets of glazed swing doors and a glazed revolving door. Each door set is provided with door furniture to allow escape from the building.

3.3 Structural steelwork

Steelwork is protected to provide the necessary fire resistance to the structure. Fire engineering design techniques have been employed in the development of fire protection times for structure. A combination of structural fire protection systems is anticipated:

- Intumescent paint (on steelwork with fire times up to 90 minutes);
- Boarding or foil faced mineral fibre;
- Grout filling to circular hollow Schedule columns.

3.4 Walls and partitions

3.4.1 Demountable partition system:

- Metal stud and plasterboard solid partitions to form sidewalls.
- Double-glazed partitions with interstitial blinds to form office fronts.
- Glazed infill make-up pieces for interface at external wall and core perimeter.
- Full height solid core doors with stainless steel ironmongery and door furniture.

3.4.2 Committee rooms

Painted plasterboard drylined partitions. Flush stainless steel skirtings to partition walls (except demountable walls).

Each committee room is provided with lobbied doors on the public entrance and single un-lobbied doors on the private entrance.

Doors are slotted aluminium faced flush solid core with glazed vision panels, floor pivots, acoustic seals and fitted with high quality stainless steel ironmongery and door furniture.

Full height, double glazed partitions including integral blinds and technical head details are provided to the front walls to the committee rooms.

The wall between the largest committee room and adjacent committee room have a full height double skin acoustic sliding partition stored within the wall, including lacquer finished doors and stainless steel ironmongery.

Wall coverings are paint finish and acoustic metal panelling with insulation behind.

3.5 Circulation ramps

The primary circulation ramps from lower ground floor to level 2 are provided with the following finishes:

- Facetted glass balustrades (except where adjacent to vertical walls);
- Bead blasted stainless steel handrails;

- A hard durable floor finish to match the ground floor entrance lobby floor;
- Exposed soffits are painted plasterboard with recessed downlights.

The atrium spiral ramps are provided with the following finishes:

- Facetted glass balustrades;
- High quality stainless steel handrails;
- High quality non-toxic low smoke rubber sheet floor covering;
- Acoustically absorbent soffits with recessed down lights.

3.6 Stairs & lobbies

The staircases within the core are precast concrete with anti-slip nosing. Walls to the staircases and stair lobbies are finished with painted dry lining and painted concrete, with painted metal handrails and balustrades to stairwells.

A painted plasterboard ceiling with flush recessed fluorescent light fittings are provided in the stair lobbies.

3.7 Cleaner's cupboards

The following finishes, fixtures and fittings are provided in the cleaner's cupboards:

- White vitreous china cleaner's sink with hot and cold water taps.
- Painted drylined walls with a ceramic tiled splashback behind the sink.
- Non-toxic plastic sheet flooring and skirting.
- Locally switched bulkhead lighting (ceilings is not provided in the cleaner's cupboards).
- Sundry shelving.

3.8 Chamber

3.8.1 Floor Finishes

Cut pile heat set and fusion bonded medium grade carpet tiles, with PVC/fibre glass backing to maintain dimensional stability, are provided as per the office areas except in the floor of the chamber where a high quality carpet allowing airflow from a raised floor air plenum are provided.

3.8.2 Ceilings

Generally there is no ceiling to the Chamber except where soffits occur below levels 4,6 and 8, these are acoustically absorbent surfaces. A painted plasterboard ceiling and bulkhead are provided in the pressroom at level 1.

3.8.3 Walls & Partitions

Painted plasterboard drylined partitions, curved on plan, are provided.

Glazed doors provide the required acoustic and smoke compartmentation, with high quality stainless steel ironmongery and door furniture are provided.

Acoustic treatment to the Meetings rooms and Chamber are provided. Glazed screens are provided.

3.9 London's Living Room

3.9.1 Raised Floors

A raised floor to accept sheet rubber flooring is provided.

3.9.2 Floor Finishes

Sheet rubber flooring with welded seams to emulate the structural roof grid.

3.9.3 Ceilings

Plasterboard baffle ceiling to the profile of the roof, incorporating a semi-exposed steel structure. Metal panel, material clad, suspended ceiling to the core areas, including the kitchen and bar areas.

SCHEDULE 3 SCOPE OF SERVICES

1. EXTENT OF SERVICE

1.1 Service Definition

The scope of services is generally to provide high quality window cleaning and adhoc fabric maintenance repairs to the Premises as defined within this Schedule 3 of this Contract. Works will include the provision of call off arrangements with the specialist fabric suppliers of the original build as well as internal and external fabric and window cleaning services.

1.2 Comprehensive Cover

If any item of Equipment needs to be replaced or repaired and the cost of replacing or repairing such item of Equipment is up to £1,000, then the replacement or repairing of such item of Equipment shall be within these Scope of Services and the Contractor shall replace or repair the Equipment at no additional cost to the Authority. The Contractor shall immediately inform the Authority Representative when repairs or replacements to any item of Equipment will exceed the £1,000 threshold. All repairs or replacements to any item Equipment above the £1,000 threshold shall be as per Additional Services.

1.3 Service elements

The scope of the Services is split into two areas:

1) *Management Services*

- General administration (clause 2).
- Contract management (clause 3).
- Accounts administration (clause 4).
- Asset management (clause 5).
- Health and safety management (clause 6).
- Environmental management (clause 7).
- Statutory inspections (clause 8).

- Workmanship, materials and stock (clause 9).
- Economies of services and monitoring (clause 10).
- Help Desk (clause 11).
- Security (clause 12).
- Mobilisation (clause 13).
- Additional services management (clause 14).
- Legislation, regulations and standards (clause 15).
- Provision of service (clause 16).
- Facilities to be provided to the Contractor (clause 17).

1.3.2 *Cleaning and Maintenance Services*

The Contractor shall provide the following service provisions in their entirety for the Premises including managerial supervision, maintenance, repairs and/or operational services to the following elements:

- Window, facade and interstitial maintenance/cleaning operations (clause 18).

1.4.1 The Authority has taken all reasonable measures to ensure the information referenced in this Schedule is correct. It is however, the Contractor's responsibility to verify the accuracy of the contents and to report all discrepancies to the Authority Representative during the Mobilisation Period.

2. GENERAL ADMINISTRATION

2.1 General

2.1.1 It is the Contractor's responsibility to inform the Authority Representative of any:

- Additional services or functions that may be required in connection with the Contract and the overall objective of the scope of the Services (to provide high quality window cleaning and adhoc fabric maintenance repairs at the Premises);
- Matter in connection with the Contract that may affect the Services, Premises, occupants, or operation of the building assets/Equipment.

2.1.2 The Contractor shall ensure that a secure, clean and safe environment that conforms with statutory and Authority's standards is maintained at all times in all areas of the Premises being used by the Contractor in connection with the Services.

2.1.3 Contractor's nominated hours

The Contractor shall provide the Services within the business hours nominated for Contractor Personnel (0700 hours to 2000 hours) and shall, where the Contract so requires, provide the Services outside the nominated business hours.

2.2 Contract Management Team

2.2.1 The Contractor shall establish and maintain a contract management team and provide a competent Contractor's Representative (both technically and managerially) to be responsible for the satisfactory execution of the Services. This person is to be conversant with all requirements of the Contract, and must ensure that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Authority Representative. The day-to-day management of the Services will be controlled through the designated Contractor's Representative who shall act as the liaison point between the Authority Representative and the Contractor.

2.2.2 The Contractor must submit relevant professional profiles and curriculum vitae of all proposed Staff prior to their employment on the Premises for the Authority Representative' approval. The Authority reserves the right to interview any prospective Contractor Personnel prior to their acceptance by the Authority Representative.

2.3 Organisation structure

2.3.1 The Contractor shall maintain an organisation chart indicating the Contractor's Personnel allocated to the Services, which shall be kept updated by the Contractor throughout the Contract Period and available for review by the Authority. The Contractor shall maintain a staff register to record details of the Contractor's Personnel, passes issued to them, training and any items of the Authority's equipment or assets issued to the Contractor's Personnel.

2.3.2 The contract management team shall comprise the Key Personnel, the identity of which shall be agreed by the parties as part of the Mobilisation Period programme as referred to in clause 13 of Schedule 3 of this Contract.

2.3.3 The Contractor shall ensure that any Services performed on the premises are subject to on-site supervision at all times to ensure satisfactory performance in accordance with the Contract. Such supervisors must be competent (both technically and managerially) and supplied in sufficient numbers if more than one is required.

2.3.4 The Contractor's Representative or designated deputy is to be contactable 24 hours a day, 7 days a week via an emergency call out number.

2.3.5 The contract management team are required to be self covering for any absence i.e. sickness, annual leave or special leave of absence. In the event of long term sickness (over 28 calendar days) by a member of the Contractor's Personnel, the Contractor must provide a suitable replacement at no extra cost to the Authority and without disruption to the Services.

2.3.6 The Contractor shall supply the necessary resources and equipment to carry out audit inspections on equipment and fabric included as part of the Contract. Such audits shall be undertaken as part of the activities covered by the scope of the Contract.

2.3.7 The Contractor shall provide sufficient Contractor's Personnel notwithstanding holiday or sickness absence to ensure:

- The Premises are operated to achieve beneficial occupancy by the Authority in compliance with its business, legal and statutory obligations;
- Compliance with the requirements of the lease for cleaning the façade, windows and interstitial surfaces
- Maintenance is performed at agreed scheduled intervals including work required to be performed outside of the Contractor's nominated hours (e.g. water chlorination);
- Reactive / call-out work performed to agreed timescales;
- 24-hour service is provided where determined necessary.

- 2.3.8 Staffing levels and the calibre of Contractor's Personnel are the sole responsibility of the Contractor. The Contractor has a duty to match workforce and staffing levels with the contract requirements with any increase in staff levels or calibre being at no additional cost to the Authority.
- 2.3.9 The Contractor's Representative shall ensure that the Authority Representative is informed of all defaults in Service within 2-hours of awareness by the Contractor.
- 2.3.10 The Contractor's Representative (or an Approved deputy) shall walk through the entire Premises and verify service quality at a minimum of once per 24 hours (Monday to Friday).

3. CONTRACT MANAGEMENT

3.1 General

- 3.1.1 The Contractor will monitor all Services set out in the Contract and report all activities through the Contract Review Report.

3.2 Scheduling of work

- 3.2.1 The Contractor shall assess and schedule work to provide the Authority with the most cost effective management, operational and maintenance procedures that meet the Authority's occupancy requirements. This shall include the requirement to assess and provide advice on comparative maintenance regimes best suited to each item of plant, equipment or assembly in line with each item's warranty. The Contractor shall provide the Authority with details of the schedules for Approval and shall review each with the Authority (or a third party appointed by the Authority) annually from Commencement Date.
- 3.2.2 During the Mobilisation Period the Contractor shall produce a suitable programme of planned maintenance works for the approval of the Authority Representative. This programme will be the minimum level of planned activities that the Contractor will carry out to meet the Contract requirements. The Contractor shall regularly review this programme and report at the Contract Review Meeting (as referred to in clause 3.12 of this Schedule 3) any proposed changes or enhancements but shall not put such proposals into effect without the approval of the Authority Representative. Plant isolations for maintenance purposes must not adversely affect the Authority's operational or health and safety requirements.
- 3.2.3 The Contractor shall identify those tasks that have to be undertaken outside normal working hours. This will be of particular relevance to the atrium cleaning.

- 3.2.4 The Contractor's programme will take into consideration reasonable disruption for inclement weather during the access of the external façade of the Premises. Unless stipulated otherwise inclement weather will only include high wind, extreme cold or excessive rain in the reasonable opinion of the Authority Representative. The Contractor's method statements must reflect this. Unless stipulated elsewhere the Contractor shall have included for at least 5 working days of disruption solely as a direct result of inclement weather.
- 3.2.4 The programme stipulated in clause 3.2 of this Schedule 3 shall indicate for each week the number and nature of the planned activities. The Contractor shall carry out the planned activities in accordance with the programme contained in Schedule 5 or such alternative programme as has been approved by the Authority Representative.
- 3.2.5 If for any reason the Contract falls behind the programme of planned activities or the sequence of the operations is materially altered, the Contractor shall prepare a revised programme within the time-scale instructed by the Authority Representative. The revised programme must clearly state how Services and activities will be brought back onto schedule.
- 3.2.6 Acceptance by the Authority Representative of a revised programme of planned activities will not relieve the Contractor of his obligations and liabilities under the Contract.
- 3.2.7 The Contractor must ensure that a competent member of the Contractor's Personnel take responsibility for emergency situations during and outside normal working hours to provide direction and coordination of Services. The Contractor will advise the Authority Representative of any emergency or breakdown situations as soon as they arise.
- 3.2.8 The Contractor shall ensure safe systems of working are employed within the Services to adequately protect all building users.
- 3.2.9 The Contractor shall prepare and maintain all documentation and records that shall include as a minimum a 52 week programme of planned tasks, together with task sheets detailing the method to be used. The documentation shall include:
- Job sheets detailing the inspection and maintenance required for the various intervals of service;
 - Documentation indicating all works carried out;
 - Sufficient information for independent analysis and audit;
 - Quality control and assurance documentation.

3.3 Planned Activities

Planned activities are taken from Contractor's programme of works as agreed by the Authority Representative. The following tolerances will be accepted by the Authority Representative for completing planned tasks. Completion of

tasks outside of these defined tolerance rates, without justification from the Contractor, will result in failure to meet the requirements of the Contract.

The tolerance figure is the number of calendar days beyond the expected due date where completion of the task is acceptable.

Frequency of task	Tolerance
Daily	No tolerance
Weekly	2 calendar day
Monthly	7 calendar days
Quarterly	14 calendar days
Bi-annual	28 calendar days
Annual	42 calendar days

Responsibility and liability for any detrimental effect to the Equipment either directly or otherwise as a result of the Contractor's failure to meet the required frequency of maintenance activities shall be borne by the Contractor.

3.4 Maintenance general items

- 3.4.1 The Contractor shall ensure that Services are undertaken in a safe, economic and reliable condition and operating to the full design and performance parameters as originally installed including any enhancements/additions.
- 3.4.2 Routine testing of Equipment and systems including the testing after routine maintenance or call-out is to be carried out by the Contractor prior to re-instatement of any Equipment back into service. Testing shall also ensure that the specific performance regime (as detailed in Schedule 4 of this Contract) is achieved.
- 3.4.3 The Contractor shall ensure that all areas under their direct control are kept clean, tidy and in a condition acceptable to the Authority Representative. All areas under the direct control of the Contractor are to be kept secure to prevent unauthorised entry wherever possible.

3.5 Time is of the essence

The Contractor shall undertake all work on the basis that **time is of the essence** and any delays must be Notified to the Authority before expiry of the due time for completion of the task. Notification shall include full explanation of how the Contractor shall ameliorate delay or ameliorate the effect of delay. In the case of any planned health and safety work that affects the safe use of the building or the safety of any occupant, then delay in completion of the task shall require the building (or affected area) to be vacated until the work is

complete. In such occurrences the Contractor shall be liable for any loss of beneficial occupancy by the Authority.

3.6 Expert knowledge

The Contractor shall ensure that the Services are undertaken to the required professional quality and to a standard not less than the applicable British Standards (BS), European Standard (CEN), International Standard (ISO) or equivalent. Where specific competence is a legal requirement (e.g. IRATA for industrial rope access) the Contractor shall confirm qualification of the individual person employed to undertake the work.

3.7 Supervision

The Contractor shall manage and supervise all Contractor's Personnel, Sub-contractors and suppliers throughout the Contract Period, and shall be responsible for performance of the Services. If the Contractor shall require additional Contractor's Personnel to manage and supervise Sub-contracts such Contractor's Personnel shall not be charged to the Authority.

3.8 Supply of Staff & tools

The Contractor shall supply a sufficient number of competent Contractor's Personnel to fulfil the requirements of the Contract. If the Contractor shall fail to provide sufficient Contractor's Personnel to fulfil the requirements of the Contract the Authority may obtain the Services (or any part thereof) from an alternative supply and charge the Contractor for all costs incurred. The Contractor shall supply tools required by Contractor's Personnel for the proper execution of the Service.

3.9 Provision of information

The Contractor shall at its own expense and without delay give to the Authority such information relating to the Contractor, sub-contractors, suppliers, visitors and activities under the Contract as the Authority may reasonably require.

3.10 Annual plans and budgets

The Contractor shall provide financial and resource information to enable the Authority to prepare its annual operating plans and budgets. The Contractor shall when Notified comply with the requirements of any operating plans and budgets.

3.11 Contract Review Report

- 3.11.1 The Contractor shall prepare and submit to the Authority Representative, one paper copy and one electronic copy of the monthly Contract Review Report at least five days prior to each Contract Review Meeting.

3.11.2 The Contract Review Report shall contain a summary of the progress made since the last report, significant achievements, difficulties etc, in respect of the Contract, and be supported by detailed and substantiated information in the following areas as a minimum:

- KPI Matrix – as agreed with the Client Representative
- Operatives attendance records;
- Recommendations;
- Health and safety;
- Environmental management;
- Performance of Services;
- Faults and call-outs;
- Response times to reactive calls;
- Finance;
- Outstanding information.

3.11.3 In addition, the Contractor shall provide regular feedback to the Authority in relation to the general provision of the Services. The frequency of such feedback reporting will be as a minimum the following:

Measurement	Interval
Unscheduled equipment downtime affecting Beneficial Occupancy (including health and safety regulated items)	Daily
Unscheduled equipment/plant downtime not affecting Beneficial Occupancy	Weekly
Non-compliance with other statutory requirements	Weekly
Unscheduled repairs	Weekly
Failure to respond to call-outs within time limits defined in schedule of responses*	Monthly
Spend against agreed budget*	Monthly
Frequency of quality complaints*	Monthly
Unscheduled includes downtime that exceeds prior agreed duration for completion of the Services.	
* Reportable at monthly intervals to the Authority	

3.11.4 The Contract Review Report shall provide all relevant factual information to keep the Authority Representative fully informed of progress of the Contract.

3.11.5 The requirement for the contents and format of the Contract Review Report may be amended as required by the Authority Representative from time to time.

3.12 Contract Review Meetings

3.12.1 Contract Review Meetings shall be held at monthly intervals or at such other times as may be deemed necessary by the Authority Representative.

- 3.12.2 The Contractor is required to provide and maintain a high level of communication with the Authority Representative to ensure he/she is aware of all issues (or potential issues) at all times.
- 3.12.3 The Authority Representative shall chair all Contract Review Meetings and shall appoint a person to be responsible for keeping an accurate minute of the meetings.
- 3.12.4 The Authority Representative shall have the right to instruct the Contractor to arrange for the attendance of a Sub-contractor at Contract Review Meetings. The Contractor shall use his best endeavours to comply with such an instruction.
- 3.12.5 The Contractor shall hold regular, recorded meetings with its Sub-contractors and other specialist suppliers to ensure the items covered at Contract Review Meetings are adequately conveyed to the Sub-contractors. The Contractor shall keep the Authority Representative advised in advance of the dates and venues of any meeting with Sub-contractors. The Authority Representative may attend such meetings without the prior consent of the Contractor. The Authority Representative may require from time to time copies of any minutes taken at the meeting whether he/she attends or not.
- 3.12.6 The Contract Review Meetings shall review all aspects of the Contract including, but not limited to the following:
- Accuracy of minutes from previous meetings;
 - Staffing and human resources;
 - Health, safety and environment;
 - Performance;
 - Variations;
 - Technical/commercial clarifications;
 - Finance;
 - Review of outstanding works;
 - Review of forthcoming planned works.
- 3.12.7 The Contractor shall attend all other meetings deemed necessary by the Authority Representative at times and places to be determined by the Authority Representative.

3.13 Document Control

- 3.13.1 The Contractor shall develop a comprehensive and structured administration system for the Contract, including any sub-contracts, to ensure complete 'transparency' of process and a full audit trail. The Contractor shall be able to demonstrate the structure and content of this administration system at the reasonable request of the Authority Representative.
- 3.13.2 The Contractor shall maintain and make available to the Authority Representative or any relevant party appointed by the Authority comprehensive records and documents relevant to the management and provision of the Services all in compliance with relevant Authority's

procedures. Where no relevant Authority procedures exist but records are required, ie statutory compliance, the Contractor is required to develop, manage and maintain appropriate records. The information required from the Contractor and to be made available to the Authority Representative upon request as a minimum is:

- Inspection records/reports;
- COSHH records;
- Health and safety information and records;
- Technical services records;
- Minor works and project works records;
- Statutory notices;
- Insurance details;
- Resourcing;
- Health and safety file.

3.13.3 All information, decisions and instructions relating to the Contract shall be made and kept in writing. The Authority's recipient for such Contract correspondence shall be the Authority Representative, and the Contractor's recipient shall be the Contractor's Representative.

3.13.4 Correspondence which requires a response relating to a pre-agreed event shall clearly state the relevant event.

3.14 Sub-contracted work

The Contractor shall obtain Approval for any works to be executed by specialist sub-contractors. Where the use of specialist sub-contractors is proposed subsequent to the Commencement Date, the Contractor shall obtain competitive quotations within the Authority's procurement guidelines, and the Approval of the Authority shall be obtained before entering into any sub-contract arrangement.

4. ACCOUNTS ADMINISTRATION

4.1 The Contractor shall provide a financial summary, in a format to be approved by the Authority Representative, every month for inclusion within the Contract Review Report and discussion at the Contract Review Meetings.

4.2 The Contractor shall co-operate fully with the Authority's finance and audit departments on all matters pertaining to the Contract. The Contractor shall provide information and assistance as may be required by the Authority during audits at the timescales set by the auditors.

5. ASSET MANAGEMENT

- 5.1 The Contractor is required to carry out proactive cleaning and maintenance exercise to optimise and extend the economic life expectancy of all Equipment in line with the warranty details of the O&M manuals.
- 5.2 The Contractor shall comply with all applicable manufacturers' maintenance and servicing recommendations where failure to comply with any such recommendation would either cause non-compliance with a statutory duty (by the Contractor or Authority), or invalidate a warranty or guarantee.
- 5.3 The Contractor shall within the first six months following the Commencement Date, and then annually, no later than August of each subsequent year within the Contract period, prepare capital expenditure budgets for all Services and Equipment including but not limited to a 5 year plan containing costs of $\pm 30\%$ accuracy. These budgets shall be in a format to be mutually agreed between the parties and updated on an annual basis. These planning exercises may include long term requirements for capital funding and may be for the periods outside the Contract period. In all cases the Contractor shall provide financial and project information including substantiated justifications as required by the Authority Representative at no additional cost to the Authority. Any works highlighted on the plans including Contractor proposals will not form part of the Contract.
- 5.4 The Contractor shall evaluate each item of Equipment on an annual basis and provide a quantitative assessment of condition and performance. The Contractor shall provide the results of this annual evaluation in substantiated form by amending or creating an Asset Register with clear definitive asset condition codings to a format agreed with the Authority Representative.

6. HEALTH AND SAFETY MANAGEMENT

- 6.1 The Contractor shall ensure that all operating procedures comply with the requirements of health and safety legislation, Health and Safety Executive guidelines, Approved Codes of Practice, British Standards or equivalent, and industry best practices. The Contractor shall comply with the Authority's security procedures for the Premises at all times.
- 6.2 The Contractor shall take all reasonable and practicable steps to comply with the Health and Safety at Work Act 1974, including the following specific requirements:
 - 6.2.1 **Competent person**

The Contractor shall nominate a competent person responsible for ensuring health and safety compliant with applicable legislation.

6.2.2 Safety policy

The Contractor shall provide a written health and safety policy statement appropriate to the Services. This shall be available at all times during the Contract Period to the Authority, Contractor's Personnel, Subcontractors and visitors to the Premises.

6.2.3 Safety Audits

The Contractor shall undertake safety audits appropriate to the Service before the Commencement Date, and during the course of the Contract (at least annually). Audits to include:

- Training;
- Information;
- Equipment;
- Safety procedures.

6.3 The Contractor shall be responsible for initiating, controlling and monitoring safe systems of work, advising the Authority Representative on best practice and ensuring adequate and professional training of its personnel in all matters of health and safety.

6.4 The Contractor shall provide site specific risk assessments, in a format approved by the Authority Representative, for all Services and activities carried out for the requirements of the Contract. The Contractor shall provide copies of their specific assessment of risk for each task and the various inspections required following execution of the Contract to conform with the requirements of the *Management of Health and Safety at Work Regulations*. These must be supplied and agreed with the Authority Representative prior to any commencement of works covered by the assessments.

6.5 The Contractor will provide site specific method statements of their working methods proposed to meet the requirements of the Contract and will work to the method statements at all times. The Contractor's method statements will include as a minimum:

- Health & Safety Executive requirements;
- Landlord requirements especially the protection of the landlord limestone, external to Premises;
- Transportation of the access equipment from its usual parking position to the place of work and its return.
- Determination of the criteria to determine inclement weather and whose decision to call off external works;
- Methods of cleaning and substances used;
- Protection of members of the public (internal and external);
- Protection of the Chamber floor and furniture;
- Protection of fixtures and fittings during internal cleaning;
- Deployment of barriers and signage (internal and external);
- Inclusion of certification of competent persons;

- Specific referencing of anchor points used;
 - Specific reference to Reef report.
- 6.6 The Contractor shall supply detailed data sheets to the Authority Representative for all substances that he intends to use which are controlled by the COSHH regulations. These must be supplied prior to commencement of any works using such substances.
- 6.7 The Contractor will implement the requirements under the COSHH regulations for all activities and services provided. All the relevant information will be provided by the Contractor to the Authority Representative and information stored on site.
- 6.8 The Contractor will fully cooperate and liaise with the Authority Representative and any other parties regarding investigation into incidents in compliance with the Authority's requirements.
- 6.9 The Contractor shall ensure all processes in respect of health and safety are documented and made available for inspection and/or audit at all times. The Contractor shall always complete the Authority's accident book in respect of accidents and reference any such incidents within the Contract review Report.
- 6.10 The Authority reserves the right, if it considers it necessary, to notify or seek the advice of the appropriate enforcing statutory authority where the Authority believes that there is, has been, or will be a breach of the *Health and Safety at Work Act 1974* or any other statutory provisions relating to health and safety.
- 6.11 The Authority reserves the right to stop any works, operations or actions of the Contractor's Personnel if, in reasonable opinion of the Authority Representative, the manner in which these are being undertaken constitutes a risk to the health and safety of any person or property. Moreover, the Authority will not accept responsibility for any loss incurred by the Contractor as a result of any such actions.
- 6.12 Particular care must be exercised when work is carried out in areas where members of the Authority's staff or the general public are likely to be present, especially with regards to sharp tools, open voids, overhead working, hazardous substances and the use of any Access Equipment.
- 6.13 The Contractor shall supply and utilise necessary hazard warning signs, barriers and protective guarding, where appropriate to maintain the safety of the building users, general public and any others.
- 6.14 The Contractor shall ensure that suitable personal protective equipment will be provided to its Contractor's Personnel, including where appropriate training and instruction in their use and operation.

- 6.15 The Contractor shall ensure, and be able to demonstrate that, where appropriate, the Contractor's personnel are fully aware of the requirements of the *Manual Handling Operations Regulations 1992*.
- 6.16 The Contractor shall provide all appropriate protective clothes and equipment (Personal Protective Equipment (PPE) and good practice) as defined by legislation.
- 6.17 The Contractor shall operate an Approved 'Permit-to-Work' system and a 'Restricted Space' controlled access system in accordance with legislation and best industry practices. Only qualified personnel may be allowed to provide Services where a 'Permit to Work' is in operation.

7. ENVIRONMENTAL MANAGEMENT

- 7.1 The Contractor shall fully adhere to the Authority's sustainability policy and any subsequent amendment thereto.
- 7.2 The Contractor shall develop and implement an Approved sustainability management system to ensure the safe removal and disposal of waste materials.
- 7.3 The Contractor must establish and operate an sustainability programme achieving the aims of the Authority's sustainability policy in as far as the Services are concerned.
- 7.4 The Contractor shall adhere to the *Environmental Protection Act 1990* and any subsequent amendments.

8. STATUTORY AND AUTHORITY MANDATORY INSPECTIONS

- 8.1 The Contractor shall ensure Staff attend any statutory inspections or any other inspections initiated by the Authority. In addition, the Contractor shall do all acts necessary to facilitate any such inspections, including but not limited to providing access to Equipment and demonstrating the Equipment.
- 8.2 Testing of Equipment and systems and procedures in relation to the Services, including but not limited to maintenance records for all of the requirements under the Contract, are to be fully documented and stored within the suitable folders at the Premises. This documentation will remain the property of the Authority at all times and must not be removed from the site. Results of inspections and testings are to be reported to the Authority Representative, and detailed within the Contract Review Report.
- 8.3 The Contractor will cooperate with the Authority Representative or appointed inspectors engaged to carry out inspections of the LOLER for the Access Equipment (to be organised and paid for by the Authority) and provide all

necessary attendance when required, review Asset Registers, Asset Condition Reports, and report the results of such inspections and report findings to the Authority Representative.

- 8.4 The Contractor will carry out all associated works to rectify any defective items found during an inspection organised in accordance with clause 8.3 unless specifically excluded by the Authority Representative, and complete the defined works within any specified timescales at no extra cost to the Authority (that is, all work required to rectify any defective items found during an inspection shall be included within the Contract Price).
- 8.5 Following thorough inspections organised in accordance with clause 8.3, any comments or observations which recommends further works to be carried out (as opposed to comments or observations which require mandatory works to be carried out as covered under clause 8.4), shall be fully investigated by the Contractor and a report, together with a programme and estimated costs where applicable, shall be submitted to the Authority Representative for consideration. The Authority may then at its absolute discretion instruct the Contractor to carry out such additional works.
- 8.6 The Contractor shall provide suitable testing of the following Equipment and systems and shall provide documentary evidence of such testing, to the satisfaction of the inspection authority:
- Safety Assessment Federation (SAFed) inspections for the JLG Access Equipment.
 - LOLER and load testing for the entire industrial rope access systems (abseiling), including anchorage points, bars, trolleys and equipment.
 - Torque testing of securing bolts for industrial rope access (abseiling) bars.
 - Load testing of abseiling bars.
 - Testing of the roof latchway system and external abseiling anchorage points.
- 8.7 The Contractor shall ensure Contractor's Personnel attend any statutory inspections or any other inspections initiated by the Authority. In addition, the Contractor shall do all acts necessary to facilitate any such inspections, including but not limited to providing access to Equipment and demonstrating the Equipment.
- 8.8 Testing of Equipment and systems and procedures in relation to the Services, including but not limited to maintenance records for all of the requirements under the Contract, are to be fully documented and stored within the suitable folders at the Premises. This documentation will remain the property of the Authority at all times and must not be removed from the site. Results of inspections and testings are to be reported to the Authority Representative, and detailed within the Contract Review Report.
- 8.9 The Contractor will cooperate with the Authority Representative or appointed inspectors engaged to carry out inspections in relation to the following inspections (to be organised and paid for by the Authority) and provide all

necessary attendance when required and report the results of such inspections and report findings to the Authority Representative.

- 8.10 The Contractor will carry out all associated works to rectify any defective items found during an inspection organised in accordance with clause 8.9 of this Schedule 3 unless specifically excluded by the Authority Representative, and complete the defined works within any specified timescales at no extra cost to the Authority (that is, all work required to rectify any defective items found during an inspection shall be included within the Contract Price).
- 8.11 Following thorough inspections organised in accordance with clause 8.3 of this Schedule 3, any comments or observations which recommends further works to be carried out (as opposed to comments or observations which require mandatory works to be carried out as covered under clause 8.4 of this Schedule 3), shall be fully investigated by the Contractor and a report, together with a programme and estimated costs where applicable, shall be submitted to the Authority Representative for consideration. The Authority may then at its absolute discretion instruct the Contractor to carry out such additional works.
- 8.12 The Contractor shall provide suitable testing of the following Equipment and systems and shall provide documentary evidence of such testing, to the satisfaction of the inspection authority:
- Safety Assessment Federation (SAFed) inspections for the Access Equipment.
 - LOLER/PUWER inspections for the abseiling Equipment/equipment, fixings.
 - LOLER/PUWER inspections for all the abseiling bars throughout the Premises.
 - Torque testing of all fixings of Equipment/equipment associated with the abseiling bars throughout the Premises.
- 8.13 All inspections of lifts whether organised directly by the Authority or those undertaken by the Contractor will be scheduled for out of hours, ie 1800 to 0800 hours Monday to Friday or over the weekend, with prior approval of the Authority Representative.
- 8.14 Certificates resulting from any inspections undertaken by the Contractor are to be presented to the Authority Representative at the next Contract Review Meeting.

9. WORKMANSHIP, MATERIALS AND STOCK

- 9.1 The Contractor is responsible for ensuring that it holds sufficient stock of materials, spare parts, components, replacement equipment, consumable materials, tools, specialist equipment and temporary plant necessary to ensure the Equipment is maintained to meet the requirements of the Contract.

- 9.2 All materials and equipment selected, bought and held in stock shall be fully detailed on an inventory listing describing not only its technical information but the location of storage. At all times these items remain the property of the Authority and the inventory shall be updated and presented to the Authority Representative at each and every Contract Review Meeting. Such items must be clearly labelled as 'Property of the Greater London Authority' at all times.
- 9.3 The Contractor shall be responsible for the correct storage, maintenance and other costs of holding stock items. The Contractor shall be responsible for the security and insurance against loss of the stock items until they are installed.
- 9.4 All materials, components and Equipment shall meet or exceed the relevant National/International Standards (BSI, IEE etc.) and be supplied and installed in accordance with the requirements of the appropriate standards and the manufacturers installation instructions and guidelines.
- 9.5 Materials supplied or installed by the Contractor which in the reasonable opinion of the Authority Representative do not meet the requirements of the Contract shall be removed and replaced with acceptable materials by the Contractor at no extra cost to the Authority. If the Contractor is unable or unwilling to replace any unsuitable materials then the Authority may arrange their replacement at the Contractor's cost.

9.6 Supply of Materials

All Contractor's Materials shall be of merchantable quality, fit for the intended purpose (as defined under the Trades Description Act, the Sale of Goods Act, or the Sale of Goods & Services Act).

9.7 Guarantees

Any guarantees for Replacement Materials, or any works, shall pass to and be vested in the Authority.

10. ECONOMY OF SERVICES AND MONITORING

- 10.1 The Contractor shall organise their work so as to minimise the cost of any facilities, services and equipment provided free of charge by the Authority. The Contractor shall also ensure the economical usage of any storage space which may be provided free of charge by the Authority.
- 10.2 The Authority reserves the right to undertake from time to time financial and technical audits and the Contractor shall provide the Authority with assistance to achieve this.

11. HELP DESK

- 11.1 The Authority operates a Help Desk that takes calls direct from the Authority's employees or visitors for reactive operational adjustments or building fabric and services maintenance work.
- 11.2 The Authority's helpdesk operates between 0830 and 1800 hours Monday to Thursdays and 08:30 to 17:30 on Fridays except Bank Holidays.
- 11.3 The Help Desk will normally report reactive Faults to the Contractor electronically through the CAFM as appropriate. These faults form a vital part of the performance regime set out in Schedule 4 of this Contract.

The Help Desk shall be the Authority's focal point for asset tracking and reporting by the Contractor as agreed with the Authority Representative.

- 11.4 The Contractor shall have sufficient competent and qualified Contractor's Personnel to respond to emergency and urgent call outs (as defined within Schedule 4 of this Contract) on 7 days a week, 24 hours a day, for all routine call outs reported as Faults. Response to call outs reported as Faults shall be in accordance with the response criteria defined in Schedule 4.

11.5 Authority's Help Desk functionality

The Authority's Help Desk system includes the following functionality:

- Automatic allocation of unique reference that follows job from request to completion, payment and audit;
- Automatic recording of request time, date and operator identification;
- Selection of work type requests from list (categorisations and response criteria to be agreed);
- Automatic allocation of work using analysis of location, work type and Contractor details
- Automatic posting of instructions to Contractor (using e-mail / facsimile / or other approved methods);
- Automatic posting of task confirmation to requester (using e-mail or other approved methods);
- Automatic monitoring of task progress and completion information;
- On-line progress and completion monitoring (format and implementation date to be confirmed by the Authority);
- Automatic posting of task performance exceptions to the Authority (using e-mail or other approved methods).

- 11.6 The Contractor shall fully comply with and respond to all the procedures and requirements of the Authority's Help Desk facility that may undergo enhancements or revisions from time to time.
- 11.7 The Contractor shall maintain a means of receiving information from the Authority's Help Desk facility during the Authority's Help Desk operating hours. The Contractor shall act upon information from the Help Desk as an

instruction from the Authority Representative, and progress works accordingly.

12. SECURITY

- 12.1 The Authority's procedures in regard to security shall be followed at all times.
- 12.2 The Contractor must ensure that particular care is taken by the Contractor's Personnel so as not to compromise the safety, security and comfort of the Authority's staff, visitors or any persons affected by the Services.
- 12.3 The Contractor must take every care for the security of their property and belongings, and will follow any particular instructions given by the Authority concerning locking up. Responsibility for such property shall remain the Contractor's risk.
- 12.4 The Contractor's Personnel will be required to sign in to the Authority upon arrival to the Premises at the security control room and sign out upon leaving.
- 12.5 Contractor's Personnel attending the Premises must on request produce bona fide identification to the Authority. Contractor's Personnel attending the Premises must wear in a conspicuous manner an identity badge issued by the Authority. The Authority's badge must be returned to the Authority if the person ceases to provide any part of the Service.
- 12.6 The contractor and their personnel is mandated to attend the clients ad hoc Security briefing.

13. MOBILISATION

- 13.1 Prior to the appointment of any Sub-contractors the Contractor must submit to the Authority Representative a comprehensive report detailing the results of any tender evaluation work conducted in relation to the appointment of such Sub-contractors. This shall include as a minimum:
 - The documentation and criteria used to obtain any sub-contracted works;
 - Performance against each criteria;
 - Recommendations of any appointment of specialist sub-contractor.

The Authority reserves the right to interview any subcontractor appointed by the Contractor and its personnel to ensure capability with the Contract and the Authority's business ethics and policies.

- 13.2 During the Mobilisation Period, the Contractor shall complete, to a standard acceptable to the Authority Representative, the following activities.

13.2.1 Within one week of the Contract Commencement date as set out in Schedule 5, the Contractor shall produce a detailed implementation

plan identifying the key dates and activities to be carried out within the mobilisation period and attend an implementation meeting with the Authority Representative.

13.2.2 The Contractor shall implement the agreed Mobilisation Period programme which shall include as a minimum:

- Compile a list of information requirements and key dates for provision of the Services. A formal record is to be kept of all information/equipment handed over to the Contractor.
- Compile a detailed contract strategy for the effective provision of Services during the Contract.
- Familiarise themselves with the content and make up of the Premises, including fittings and Equipment installed therein and identify any immediate issues that need to be addressed.
- Prepare a pro-forma Contract Review Report for issue to the Authority Representative for comment and approval.
- Set up the Contractor's office area and put in place suitable procedures.
- Prepare for the approval of the Authority Representative a detailed 52 week work programme for all Premises identifying the Services to be provided.
- The programme shall also include milestone dates, for the production and approval of risk assessments and method statements. The Contractor will not commence any maintenance activities covered by the above risk assessments and method statements until it has received comments from the Authority Representative or his appointed representative.
- Establish the Contract Management Team, advising the Authority Representative when selection of Key Personnel and all other Contractor's Personnel are to take place and providing personnel information relating to candidates for approval by the Authority Representative.
- Finalise any staff transfer arrangements.
- Identify and organise training for the Contract Management Team.
- Provide progress reports as required by the Authority Representative identifying progress against key milestones and issues/problems and their resolution.
- Within the first four weeks following the Commencement Date, the Contractor is to prepare a schedule of any health and safety non-compliance items or situations and present them to the Authority Representative. These will also be reviewed during the risk assessment procedure under the Contract.
- The facilities and services provided by the Authority will only be as stipulated within this Contract and such shall be available from the Commencement Date. No extra services will be made available by the Authority during the Mobilisation Period.

13.3 At the completion of the Mobilisation Period or sooner, the Contractor shall bring to the attention of the Authority Representative any findings from its due

diligence exercise. After the Mobilisation Period has completed the due diligence exercise will also have expired.

14. ADDITIONAL SERVICES

- 14.1 If any Equipment needs to be replaced or repaired (due to a Fault or otherwise) and the cost of replacing or repairing any item of Equipment above the amount stipulated in clause 1.2 of this Schedule 3, then the replacement or repairing of such Equipment shall fall outside these Scope of Services and the provision of such services in addition to any other services that fall outside of these Scope of Services ('the Additional Services') shall be subject to the following provisions of this clause 14 of this Schedule 3.
- 14.2 When the Authority requires Additional Services to be carried out, it may in its absolute discretion Notify the Contractor of its requirements for the Additional Services, including the provision of a specification for the Additional Services, and request that the Contractor provide a quotation for the provision of such Additional Services within 7 days of the receipt of the specification for the Additional Services. On receipt of the quotation by the Authority, the Authority may reject the quotation (in which case the Authority will be free to engage any other third party to carry out the Additional Services) or accept the quotation (in which case the provisions of clause 14.3 of this Schedule 3 shall apply).
- 14.3 When a quotation is accepted by the Authority in accordance with clause 14.2 of this Schedule 3, then the Contractor must complete a work request form for the Additional Services in a format approved by the Authority Representative that shall include the following information as an absolute minimum:
- Unique reference number;
 - Details of the request for the Additional Services;
 - Comprehensive description of the Additional Services requested;
 - Estimated completion date;
 - Relevant supporting documentation; and
 - Agreed price applicable, as per the quotation.

The Contractor shall give a fully documented report, for all Additional Services carried out, at the next subsequent Contract Review Meeting.

15. LEGISLATION, REGULATIONS AND STANDARDS

Without prejudice to any other provision of this Contract:

- 15.1 The Contractor shall ensure that all works, operations and actions carried out pursuant to the Contract and all equipment, plant, machinery and apparatus used shall comply with relevant statutory instruments and regulations and, in particular with, but not limited to, the following:
- Health and Safety at Work Act 1974.
 - Control of Substances Hazardous to Health Regulations.

- Environmental Protection Act 1990
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations.
- The Workplace (Health, Safety and Welfare) Regulations.
- Management of Health and Safety at Work Regulations.
- Personal Protective Equipment Regulations.
- Manual Handling at Work Regulations.
- Provision and Use of Work Equipment Regulations.
- Current British Standards and Codes of Practice.
- Current HSE Guidance Notes and ACOPs.
- GLA policies and procedures
- Noise at Work Regulations 1989.
- Local noise prohibition notices around the Premises.

15.2 The Contractor and its Contractor's Personnel shall, at all times, comply with the emergency procedures in place for the Premises (copies are available to the Contractor on request).

16. PROVISION OF SERVICE

16.1 Principal Requirement

The Contractor shall carry out the Services to maintain the Authority's:

- Business operations.
- Health and safety obligations.
- Obligations to the building landlord.

16.2 Compliance of Service

The Contractor shall provide the Services compliant with:

- Provisions of this Contract.
- Applicable statutory requirements.
- Approved method statements (provided by the Contractor).

and in a manner that:

- Does not cause injury or damage to property.
- Is efficacious, effective and efficient.
- Is in accordance with industry best practice.

16.3 Service definition

The Contractor shall carry out all operational, planned activities, reactive calls and repair works (all forming part of the Services):

- As specifically described within this Contract.
- As may be necessary by Approved or statutory instructions.
- When instructed by the Authority Representative.

16.4 Factors affecting the Service

The Contractor shall have regard for all factors that could affect the execution of the Services including (but not limited to):

- Communications with the Authority, its staff, agents, other contractors and suppliers.
- Access to the Premises.
- Conditions under which the Services shall be carried out.
- The supply of, and conditions affecting, labour and materials.
- The risk of injury or damage to property on or adjacent to the Premises or to the occupiers of such property.

16.5 Availability of Services

The Authority requires that the Premises shall be available at all times. The Contractor shall be required from time-to-time to reschedule operating routines of essential Services in order to comply with the Authority's requirements as instructed by the Authority Representative.

16.6 Authority's operations

The Contractor shall perform the Services taking into account the Authority's operational requirements. The Authority shall Notify the Contractor of any change in operational requirements that affects the Contractor's ability to perform Services normally carried out within nominal hours. Where the Authority provides a minimum of seven days Notice of a change in operational requirements, the Contractor shall perform the Services within the Contract Price. Where Notification is less than 6-days or is absent, the Contractor shall advise the Authority of any additional costs likely to be incurred and obtain Approval before proceeding.

16.7 Business interruption & abortive work

Service delivery shall be planned not to prevent, interfere with or interrupt the Authority's business nor cause abortive work due to Notified Authority business operations.

16.8 End of Service

At the end of the Contract Period the whole of the Premises and Equipment shall be in a condition that, fair wear and tear excepted, is to the reasonable satisfaction of the Authority Representative with regard to:

- The condition at Commencement Date.
- Any subsequent asset investment during the Contract Period.

Fair wear and tear exclusion shall only apply to the Premises and Equipment that have been managed in accordance with manufacturer's recommendations or common trade practice. If Premises and Equipment have not been maintained in an adequate condition then the Contractor shall be responsible for the replacement of affected element(s) at no cost to the Authority.

16.9 Management of drawings, information and records

The Contractor shall maintain documents that describe any parts, materials, adaptations, installations, or modifications that affect plant, equipment or assemblies relevant to the Services.

The Contractor shall maintain the documents in a secure location with an effective retrieval system.

The Contractor shall retain the following documents that shall be available to the Authority Representative upon request:

- Correspondence, purchase orders, invoices;
- Design and manufacturing drawings;
- Technical specifications;
- Test data and certificates of performance including statutory tests and certificates of compliance correctly signed and witnessed by the inspecting body;
- Manufacturers' guarantees or warranties, including copies of any claims;
- Starting up, operating and shutting down instructions;
- Schedules for calibration of equipment and details of settings made at commissioning / completion;
- Procedures for seasonal changeovers;
- Lubrication schedules and list of recommended lubricants;
- A list of normal consumable items and spares, including a spares schedule with current prices and critical lead times;
- Emergency procedures, including telephone numbers for emergency call-out services from manufacturers;
- Full service history including regular inspections and maintenance;
- Statutory compliance history of each system.

16.10 O&M Manuals

The Authority shall provide the Contractor with the original construction project and fit-out project O&M manuals. The Contractor shall update the original project O&M manuals to include any subsequent alterations affecting the building or installed elements.

At the end of the Contract Period the Contractor shall hand the O&M manuals to the Authority a minimum of one week and maximum of one month before expiry of the Contract Period (or any extension thereto), and in a complete and current condition.

16.11 Out of hours working

The Contractor shall perform, within the Contract Price, certain parts of the Services outside of the Authority's normal working hours. These Services are where work would cause a breach of health and safety regulations or excessive disruption.

The Contractor shall not be prevented from working outside the Authority's normal hours if the Contractor wishes to perform a part of the Services at such times, provided prior Approval is obtained.

The Contractor shall provide any necessary supervisory support to out-of-hours working including, but not limited to, additional security.

17. FACILITIES TO BE SUPPLIED TO THE CONTRACTOR

17.1 Site Provision issued by the Authority

The following will be made available to the Contractor. Any misuse by the Contractor may result in their withdrawal. The Contractor will then be responsible for providing its own alternative facilities at their own expense.

- Limited storage space for materials.
- Use of the O&M manual for reference purposes.
- One Schmidlin blind tool for the lowering of the curtain wall blinds.
- Abseiling bar trolleys.
- Ten off (10) blip bolts for weaving onto the Diagrid during the internal atrium clean.
- Roof access ladder for enabling access onto the roof area for subsequent connection onto the latchway system to enable access to the industrial rope access points on the roof area.

17.2 Use of Premises by Contractor

The Contractor shall not use any part of the Premises for any purpose other than for carrying out the Services. The use of televisions, personal radios or cassette players, etc. is not permitted within the Premises.

17.3 Smoking/Non-Smoking

Smoking is not allowed anywhere on the Premises.

17.4 Contractor's Guests

The Contractor shall not allow Contractor's Personnel to bring guests, family or animals into the Premises.

17.5 Stationery and Computer Consumable Items

The Authority will not provide any stationery or computer consumable items.

17.6 Mobile Telephones, Pagers and Radios

The Authority will not provide mobile phones for use on the Contract. The Contractor must provide their own mobile phones and pagers which should be available for use for 24 hours on every calendar day for emergency call out purposes.

17.7 Personal 2-way radios

The Authority will provide a limited number of two-way personal radios for use by the Contractor at the discretion of the Authority Representative. Additional radios required by the Contractor will be provided by the Contractor on a frequency designated by the Authority Representative.

17.8 Parking

No parking shall be provided by the Authority except for the loading and unloading of delivery vehicles, which must be supervised by the Contractor at all times. Unauthorised vehicle parking is not permitted at the Premises.

17.9 Care of Issued Property

The Contractor shall maintain all items of Issued Property in safe and serviceable condition and shall be responsible for the property except for:

- Loss or damage caused by the negligence or default of the Authority, its servants or agents;
- Fair wear and tear.

Fair wear and tear exclusion shall only apply to Issued Property that has been maintained in accordance with manufacturer's recommendations or common trade practice. If Issued Property has not been maintained in an adequate condition then the Contractor shall be responsible for the replacement of affected Issued Property at no cost to the Authority.

18. WINDOW & FACADE MAINTENANCE/CLEANING

18.1 Responsibility for Service

The contractor is advised the façade is now fully operational any faults revealed during mobilisation will be brought to the attention of the client representative.

The Contractor shall be responsible for the cleaning and maintenance of all external, interstitial and internal windows to the manufacturer's recommendations or, where no such recommendations exist, in accordance with industry best practice, including but not limited to:

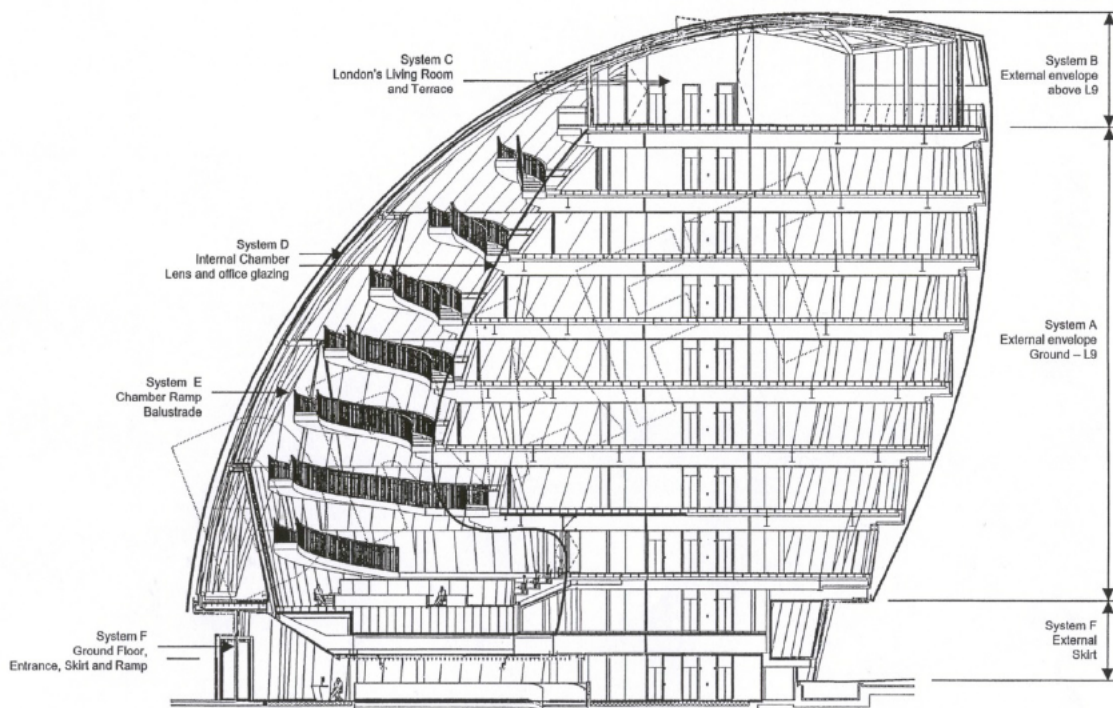
- Fenestration and glazing elements.
- Chamber atrium glazing, black façade, struts and ramp supporting elements.
- Lens and cap fabric and glazing elements.
- Ground/lower ground cascade ceiling including support elements.
- Internal glazed partition elements.
- External fabric glazing, façade general fabric, fenestrations, gas struts, vents/grilles and aluminium louvre blinds.
- Drainage systems – foul, storm water and underground systems.

18.2 Access and intervals for Window/Façade

The Contractor (or its Approved sub-contractor) shall maintain the façade (including grilles)/glazing in accordance with legislation and be cleaned not less than the following intervals:

Aspect/element	System*	Procedure	Interval
External surface of envelope ground to level 9	A	Mobile elevating work platform	Alternate months
Interstitial surfaces of envelope ground to level 9	A	Mobile elevating work platform	6 Months
Aluminium surfaces external and interstitial ground to level 9	A	Mobile elevating work platform	4 months
Roof cap	B	Abseiling	Annually
External surface of envelope above level 9	B	Abseiling	Alternate months
Interstitial surfaces, including window blinds, of envelope above level 9	A	Abseiling	Annually
London's Living Room & terrace soffit	C	Mobile elevating work platform	Alternate months
London's Living Room internal & external vertical glazing (3m & above from terrace surface)	C	Mobile elevating work platform	Each quarter
London's Living Room internal & external vertical glazing (below 3m from terrace surface)	C	Mobile elevating work platform	Alternate weeks
Lens internal glazing (3m & above from ramp surface)	D	Mobile elevating work platform	Annually
Lens internal glazing (below 3m from ramp surface)	D	Mobile elevating work platform	Each month
Internal atrium/office glazing	D	Abseiling	Annually
Internal atrium/lens glazing	D	Abseiling	Annually
Internal partition glazing	N/A	Ladders	Quarterly
Chamber ramp external glazing	E	Hop-up platform & over-balustrade working	Quarterly
Chamber ramp internal glazing	E	None	Alternate months
External glazing to ground floor entrance, lobby & skirt (3m & above from walkway surface)	F	Mobile elevating work platform	Quarterly
External glazing to ground floor entrance, lobby & skirt (from walkway surface to 3m)	F	Mobile elevating work platform	Weekly
Internal glazing to ground floor entrance, lobby & skirt (3m &	F	Mobile elevating work platform	Every 3 months

Aspect/element	System*	Procedure	Interval
above from floor finish surface)			
Internal glazing to ground floor entrance, lobby & skirt (from floor finish surface to 3m)	F	Mobile elevating work platform	Weekly
Ground/lower ground cascade ceiling	F	Mobile elevating work platform	4 months
Lower ground floor Café glazing	N/A	Ladders	Weekly
* Reference is to the classification produced by Reef UK Limited, which forms Schedule 6 of the Contract.			



18.3 Performance standards

The Contractor shall perform the window & fabric services to the following performance standards:

- Window and fabric maintenance activities meet statutory requirements.
- Window and fabric maintenance activities are completed to agreed schedules or timescales.
- Window and fabric cleaning leaves no smears or residual material on glazing, frames, structural elements or furniture and equipment.
- Maintenance activities ensure Premises operates according to design performance, statutory requirements and efficiency levels.
- Maintenance activities ensure Premises elements do not incur unexpected or premature failure or deterioration.
- All records and data are accurate and up-to-date.
- Services are maintained in accordance with O&M requirement, manufacturers instructions whichever is the most onerous.

- Areas are to be cordoned to prevent unauthorised access and to facilitate safe working.
- All records and data are accurate and up-to-date.

18.4 Repairs affecting building occupancy

The Contractor shall Notify to the Authority (at least 48-hours of first awareness) any work that affects or is likely to affect beneficial occupancy. The Contractor shall Notify to the Authority (on first awareness) any works outstanding or not completed to agreed times that affects or is likely to affect beneficial occupancy.

18.5 Consumables

The Contractor shall provide all consumable items required in the Contract. In this context consumable items shall include:

Cleaning Materials	Sealant
Solvents	Greases
Oils	Fuels and temporary power
Rags	Cutting blades
Plastic rubbish sacks	

19. ACCESS EQUIPMENT CONTROL

Without prejudice to clause 8 of this Schedule 3 of the Contract:

The Contractor shall test all Access Equipment including anchorage points, mobile elevating work platforms and any other devices required to be tested by legislation or industry accepted practice either under the PUWER or LOLER Regulations.

The Contractor shall be responsible for ensuring tests are carried out in accordance with regulations and for maintaining currency of certification.

The Contractor shall maintain the access equipment supplied by the Authority which include:

- One off JLG external mobile elevating access platform.

The use of all such equipment will be in accordance with Schedule 6 of this Contract. The Authority reserves the right to offer the usage of this equipment to other suppliers working on the Premises. The Contractor will make such equipment available at the reasonable request of the Authority Representative.

Schedule 4 PERFORMANCE MONITORING AND PAYMENT

This Schedule has the following areas:

- Performance regime (clause 1).
- Performance criteria (clause 2).
- Performance system (clause 3).
- Payment review procedure (clause 4).

1. PERFORMANCE REGIME

- 1.1 The Contractor is required to ensure that the Services are performed in accordance with the Contract and ensure that the Equipment operates in accordance with the Contract for twenty four hours every day.
- 1.2 Without prejudice to the Authority's rights and remedies under the Contract or at law, if either the Services are not performed in accordance with the Contract, there are problems with the fabric or the Equipment does not operate in accordance with the Contract, Authority shall be entitled to report a Fault to the Help Desk, as identified in Schedule 3.
- 1.3 In the event that the Authority, via its Help Desk, is unable to contact the Contractor the Fault shall be deemed to be reported to the Contractor at the time Authority attempted to report it.
- 1.4 The Help Desk will assign a priority response based upon the criteria given below.
- 1.5 The Contractor shall ensure that for all call outs competent Contractor's Personnel are in attendance at the Premises to undertake the repairs to reported Faults necessary to meet the Contract requirements.
- 1.6 **Response Priorities**

The Contractor shall respond to Help Desk requests or unscheduled repairs within the following timescales, and shall be monitored for achievement. These priorities are incorporated within the Authority's CAFM system against standard reactive jobs.

Priority	Incident	Response Times
W1 Loss of Use	Issue not affecting health or safety of occupants but causing a temporary loss of beneficial occupancy.	Investigate within 1 hour. Restore, or provide temporary alternative facilities within 4 hours. Notify the Authority within 1 working day of investigation.

W2 Standard	Issue affecting the Service but not affecting health, safety or beneficial occupancy.	Investigate within 1 hour. Repair or reinstate Service within 1 working day. Notify the Authority within 1 working day of investigation.
W3 Ad Serv	Additional request from the Authority.	Investigate respond to Authority Representative within 5 working days.

1.7 Response Criteria

For clarification the response time shall mean:

- Time taken for initial attendance to the problem and effecting immediate repairs where required to bring the system, plant, and equipment back into temporary service, and
- Providing an estimate of time required to effect long-term repair to bring the system, plant, and equipment back into full service.

1.8 Priority Application and Examples

The Contractor shall respond to the following conditions according to the priorities defined above in this clause 1.6 of this Schedule as below:

Priority	Condition	Typical Examples
1	Condition that may cause deterioration of building structure or building finishes; or Condition that may affect health or safety.	Non-dangerous structural defects.
2	Condition that does not affect the Authority's operations but affects perception of the Authority.	Minor leaks and seepage

1.9 Exclusions

Faults attributed to the following shall be excluded from inclusion in the measurement of performance detailed below:

- (A) misuse, vandalism or criminal damage unless perpetrated by the Contractor, Sub-contractors, or the Contractor's Personnel with the exception of the provisions under clause 19.8 of Schedule 3; or

(B) a consequence solely of the failure of a utility supply outside the scope of the Contract ie electricity, gas or water.

(C) Consequence of repairs undertaken by the Landlord

1.10 Fault Reporting

The Contractor shall report to the Authority all defaults in Services. Defaults shall be reported to the Authority in accordance with the timings defined in clause 3.11.3 of Schedule 3 of the Contract.

1.11 Reviews

Without prejudice to Schedule 3 of the Contract:

The Authority Representative and Contractor Representative shall be the principal interfaces in the reporting of matters pertaining to the Contract.

The Authority shall periodically review with the Contractor the standards and where necessary shall agree amendments to those standards to ensure the Authority's requirements and statutory obligations are achieved.

The Authority shall review with the Contractor performance of the Contract through regular reporting at report meetings. The frequency and coverage of report meetings shall be sufficient to ensure the Authority has current awareness of all matters pertinent to the Services.

The Authority and the Contractor shall hold regular report meetings to ensure proper review, management and communication of matters pertaining to the Contract. The Contractor and Sub-contractors shall meet as necessary to review and resolve supply performance, financial performance and quality complaints.

The Contractor shall be responsible for the preparing of all information with regard to its performance for the Authority to review at least one working week prior to the designated meeting, usually the Monthly Review Meeting.

2. PERFORMANCE CRITERIA

2.1 Service Level Agreements

Without prejudice to Schedule 3 of the Contract the Service Level Agreements exist between the Authority and its Premises' users will be the stipulated level that shall indicate to the Contractor the requirements and performance levels required of the Services under the Contract. These Service Level Agreements will be updated from time to time by the Authority in line with its operational needs. Any changes that affect the Services shall be reported by the Contractor to the Authority in writing.

The Contractor will be expected to reschedule the works in accordance with the programme of repairs undertaken by the Landlord.

2.1.1 Window and Fabric Cleaning

The building fabric and window cleaning will be provided such that the Premises are cleaned to a high standard to reflect the status of the Authority and the prestige of the building itself.

External window cleaning of the offices is undertaken by specialist lifting platforms, which require the opening of glazed units, the winching down of the blinds to access the inner panes and the cleaning of all surfaces. Personnel using standard window cleaning equipment undertake the internal office glazing.

The Chamber and atrium glazing (internal and externally) is cleaned using industrial rope access (abseiling) techniques. Window and building fabric cleaning, both internal and external glazing, is generally undertaken during the working day.

The frequency of cleaning and maintenance will be in accordance with Schedule 3 of the Contract.

2.1.2 Building Fabric

General faults reporting on the building fabric will be responded to within 4 hours except in emergency situations that may significantly disrupt GLA activities or affect the safety of building users.

2.2 Key Performance Indicators

The Authority shall use Key Performance Indicators (KPIs) to monitor the Contractor's performance relative to Services standards and Contract compliance. The KPIs shall reflect the criticality and cost of Services to the Authority.

3. PERFORMANCE SYSTEM

- 3.1 The performance system shall consist of two elements: Key Performance Indicators (covering contract management, cleaning regime, fabric maintenance and reactive calls); and a payments adjustment to reflect the severity of any under-performance. This performance matrix is detailed in the worked example given below.

3.2 Monthly Assessment

Each month the Authority shall assess the Contractor's performance against the criteria detailed in clause 3.1 and 3.3 of this Schedule 3 and give a rating dependent on achievement of all Key Performance Indicators (KPIs) expected. This performance will be indicated including any adjustments to the monthly invoice. The Contractor shall prepare all KPI Matrices for the Authority Representative to review.

3.3 KPI Matrix in a Worked Example

The following table will be used as the KPI Matrix. The table has been completed with information in order to provide the Contractor with a worked example of the KPI Matrix. The KPI Matrix is available in a spreadsheet format.

Contract Management

Element	Criteria	Score	Sanction
Contract Management	Overall contract management	0	1%
Health, Safety & Environment	Acceptable standards	0	1%
Planned tasks completed	Acceptable standards	0	1%
Reactive Faults	Acceptable standards	0	1%
Access Equipment	Acceptable standards	0	1%
Acceptable performance = score of 1.			
Maximum percentage deduction:			5%

4. PAYMENT REVIEW PROCEDURE

Without prejudice to any other provision of the Contract:

- 4.1 The Contractor shall be paid for Services properly provided in accordance with the Contract.
- 4.2 Each month the Contractor shall invoice the Authority in arrears a combination of 1/12th of the annual Contract Price and separately any variable expenditure items for the preceding month.
- 4.3 The Contractor shall not be entitled to costs where either the Services have not been provided or where performance is below standard and an adjustment has been notified to the Contractor.

- 4.4 The Contract Price set out in Schedule 1 shall only be varied where a Variation has been Notified to the Authority and Approval has been Notified to the Contractor.
- 4.5 The Contractor will prepare, within the Contractor's Monthly Report, the KPI Matrix in respect of the charges for the Services in the preceding calendar month against the managerial information contained in the CAFM system and its own assessment of performance.
- 4.6 The KPI Matrix, submitted by the Contractor, will be clear, concise, accurate, adequately descriptive and in the required format in order to avoid delays in the Authority reviewing the KPI Matrix and subsequent payment.
- 4.7 Failure on the part of the Contractor to submit a clear, concise, accurate and adequately descriptive statement in the required format may lead to delays in processing the KPI Matrix and subsequent payment of Invoices. Any loss or additional expenses incurred by the Contractor in the correction or re-submission of a KPI Matrix or Invoice will be for the Contractor's account.
- 4.8 The Contractor shall provide to the Authority the following information for approval before submission of any invoice:
- The unique job reference if provided by the Help Desk (or pre-allocated reference if service is regular task).
 - The tax point of supply.
 - The time and materials consumed.
 - Costs outside of agreed Schedule of Prices.
 - Whether complete or part progress (if part progress, % completion).
- 4.9 If the Authority Representative is satisfied that the charges claimed by the Contractor on the KPI Matrix have been correctly calculated in accordance with Schedule 4, the Authority Representative will minute this fact at the Monthly Review or formally in writing if no such meeting takes place within 4 weeks following of the subsequent calendar month.
- 4.10 If the Authority Representative considers that the charges claimed by the Contractor in the KPI Matrix have not been correctly calculated in accordance with the provisions of Schedule 4, the Contractor will re-submit the KPI Matrix to the reasonable satisfaction of the Authority Representative.
- 4.11 Upon formal agreement of a KPI Matrix to the reasonable satisfaction of the Authority Representative, the Contractor may raise an invoice for the sum.
- 4.12 Each payment will only become due upon the completion by the Contractor of the KPI Matrix to the reasonable satisfaction of the Authority Representative.
- 4.13 Upon receipt by the Authority of an invoice from the Contractor the final date for payment of that amount will be 30 days after receipt by Authority of the Contractor's invoice provided that the Contractor's Invoice is the same amount as the amount stated on the KPI Matrix agreed with the Authority Representative.

Schedule 5 Contract Programme & Management

1. The Commencement Date is 0001 14 July 2016.
2. The expiration date is 0000 hours on 25 December 2022.
3. The Mobilisation Period will commence on 14th April 2016 and finish on 13th July 2016.
4. The commencement of the Services at the Premises will start from 0001 hours on 14th July 2009.
5. The Authority reserves the right at its option to extend the Contract for an additional period of up to a maximum of 5 years in accordance with the Contract. If the Authority exercises its right to extend the Contract then the Contract Price payable during such extended term shall be determined in accordance with Schedule 1 of this Contract.
6. The Contractor shall prepare and submit to the Authority Representative for approval programmes for the performance of the Services specified in Schedule 3 for the pending twelve months at least 30 days prior to anniversary of the start date every year or when requested from time to time by the Authority Representative.

Within two weeks of the Contractor submitting a programme for acceptance, the Authority Representative will either accept the programme or notify the Contractor of the reason for not accepting it. A reason for not accepting a programme is that:

- Contractor's plans which it shows are not practicable; or
 - It does not show the information which the Contract requires; or
 - It does not represent the Contractor's plans realistically.
7. The Authority Representative may instruct the Contractor to submit revised programmes from time to time for approval. The Contractor must show on each revised programme:
 - The actual progress achieved on each operation and its effect upon the timing of the remaining work;
 - How the Contractor plans to deal with any delays and the correction of notified Faults;
 - Any other changes that the Contractor proposes to make to the accepted programme.

The Contractor must submit a revised programme to the Authority Representative for acceptance within the period for reply after the Authority Representative has instructed it to.

The latest programme accepted by the Authority Representative supersedes previously accepted programmes.

8.

[REDACTED]

[REDACTED]

■

[REDACTED]

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

[REDACTED]

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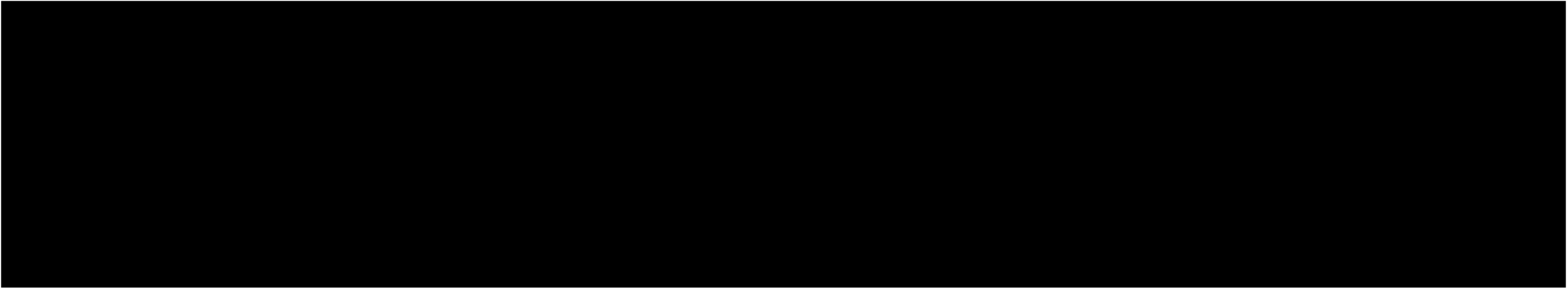
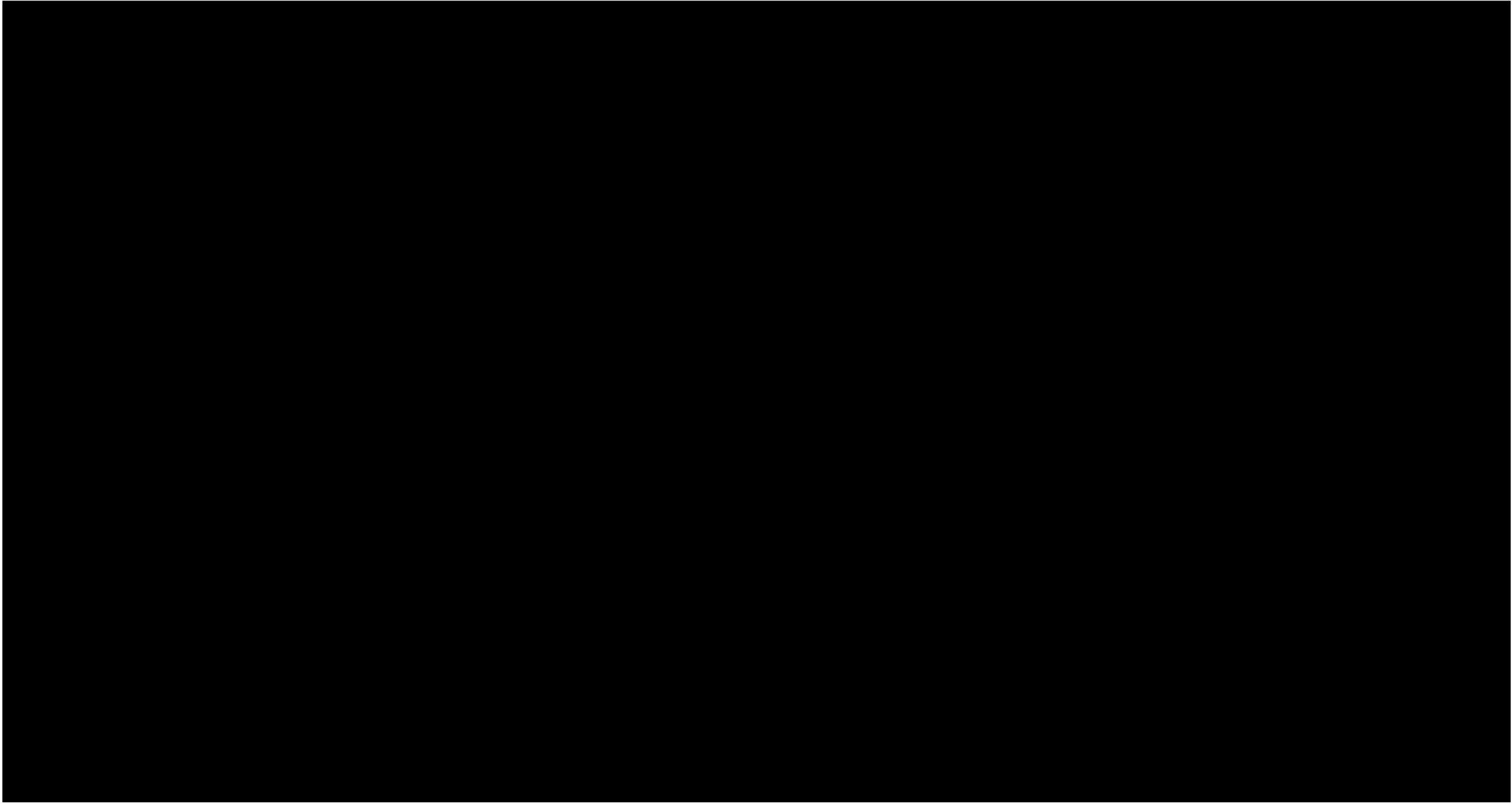
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Schedule 6 REEF REPORT

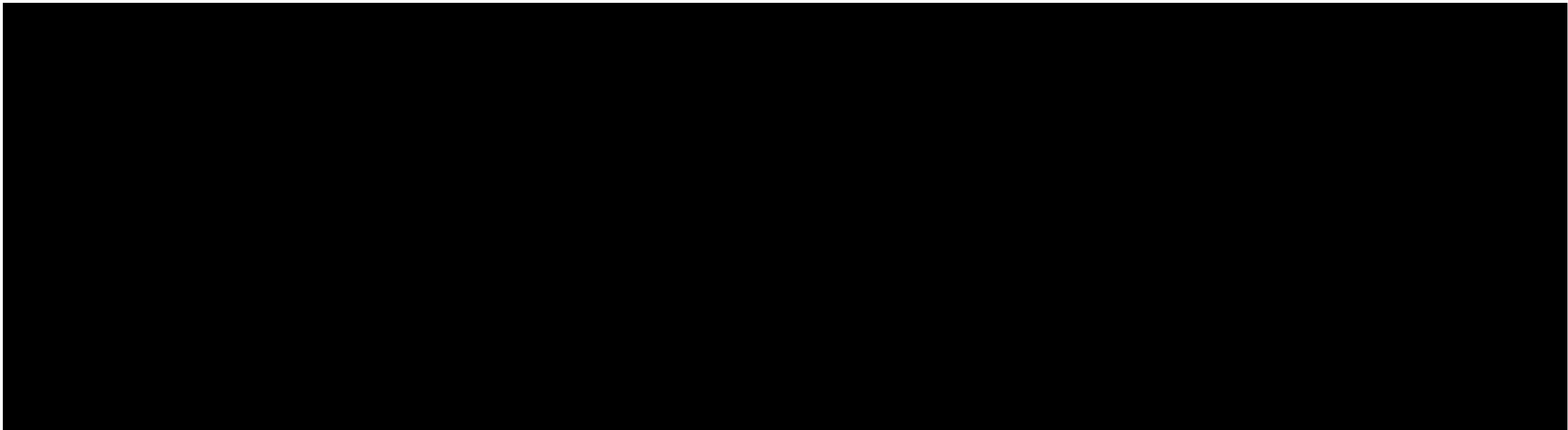
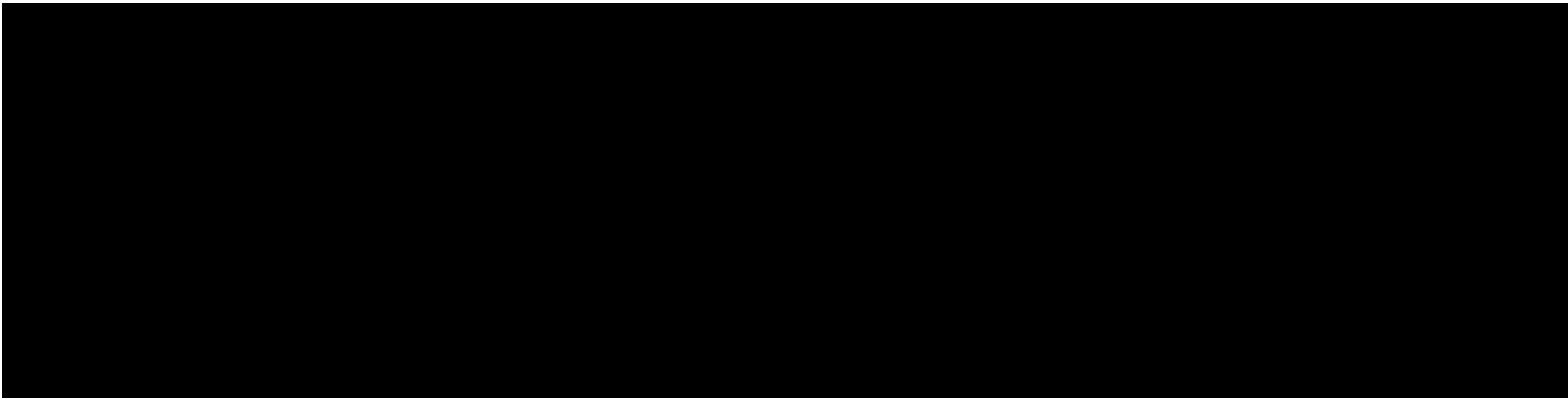
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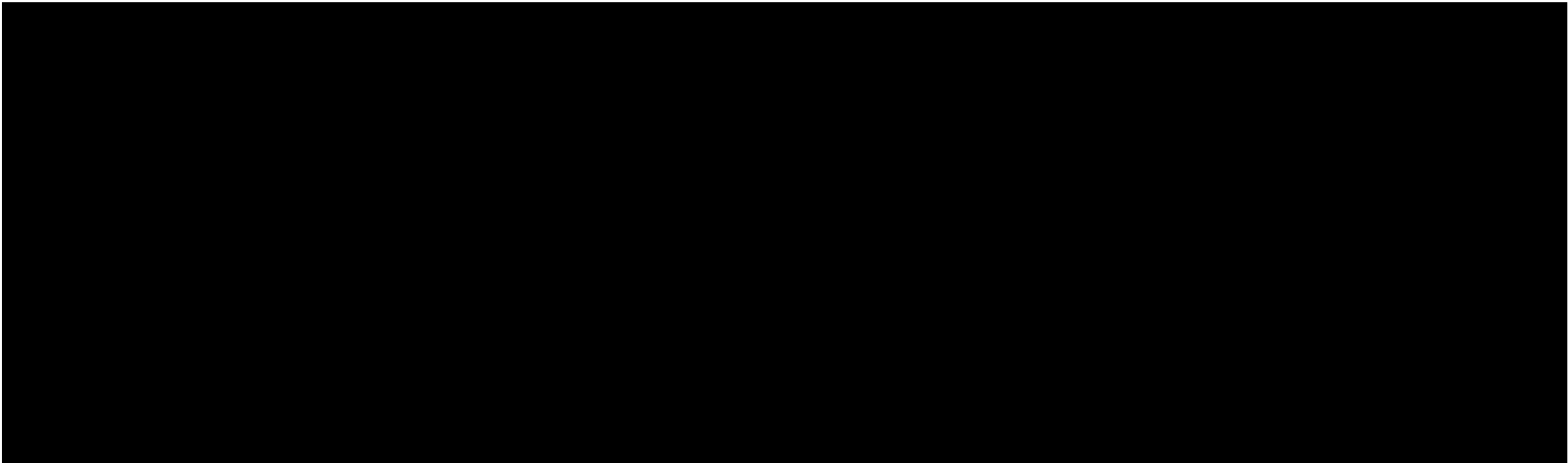
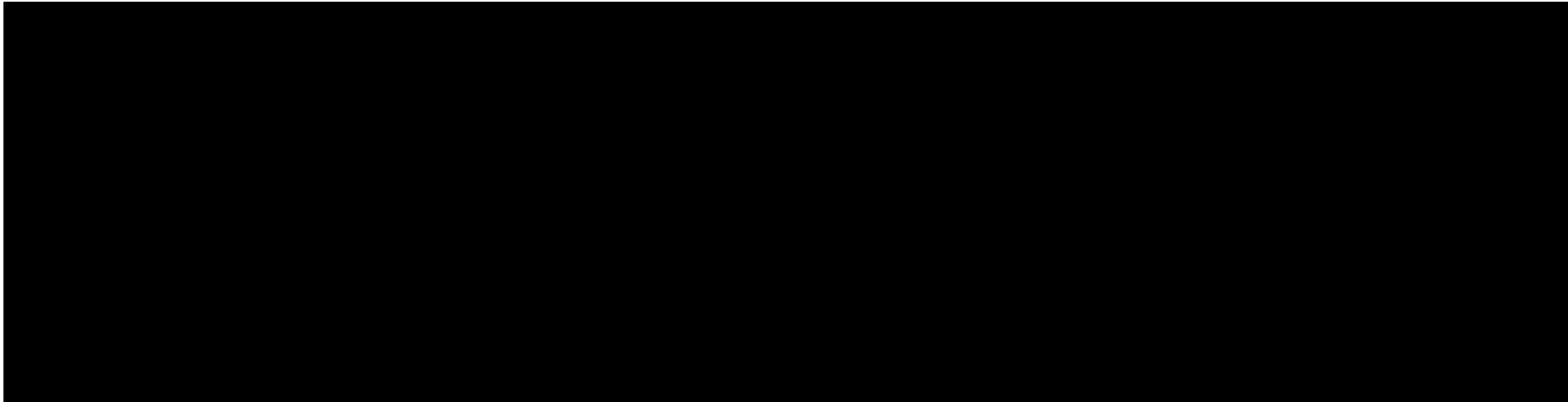


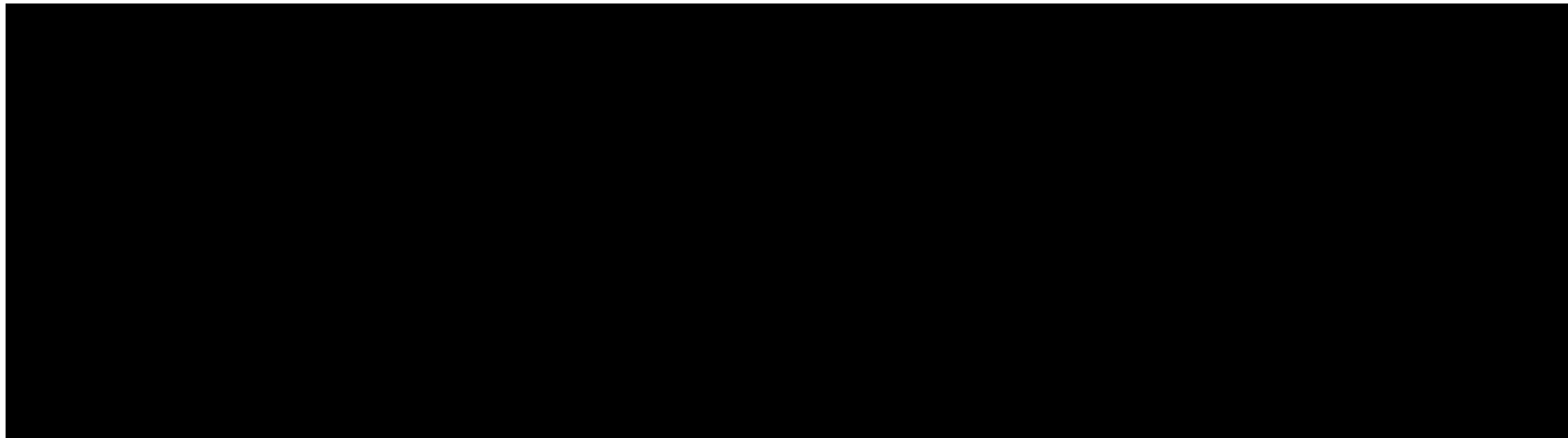
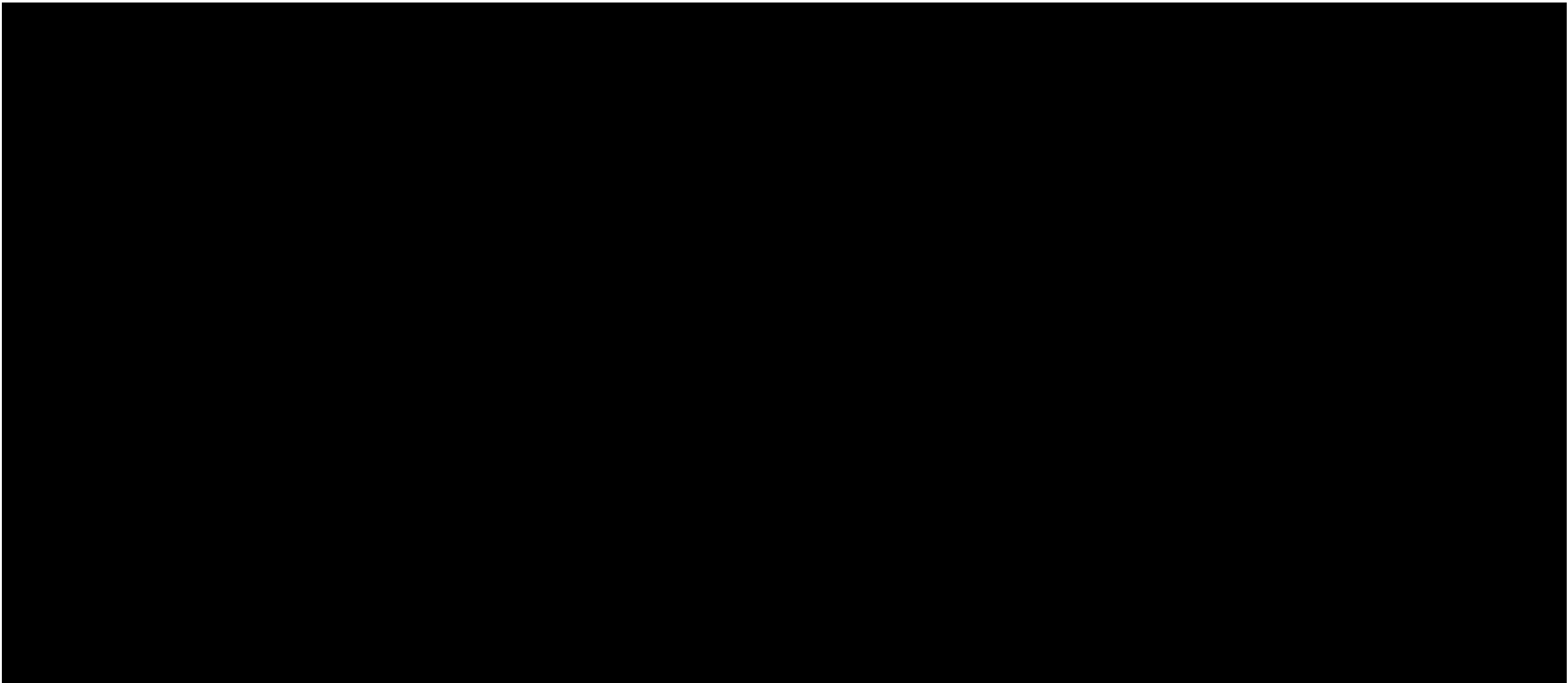
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SCHEDULE 5 - PROJECT PLAN

Not used

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	•

.....
For the Authority (signed)

.....
(print name)

<ul style="list-style-type: none"> • ACCEPTANCE BY THE SERVICE PROVIDER 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • • • • Date 	<ul style="list-style-type: none"> • • • • Signed •

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

As per specification in schedule 3

Schedule 8 – RE-TENDER COOPERATION

As per specification in Schedule 3