

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: tfl_scp_002041 - Electric Vehicle Infrastructure
Delivery (EVID) – Tranche 1, Batch 1

THE BUYER: **Transport for London**

BUYER ADDRESS 5 Endeavour Square, London E20 1JN

THE SUPPLIER: **Zest Eco Ltd**

SUPPLIER ADDRESS: The Leeming Building
Ludgate Hill, Leeds, LS2 7HZ

REGISTRATION NUMBER: 13263625

DUNS NUMBER: 227781264

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-5JCG7N6

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 9 May 2023
It's issued under the DPS Contract with the reference number **RM6213** for the
provision of Electric Vehicle Infrastructure Delivery (EVID)

DPS FILTER CATEGORY(IES):
Supplier Funded, Full End to End Service

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms (at Appendix 1), the list of Sites the Deliverables applies to (at Appendix 2) and the Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6213**
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for **RM6213** DPS reference number*
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) – *please note the Buyer has made some updates to the original version of this Schedule to align with current legislation and the consequences of Brexit.*
 - *Order Schedules for **RM6213***
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 22 (Licence Terms) – *please note the Buyer has renamed this Schedule 'Licence Terms' (rather than its original title of 'Lease Terms') to reflect the Sites being situated on highways land and therefore requiring a Licence and not a Lease. The content of this Schedule has also been updated to reflect the Buyer's requirements*
4. CCS Core Terms (DPS version)
5. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

- As detailed in Appendix 1 to this Order Contract – Order Special Terms

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ORDER START DATE: 9 May 2023

ORDER EXPIRY DATE: 8 May 2038

ORDER INITIAL PERIOD: N/A

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms. Further liability provisions applicable to this Order Contract, on an individual Site basis, are stated in Clause 5 of DPS Order Schedule 22 (Licence Terms)

SUPPLIER PAYMENTS

Supplier Payments will be made to the Buyer in accordance with Clause 5 of Appendix 1 to the Order Special Terms.

The Turnover Charge applicable to this Order Contract is [REDACTED]

The Site Charges to be paid by the Supplier to the Buyer are:

#	Ref Number	Site Name	Postcode	Zest's proposal: number of charging bays	Site Charge per Site per annum
1	#Brom14	O/S 8 - 10 WHEATSHEAF PDE 122-126 HIGH STREET BR4	BR4 0LZ		
2	#Brom16	O/S 61-67 HIGH STREET BR4	BR4 0LR		
3	#Brom21	O/S 82-88 CROYDON ROAD BR4	BR4 9HU		
4	#Gren22	O/S 742-746 SIDCUP ROAD SE9	SE9 3NS		
5	#Ham13	O/S 77-79 TALGARTH ROAD W6	W14 9DJ		
6	#Ham9	O/S 105-107 TALGARTH ROAD W6	W14 9DB		
7	#Kin24	O/S 334-340 HOOK RISE NORTH	KT6 7LN		
8	#Kin29	O/S 140-146 SERVICE ROAD FRONTING BROADWAY KT6	KT6 7HT		
9	#Kin30	O/S 322-328 HOOK RISE NORTH	KT6 7LN		

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10	#Kin36	O/S 9-16 ACE PARADE KT9	KT9 1DS
11	#Lam27	O/S MORANT HOUSE STOCKWELL ROAD SW9	SW9 9AA
12	#Lew69	STANSTEAD ROAD SOUTHERN ARM	SE6 4PX
13	#Mer18	O/S 256 MORDEN ROAD SW19	SW19 3DA
14	#Rich25	O/S 199-207 UPPER RICHMOND ROAD WEST SW14	SW14 8QT
15	#Rich26	O/S 334-338 UPPER RICHMOND ROAD WEST SW14	SW14 7JR
16	#Rich38	O/S 213 LOWER MORTLAKE ROAD TW9	TW9 2LN
17	#Rich44	O/S 350-356 UPPER RICHMOND ROAD WEST SW14	SW14 7JT
18	#Sutt12	O/S 524-530 LONDON ROAD SM3	SM3 8HW
19	#Sutt17	O/S 76-82 HIGH STREET SM5	SM5 3AG
20	#Sutt6	O/S 834-830 LONDON ROAD SM3	SM3 9BJ
21	#Sutt62	O/S 167 REIGATE AVENUE SM1	SM1 3JR
22	#Sutt7	O/S 10-12 ST DUNSTAN'S HILL SM1	SM1 2UE
23	#Sutt79	O/S 22-24 REIGATE AVENUE SM1	SM1 3JL
24	#Wand21	O/S 202-210 BATTERSEA PARK ROAD SW11	SW11 4ND

REIMBURSABLE EXPENSES

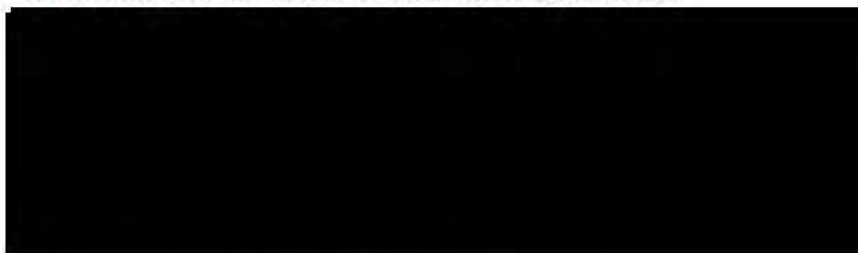
None

PAYMENT METHOD

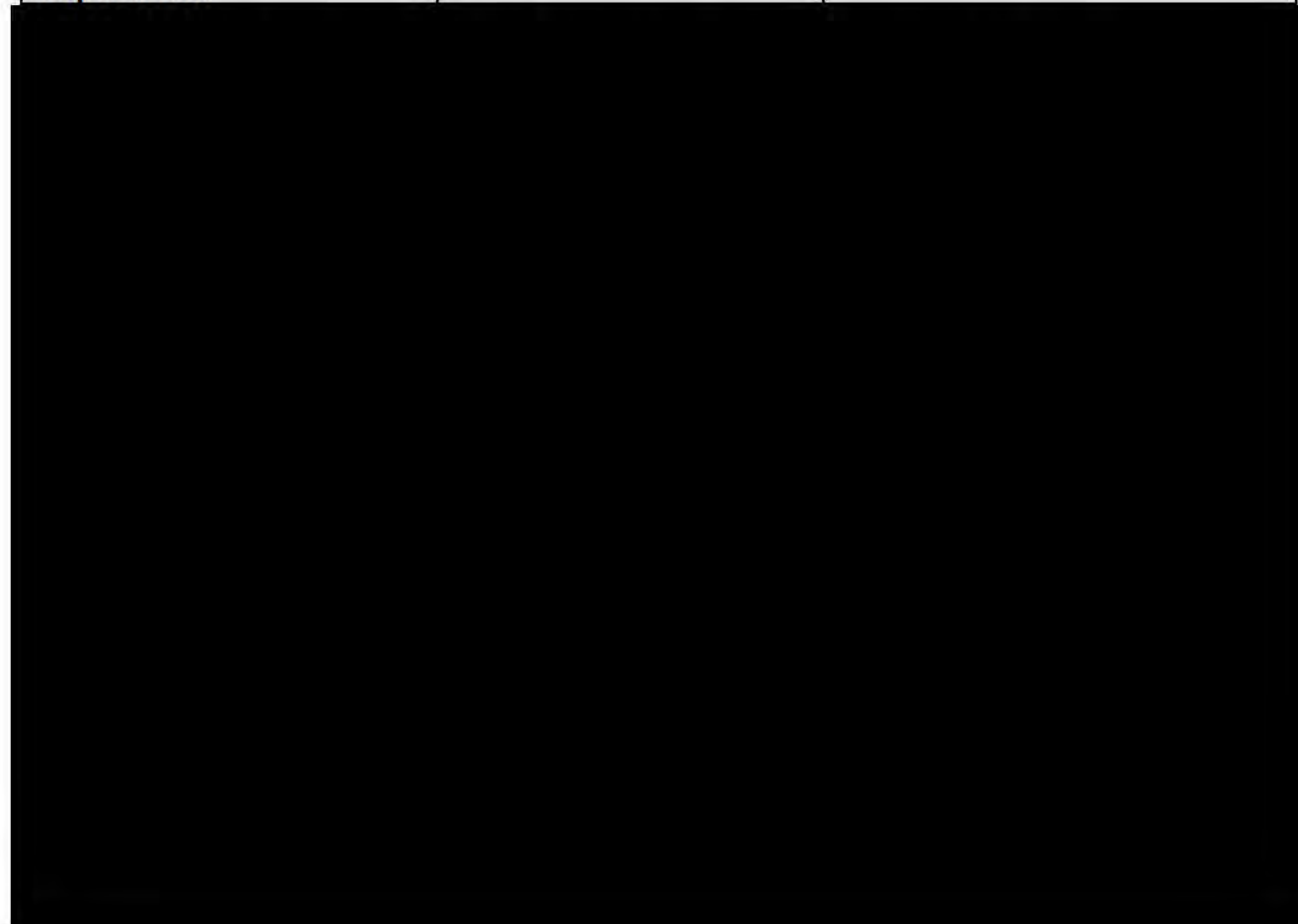
Bank account and relevant details to be confirmed by the Buyer in writing post Order Start Date.

BUYER'S PAYMENT DOCUMENT ADDRESS:

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S OTHER KEY STAFF

Name, Role and Department	Area of Responsibility	Contact Details
		

BUYER'S ENVIRONMENTAL POLICY

Is available online at: <https://content.tfl.gov.uk/tfl-safety-health-and-environment-policy.pdf>

BUYER'S SECURITY POLICY

Is available online at: <https://tfl.gov.uk/corporate/privacy-and-cookies/privacy-and-data-protection-policy>

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SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

All reporting requirements are detailed in Order Schedule 20 (Order Specification) and Appendix 1 (Order Special Terms)

PROGRESS MEETING FREQUENCY

All meeting requirements are detailed in Order Schedule 20 (Order Specification) and Appendix 1 (Order Special Terms)

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Name: Envevo Ltd

Registration number: SC619434

Name: Clarke Telecom Ltd

Registration number: 07524755

E-AUCTIONS

Not applicable

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COMMERCIAL SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	10/02/2023	All CVs enclosed in the tender submission as the CVs contain personal data.	Indefinite
2	10/02/2023	Turnover Percentage and Site Charge per Site per annum. The disclosure of the information would prejudice the commercial interests of Zest Eco Ltd.	Indefinite

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

In accordance with Clause 8 of DPS Order Schedule 22 (Licence Terms)

GUARANTEE

Not Used

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:			
Name:			
Role:			
Date:			
For and on behalf of the Supplier:			
Signature:			
Name:			
Role:			
Date:			

Appendix 1 to the Order Form

Order Contract Reference:

tfl_scp_002041 - Electric Vehicle Infrastructure Delivery (EVID)
Tranche 1, Batch 1

Order Special Terms

1. Definitions

- 1.1 In this Appendix 1 (*Order Special Terms*) to the Order Contract (including the Annexes), unless the context indicates otherwise, the following expressions shall have the following meanings:

"Buyer"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Buyer Group"	means the Buyer in its own right, its Holding Company (where applicable) and all of its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and all subsidiaries from time to time of its Holding Company (where applicable) together;
"Buyer Premises"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Cessation Plan"	means a plan agreed between the Parties or determined by the Buyer pursuant to paragraphs 24.1 to 24.5 (inclusive) to give effect to a Declaration of Ineffectiveness or paragraphs 24.6 to 24.10 (inclusive) to give effect to a Public Procurement Termination Event;
"Charge Points"	the charge points and related infrastructure for electric vehicles to be financed, installed, operated and maintained by the Supplier at the Site(s) in accordance with the Order Contract;
"Consumer Prices Index"	means the United Kingdom consumer prices index as published from time to time by the Office for National Statistics as "CPI" or, if such index shall cease to be published or there is, in the reasonable opinion of the Buyer, a material change in the basis of the index or if, at any relevant time, there is a delay in the publication of the index, such other prices index as the Buyer may, after consultation with the Supplier, determine to be appropriate in the circumstances;
"Contract Manager"	means such person as is notified to the Supplier by the Buyer from time to time;
"Customer(s)"	has the meaning given to it in the Order Specification;
"Declaration of Ineffectiveness"	means a declaration of ineffectiveness in relation to the Order Contract made by a Court of

	competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015;
"Deliverables"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"DPS Core Terms"	means the document entitled "Core Terms – DPS" as incorporated by reference into the Order Contract;
"Early Cessation Date"	has the meaning given to it in paragraph 3.3;
"Electronics Watch"	has the meaning given to it in paragraph 15.11;
"Financial Principles"	means the financial principles on which the Turnover Charge element of the Supplier Payments due under the Order Contract shall be calculated, reported on and paid as set out in Annex 5 (<i>Calculation and payment of the Turnover Charge</i>) to these Order Special Terms;
"GLA"	means the Greater London Authority;
"Go-Live Date"	means the date specified in the Project Plan as the "Go-Live Date", being the date by which the Charge Points are to have been installed and commissioned at all of the Sites;
"Go-Live Delay Event"	<p>means any circumstance which:</p> <ul style="list-style-type: none"> (a) is beyond the Supplier's reasonable control; (b) is caused by or arises as a result of: <ul style="list-style-type: none"> (i) any act or omission (including delay) of a statutory undertaker; or (ii) any act or omission (including delay) of a local or other competent public authority; <p>which gives rise to a delay in: (A) the granting of any Statutory Consent; or (B) the doing of any other act or thing required to be done by the applicable undertaker or public authority; and</p> (c) causes the Supplier to be unable to meet the Go-Live Date;
"Holding Company"	any company which from time to time directly or indirectly controls the relevant Party as set out by section 1159 of the Companies Act 2006;
"Order Contract"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>), it being acknowledged that the Order Contract to which these Order Special Terms relate is the Order Contract with the

	<p>"Order Contract Reference" specified on page 1 of this Appendix 1 (<i>Order Special Terms</i>);</p>
"Order Contract Period"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Order Form"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>), being the Order Form relating to and comprised in the Order Contract;
"Order Special Terms"	means this Appendix 1 (<i>Order Special Terms</i>) and the Annexes to it;
"Order Specification"	means the specification for, and associated requirements in respect of the provision of, the Deliverables pursuant to the Order Contract as set out in Order Schedule 20 (<i>Order Specification</i>) (and which, for the avoidance of any doubt, shall comprise a part of the Order Contract);
"Party" and "Parties"	have the meaning given in Joint Schedule 1 (<i>Definitions</i>);
"Procurement Manager"	means such person as is notified to the Supplier by the Buyer from time to time;
"Project Plan"	means the project plan set out in Annex 9 (<i>Project Plan</i>) in relation to the performance and timing of the Deliverables under the Order Contract (including the specified Go-Live Date) as submitted to the Buyer by the Supplier as part of the applicable Order Tender (as defined in Joint Schedule 1 (<i>Definitions</i>)) in connection with the award of the Order Contract;
"Public Procurement Termination Event"	has the meaning given to it in paragraph 24.7;
"Public Procurement Termination Grounds"	means any one or more of the grounds described in Regulation 73(1) of the Public Contracts Regulations 2015;
"Removed Site(s)"	has the meaning given to it in paragraph 3.2.2;
"Reporting Period"	<p>means each period of typically twenty eight (28) days within the Buyer's financial calendar as set out in Annex 7 (<i>Reporting Periods</i>) or otherwise supplied by the Buyer from time to time, provided that:</p> <p>(a) where the Order Contract Period commences on a day other than the first day of a Reporting Period ("First Reporting Period"), such First Reporting Period shall be shortened to the number of days running from and including the first day of the Order Contract Period until and including the last day of such First Reporting Period; and</p>

	(b) where the Order Contract Period terminates or expires on a day other than the last day of a Reporting Period ("Last Reporting Period"), such Last Reporting Period shall be shortened to the number of days running from and including the first day of such Last Reporting Period until and including the day on which the Order Contract Period expires or is terminated;
"Requested Personal Data"	has the meaning given to it in paragraph 10.2.1;
"Site"	means any site from which the Supplier will be required to provide the Deliverables as set out in the Order Contract, subject to and in accordance with the relevant Site Agreement;
"Site Agreement"	means the legally binding licence (in substantially the form set out Order Schedule 22 (<i>Licence Terms</i>)) governing the basis on which the Supplier may use a Site for the provision of the Deliverables pursuant to the Order Contract;
"Site Charge"	means the charge payable by the Supplier in relation to a Site as specified in the Order Form and the relevant Site Agreement;
"Start Date"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Statutory Consents"	means any statutory approvals, consents, licences or permissions required from any local or other competent public authority to enable the Supplier lawfully to carry out and complete the Deliverables or to reinstate them following their damage or destruction (and any reference to a "Statutory Consent" shall be construed accordingly);
"Subcontractor"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Supplier"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Supplier Equipment"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Supplier Payments"	means (together): <ul style="list-style-type: none"> (a) the Turnover Charge due in respect of each Site under the Order Contract, which shall be calculated and paid in accordance with (and subject to) the Financial Principles set out in Annex 5 (<i>Calculation and payment of the Turnover Charge</i>) to these Order Special Terms; and (b) the Site Charge due in respect of each Site under the Order Contract (as

reflected in the relevant Site Agreement(s));

"Supplier Requested Removed Site"	has the meaning given to it in paragraph 3.3.5;
"Supplier Staff"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"TfL"	means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
"Termination Notice"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Turnover Charge"	has the meaning given to it in paragraph 1 of Annex 5 (<i>Calculation and payment of the Turnover Charge</i>) to these Order Special Terms;
"VAT"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>);
"Working Day"	has the meaning given to it in Joint Schedule 1 (<i>Definitions</i>).

1.2 The Parties acknowledge that the rules of interpretation set out in paragraph 1.3 of Joint Schedule 1 (*Definitions*) apply to the Order Special Terms.

2. Provision of the Deliverables and Operational Management

2.1 Order Specification

2.1.1 Without prejudice to clause 3.1.1 of the DPS Core Terms, the Supplier shall:

2.1.1.1 comply with the requirements of the Order Specification; and

2.1.1.2 provide the Deliverables and perform the Order Contract at all times in accordance with the Order Specification.

2.2 Project Plan and Go-Live Date

2.2.1 The Parties acknowledge and agree that:

2.2.1.1 the Project Plan specifies the Go-Live Date applicable to the Order Contract; and

2.2.1.2 the Buyer requires the Charge Points to be installed and commissioned at all of the Sites by the Go-Live Date.

2.2.2 Without prejudice to any right to terminate at common law, the Buyer may terminate the Order Contract by giving notice to the Supplier (specifying that such termination will have immediate effect or otherwise stating the date on which such termination shall take effect) if the Supplier fails to meet the Go-Live Date, save for where a delay is caused by:

2.2.2.1 a failure by the Buyer to perform its obligations pursuant to the Order Contract (including where an approval has been unreasonably withheld or delayed), except where such failure by the Buyer to perform its obligations is caused by any act or

omission of the Supplier (or its employees, agents or Subcontractors); or

2.2.2.2 a Go-Live Delay Event,

in which case time shall be extended for a period equal to the delay caused by the Buyer or the Go-Live Delay Event provided always that the Supplier has used and continues to use its reasonable endeavours to mitigate and/or resolve the Go-Live Delay Event and shall provide regular updates to the Buyer on the actions being taken by it in such regard.

2.2.3 Any termination of the Order Contract pursuant to paragraph 2.2.2 shall be treated for the purposes of clause 10 (*Ending the Contract*) of the DPS Core Terms as if the Order Contract had been terminated pursuant to clause 10.4.1 of the DPS Core Terms.

2.3 Service Levels

The Parties acknowledge and agree that Annex 8 (*Service Levels*) shall apply to the Order Contract and the Parties shall comply with their respective obligations thereunder.

2.4 Operational Management

2.4.1 **The Buyer authorises the Contract Manager to act as the Buyer's representative** for the Order Contract.

2.4.2 The Supplier shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Order Contract, except as set out below or unless otherwise notified by the Buyer:

2.4.2.1 variations to the Order Contract;

2.4.2.2 any matter concerning the terms of the Order Contract; and

2.4.2.3 any financial matter (including any issues in respect of the Supplier Payments as referred to in paragraph 5 (*Supplier Payments*)),

which shall be referred to the Procurement Manager.

2.4.3 **The Supplier shall, at the Buyer's request, provide** promptly to the Buyer such reports on the provision of the Deliverables as the Buyer may reasonably request.

2.5 Amendment to notice period for termination by the Buyer under clause 10.3.2 of the DPS Core Terms

The Parties acknowledge and agree that, for the purposes of the Order Contract, the **reference in clause 10.3.2 of the DPS Core Terms to "90 days written notice" shall be amended to "6 months' written notice"**.

3. Site Agreement(s)

3.1 The Parties acknowledge and agree that:

3.1.1 the Supplier has entered into a Site Agreement (or Site Agreements) in substantially the form set out in Order Schedule 22 (*Licence Terms*) as a condition of its entry into the Order Contract with the Buyer;

- 3.1.2 clause 11 (*How much you can be held responsible for*) of the DPS Core Terms does **not (for the avoidance of doubt) apply in respect of the Supplier's liability** under any Site Agreement;
- 3.1.3 if the Buyer terminates any Site Agreement pursuant to clause 12.2 (*Breach of the Licence*) of the relevant Site Agreement, then:
 - 3.1.3.1 the Buyer may (at its absolute discretion) terminate the Order Contract by issuing a Termination Notice (such termination to take effect on the date specified in the Termination Notice); and
 - 3.1.3.2 any termination of the Order Contract pursuant to paragraph 3.1.3.1 shall be treated for the purposes of clause 10 (*Ending the Contract*) of the DPS Core Terms as if the Order Contract had been terminated pursuant to clause 10.4.1 of the DPS Core Terms; and
- 3.1.4 any right of the Buyer to terminate the Order Contract in accordance with its terms shall entitle the Buyer to terminate the Site Agreement(s) by the service of notice, such termination to take effect on the date of termination of the Order Contract (or such other date as the Buyer may specify in such notice of termination).
- 3.2 Partial termination of the Order Contract and Site Agreement(s)
 - 3.2.1 The Parties acknowledge:
 - 3.2.1.1 clauses 10.8.3 and 10.8.4 (*Partially ending and suspending the contract*) of the DPS Core Terms which entitle the Buyer to partially terminate the Order Contract in circumstances where:
 - (a) the Buyer has the right to otherwise terminate the Order Contract as a whole; and
 - (b) the remaining parts of the Order Contract can still be used to effectively deliver the intended purpose; and
 - 3.2.1.2 that in practice a partial termination of the Order Contract in accordance with clauses 10.8.3 and 10.8.4 (*Partially ending and suspending the contract*) of the DPS Core Terms may involve the Buyer requiring the termination of the Order Contract and Site Agreement(s) in respect of individual Site(s).
 - 3.2.2 Accordingly, and without prejudice to any rights or remedies under the Order Contract, the relevant Site Agreement(s) or at common law, the Parties agree that where (pursuant to clauses 10.8.3 and 10.8.4 (*Partially ending and suspending the contract*) of the DPS Core Terms) the Order Contract terminates in respect of individual Site(s) **(the "Removed Site(s)")**:
 - 3.2.2.1 the Order Contract will continue in respect of any remaining Site(s) under the terms of the Order Contract and surviving Site Agreement(s); and
 - 3.2.2.2 unless otherwise agreed between the Buyer and the Supplier, the Buyer shall have the same rights and the Supplier shall have the same obligations in respect of the Removed Site(s) and the Supplier Equipment relevant to the Removed Site(s) as if the partial termination of the Order Contract and Site Agreement(s) in respect of the Removed Site(s) was a termination of the Order Contract as whole (and the terms of the Order Contract shall be interpreted accordingly).

3.3 Request by Supplier to remove a Site from the scope of the Order Contract

If in respect of a Site:

- 3.3.1 there has been a change in circumstances beyond the control of the Supplier relating specifically to that Site;
- 3.3.2 as a direct result of that change in circumstances, that Site has permanently ceased to be economically viable for the Supplier as a result of a shortfall in revenue relating specifically to that Site and/or an increase in costs associated specifically with that Site (in each case when compared to those projected by the Supplier at the time of its Order Tender in respect of the Order Contract);
- 3.3.3 the Supplier gives written notice to the Buyer that the Supplier wishes to remove the Site from the scope of the Order Contract together with information evidencing the change in circumstances, the change in the revenues of and/or costs to the Supplier, and that the Site has as a direct result permanently ceased to be economically viable. (For this purpose, and for the avoidance of doubt, if the Supplier's costs associated with the Site already (prior to the change of circumstances) exceeded its revenues associated with the Site, then the position must have worsened as a direct result of the identified change of circumstances for the Site to be regarded as having permanently ceased to be economically viable for this purpose); and
- 3.3.4 the Supplier has provided such further information as the Buyer may have reasonably requested in order to be satisfied (acting reasonably) that the conditions in paragraphs 3.3.1 - 3.3.3 (inclusive) have been met,

then the Buyer may (acting reasonably) agree to the removal of the Site from the scope of the Order Contract from such time as the Buyer is satisfied for the purposes and in accordance with this paragraph 3.3 that the Site will permanently cease to be economically viable (the "Early Cessation Date") provided that if the Buyer so agrees (acting reasonably) then, without prejudice to any rights or remedies under the Order Contract, the relevant Site Agreement or at common law:

- 3.3.5 the Order Contract shall:
 - 3.3.5.1 terminate in respect of the relevant Site (as if such termination was pursuant to clauses 10.8.3 and 10.8.4 (*Partially ending and suspending the contract*) of the DPS Core Terms) (the "Supplier Requested Removed Site"), it being acknowledged that clause 10.5.1 of the DPS Core Terms will not apply in consequence of such termination; and
 - 3.3.5.2 continue in respect of any remaining Site(s) under the terms of the Order Contract and surviving Site Agreement(s); and
- 3.3.6 unless otherwise agreed between the Buyer and the Supplier, the Buyer shall have the same rights and the Supplier shall have the same obligations in respect of the Supplier Requested Removed Site and the Supplier Equipment relevant to the Supplier Requested Removed Site as if the partial termination of the Order Contract and termination of the relevant Site Agreement in respect of the Supplier Requested Removed Site was a termination of the Order Contract as whole (and the terms of the Order Contract shall be interpreted accordingly).

3.4 Insurances specified in clause 8 of the Site Agreement(s)

The Parties acknowledge and agree that:

- 3.4.1 the required insurances specified in Annex 1 of Joint Schedule 3 (*Insurance Requirements*) will not apply and instead the required insurances for the purposes of Joint Schedule 3 (*Insurance Requirements*) will be the insurances

specified in clause 8 of each relevant Site Agreement (and the provisions of Joint Schedule 3 (*Insurance Requirements*) will be construed accordingly); and

- 3.4.2 in the event of any conflict between paragraphs 1 to 7 (inclusive) of Joint Schedule 3 (*Insurance Requirements*) and clause 8 of the Site Agreement(s), the terms of clause 8 of Site Agreement(s) will prevail.

4. Supplier Equipment

- 4.1 Without prejudice to the generality of clause 3.3.3 of the DPS Core Terms, the Parties acknowledge and agree that:

- 4.1.1 risk in all Supplier Equipment shall be with the Supplier at all times;
- 4.1.2 the Supplier shall ensure that the Supplier Equipment meets all minimum safety standards required from time to time by law; and
- 4.1.3 ownership of the of the Supplier Equipment shall at all times during the Order Contract remain vested in the Supplier free from all encumbrances and the Supplier shall not charge, transfer, dispose of or otherwise alienate its interest or permit any interest or other encumbrance to be created in or over the Supplier Equipment or any part of it.

5. Supplier Payments

- 5.1 The Supplier Payments (and any other sums payable by the Supplier under the Order Contract) are exclusive of VAT (or similar tax) and shall be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law the Supplier shall pay the Buyer such sum as will, after the deduction or withholding has been made, leave the Buyer with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 5.2 The Supplier Payments and any other sums payable under the Order Contract shall be paid in sterling to the credit of a bank account to be designated in writing by the Buyer.
- 5.3 The Supplier shall bear its own costs and expenses incurred in the course of carrying out the activities, and performing the obligations, envisaged under the Order Contract (including, for the avoidance of doubt, the activities and obligations envisaged under these Order Special Terms) and shall not be entitled to charge the Buyer for any of its costs or expenses.
- 5.4 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 the Order 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 Order Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.5 The provisions of this paragraph 5 shall remain in effect notwithstanding termination or expiry of the Order Contract until the settlement of all subsisting claims by the Buyer.
- 5.6 Adjustment to Site Charge (Indexation)
- 5.6.1 The Order Form sets out the Site Charge which is applicable to each Site as at the date of the Order Contract.
- 5.6.2 On and with effect from the first 1 April to occur during the Order Contract Period and each subsequent anniversary of that date, and subject always to paragraph 5.6.3, the Site Charge for each Site shall be increased (as applicable)

by the amount of the change (if any) in the Consumer Prices Index between its rate last published (as final) immediately before such date (or anniversary of such date) and its rate published (as final) twelve (12) months before that.

5.6.3 The percentage change in the Consumer Prices Index over any twelve (12) month period for the purposes of paragraph 5.6.2 (and accordingly the percentage adjustment to each Site Charge) may never be:

5.6.3.1 greater than 3% (three per cent); and

5.6.3.2 less than 0% (zero per cent).

6. No Charges payable by the Buyer under the Order Contract

6.1 The Parties acknowledge and agree that:

6.1.1 no Charges (as defined in Joint Schedule 1 (*Definitions*)) shall be payable by the Buyer under the Order Contract; and

6.1.2 relevant provisions of the DPS Core Terms (and any other Joint Schedule or Order Schedule which applies to the Order Contract) which refer or relate to the **payment of "Charges" shall be construed accordingly.**

7. Security -Not Used

7.1 As a condition precedent to the Order Contract, the Supplier shall (to the extent that it has not already done so) provide at its expense:

7.1.1 a parent company guarantee (from such Holding Company of the Supplier as the Buyer may require unless otherwise agreed with the Buyer) and, if requested by the Buyer, a legal opinion as to its enforceability; or

7.1.2 a performance bond, together with a legal opinion as to its enforceability in a form acceptable to the Buyer,

each as set out (as applicable) in Attachment A (*Form of Parent Company Guarantee*), Attachment B (*Form of Opinion for use with Guarantee*) and Attachment C (*Form of Performance Bond*) to Annex 1 (*Form of Parent Company Guarantee, Performance Bond and Legal Opinion*) to these Order Special Terms (as applicable).

7.2 The Supplier shall be regarded as being in material Default (as defined in Joint Schedule 1 (*Definitions*)) of the Order Contract which is incapable of remedy in the event that any parent company guarantee or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

7.3 Where the Supplier has provided the Buyer with a performance bond and thereafter any variation is made to the Deliverables pursuant to the terms of the Order Contract, the Buyer may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Order Contract to the Buyer

7.4 Where the Supplier has provided a parent company guarantee, the Supplier shall give notice to the Buyer within ten (10) Working Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor. The Buyer shall have the right to terminate the Order Contract within sixty (60) calendar days of receipt of the required notice from the Supplier, or in the event that the Supplier fails to give the required notice, within sixty (60) calendar days of the Buyer becoming aware of such event, unless the Supplier has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to the Buyer on terms identical to the parent company guarantee. Any termination of the Order Contract pursuant to this

paragraph 7.4 shall be treated for the purposes of clause 10 (*Ending the Contract*) of the DPS Core Terms as if the Order Contract had been terminated pursuant to clause 10.4.1 of the DPS Core Terms.

8. Subcontractor Warranty Agreement(s)

Where the Supplier sub-contracts all or any part of the Deliverables to any person in accordance with the Order Contract, the Supplier shall, if so required by the Buyer, procure that a Subcontractor enters into a warranty agreement with the Buyer substantially in the form specified in Annex 2 (*Form of Subcontractor Warranty Agreement*) to these Order Special Terms or in such other form as has been previously approved in writing by the Buyer.

9. Compliance with policies and standards

- 9.1 **Without prejudice to the Supplier's obligations under clauses 3.1.1 and 12 of the DPS Core Terms**, the Supplier undertakes to procure that all the Supplier Staff comply with all of the **Buyer's policies** and standards that are relevant to the provision of the Deliverables and the performance of the Order Contract (including where the GLA is the Buyer the **GLA'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 Buyer, 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)**) and those policies and standards relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Buyer for personnel working at Buyer **Premises or accessing the Buyer's computer systems. The Buyer shall provide the Supplier** with copies of such policies and standards on request.

10. Data Protection

10.1 Amendments to Joint Schedule 1 (*Definitions*)

- 10.1.1 For the purposes of the Order Contract, the following amendments shall apply in respect of Joint Schedule 1 (*Definitions*):

- 10.1.1.1 the following existing definitions shall be amended as shown in blue underlining and red strikethrough (with text in blue underlining constituting additions to the existing text and text in red strikethrough constituting deletions from the existing text):

"Controller"	has the meaning given to it in the <u>UK</u> GDPR <u>or DPA 2018</u> ;
"Data Protection Legislation"	(i) the <u>UK</u> GDPR
	(ii) (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all other applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the <u>UK</u> GDPR <u>or DPA 2018</u> ;
"DPA 2018"	the Data Protection Act 2018;
"Data Subject"	has the meaning given to it in the <u>UK</u> GDPR <u>or DPA 2018</u> ;

"Personal Data"	has the meaning given to it in the UK GDPR or DPA 2018 ;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or DPA 2018 ;
"Processing"	has the meaning given to it in the UK GDPR or DPA 2018 ;
"Processor"	has the meaning given to it in the UK GDPR or DPA 2018 ;

10.1.1.2 the existing **definition of "GDPR" shall be deleted in its entirety;**
and

10.1.1.3 the following new definitions shall be inserted at the correct alphabetical locations:

"Law Enforcement Purposes" the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security as set out in section 31 DPA 2018;

"Law Enforcement Processing" means any processing of Personal Data for Law Enforcement Purposes;

"UK GDPR" the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018;

10.2 Data Sharing

10.2.1 Whilst there is no intention for the Supplier to process Personal Data on behalf of the Buyer under the Order Contract, in the event that the Buyer (acting as a Controller) requires access to Personal Data ("Requested Personal Data") processed by the Supplier under the Order Contract:

10.2.1.1 where the Supplier is acting as a Processor, the Supplier shall provide such Requested Personal Data in accordance with the written request of the Buyer; or

10.2.1.2 where the Supplier is acting as a separate Controller or a Joint Controller (with the Buyer), the Supplier shall provide such Requested Personal Data only after the Parties have entered into a data sharing agreement containing the relevant provisions as set out in Joint Schedule 11 (*Processing Data*).

10.2.2 The Parties acknowledge that the references in paragraph 10.2.1 to **"Controller", "Joint Controller", "Personal Data" and "Processor" shall have the meanings** given to them in Joint Schedule 1 (*Definitions*) (as amended, where applicable, by virtue of paragraph 10.1).

11. Construction (Design and Management) Regulations 2015

- 11.1 For the purpose of this paragraph 11, **the terms "construction work", "design", "principal designer", "principal contractor", "contractor" and "designer" are as defined in the Construction (Design and Management) Regulations 2015 ("the CDM Regulations").**
- 11.2 The Buyer appoints and/or reserves the right to appoint as part of the Deliverables the Supplier to act as any or all of the following pursuant to regulation 5 of the CDM Regulations:
- 11.2.1 the principal designer; and
- 11.2.2 the principal contractor.
- 11.3 The Supplier accepts and/or agrees to accept any appointment as principal designer and/or principal contractor pursuant to paragraph 11.2 and shall perform all the functions and duties of the principal designer and/or principal contractor under the CDM Regulations.
- 11.4 Where the Supplier is not appointed as the principal contractor and/or the principal designer, the Supplier shall perform all the functions and duties of a contractor (in so far as the Supplier is responsible for carrying out, managing or controlling construction work) and (where the Supplier is responsible for preparing, modifying (or arranging for or instructing others to prepare or modify) design) a designer.
- 11.5 The Supplier shall comply with the requirements of the CDM Regulations and confirms that it has the skills, knowledge, experience, organisational capability and level of resources necessary to fulfil the role of principal designer, principal contractor, designer and contractor (as applicable).
- 11.6 The Parties will provide each other with all necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.
12. Timber Standards
- 12.1 For the purposes of this paragraph 12, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Independent Report"

an independent report by an individual or body:

- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 65:1996 (EN 45011:1998); and
 - (ii) general requirements for bodies operating product certification systems; and
- (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

"Legal Timber"

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

- (a) had legal rights to use the forest;

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

**"Recycled Timber" and
"Reclaimed Timber"**

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

"Sustainable Timber"

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

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

"Sustainably Sourced Timber"

Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, the Buyer will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

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

or such other source as the Supplier may demonstrate to the Buyer's satisfaction is equivalent;

"Timber"

wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as timber). Where the term

Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

"Virgin Timber"

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

12.2 Supplier's Obligations and the Buyer's Rights

- 12.2.1 The Supplier shall ensure that all Timber supplied or used in the performance of the Order Contract shall be Sustainable Timber. If it is not practicable for the Supplier to meet this condition the Supplier must inform the Buyer in writing prior to the supply of any Timber that is not Sustainable Timber and stating the reason for the inability to comply with this condition. The Buyer reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Buyer exercises its right to reject any Timber, the provisions of paragraph 12.2.4 shall apply.
- 12.2.2 Without prejudice to paragraphs 12.2.1 and 12.4.2, all Virgin Timber procured by the Supplier for supply or use in performance of the Order Contract shall be Legal Timber.
- 12.2.3 The Supplier shall ensure that Virgin Timber it procures for supply or use in performance of the Order Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- 12.2.4 The Buyer reserves the right to reject at any time any Timber that does not comply with the conditions of the Order Contract (or the Order Specification). Where the Buyer exercises its right to reject any Timber, the Supplier shall supply contractually compliant alternative Timber, at no cost to the Buyer and without causing delay to the performance of the Order Contract.
- 12.2.5 The Supplier shall maintain records of all Timber supplied and used in the performance of the Order Contract. Such information shall be made available to the Buyer promptly if requested at any time.

12.3 Buyer's Reporting Requirements

- 12.3.1 Unless the Buyer has given its written approval in accordance with paragraph 12.2.1 that Timber that is not Sustainable Timber may be used, then, if requested, the Supplier shall promptly provide evidence to the Buyer's satisfaction that the Timber is Sustainable Timber.
- 12.3.2 The Supplier shall report quarterly on its use of Sustainable Timber in the performance of the Order Contract, in accordance with the Timber Standards Appendix (as set out in Annex 3 (*Timber Standards*) to these Order Special Terms).
- 12.3.3 The Supplier shall report on the amount of Timber that has been supplied to the Buyer in accordance with paragraph 12.2.1 which is not Sustainable Timber.

12.4 Verification

12.4.1 Evidence of Sustainable Timber

The Buyer reserves the right to determine whether the evidence supplied by the Supplier is sufficient to satisfy it that the conditions of the Order Contract have been fully complied with. In the event that the Buyer is not so satisfied, the

Supplier shall, on written request by the Buyer, commission and meet the costs of an Independent Report to:

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

12.4.2 Evidence of Legal Timber

- (a) The Supplier shall, before delivering any Virgin Timber under the Order Contract, obtain documentary evidence to the Buyer's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Buyer, the Supplier shall submit such documentary evidence to the Buyer either prior to delivery or at such other times as the Buyer may require. For the avoidance of doubt, the Supplier shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.
- (b) The Buyer reserves the right at any time during the execution of the Order Contract and for a period of six (6) years from final delivery of any Timber under the Order Contract to require the Supplier to produce the evidence required for the Buyer's inspection within fourteen (14) days of the Buyer's written request.

13. Waste Electrical and Electronic Equipment Regulations

13.1 For the purposes of this paragraph 13, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Waste Electrical and Electronic Equipment"	has the same meaning as is given to "WEEE" in the WEEE Regulations;
"WEE Equipment"	means any Supplier Equipment which falls within the scope of the WEEE Regulations;
"WEEE Regulations"	means Waste Electrical and Electronic Equipment Regulations 2013 (as amended by the Waste Electrical and Electronic Equipment and Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (Amendment) Regulations 2014 and the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015).

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

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

13.3 The Supplier shall indemnify and keep indemnified the Buyer as a result of any Losses (as defined in Joint Schedule 1 (*Definitions*)) which it incurs as a result of any failure on the part of the Supplier or the relevant producer to comply with the terms of this paragraph 13.

14. Work Related Road Risk

14.1 For the purposes of this paragraph 14, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Approved Progressive Driver Training" an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;

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

"Category N2 HGV" a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

"Category N3 HGV" a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

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

"Delivery and Servicing Vehicle" a HGV, a Van or a Car-derived Van;

"Driver" any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Deliverables;

"DVLA" Driver and Vehicle Licensing Agency;

"Equivalent Scheme" has the meaning given to it in paragraph 14.2.1;

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

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

"Gold Accreditation"	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
"HGV"	a vehicle with a MAM exceeding 3,500 kilograms;
"MAM"	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
"Silver Accreditation"	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
"Van"	a vehicle with a MAM not exceeding 3,500 kilograms; and
"WRRR Self-Certification Report"	has the meaning given to it in paragraph 14.6.

Fleet Operator Recognition Scheme Accreditation

- 14.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Deliverables, it shall within ninety (90) days of the date on which the Order Contract comes into force:
- 14.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Buyer, is an acceptable substitute to FORS (the "Equivalent **Scheme**"); and
 - 14.2.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Equivalent Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Equivalent Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Equivalent Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

- 14.3 The Supplier shall ensure that every HGV, which it uses to provide the Deliverables, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Driver Training

- 14.4 Where the Supplier operates Delivery and Servicing Vehicles to provide the Deliverables the Supplier shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Order Contract Period.

Collision Reporting

- 14.5 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Order Contract, the Supplier shall within 15 days of the Start Date, provide to the Buyer a Collision Report. The Supplier shall provide to the Buyer an updated Collision Report within 5 Working Days of a written request from the Buyer at any time.

Self-Certification of Compliance

- 14.6 Where the Supplier operates Delivery and Servicing Vehicles to provide the Deliverables, within 90 days of the Start Date, the Supplier shall provide a written report to the Buyer detailing its compliance with paragraphs 14.2, 14.3, 14.4 and 14.5 (as applicable) (the "WRRR Self-Certification Report"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Buyer on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier Regarding Subcontractors

- 14.7 The Supplier shall ensure that those of its Subcontractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Deliverables shall comply with the corresponding provisions of these Order Special Terms:

14.7.9 paragraphs 14.2, 14.4, 14.5, 14.6; and

14.7.10 for Category N2 HGVs – paragraph 14.3; and

14.7.11 for Category N3 HGVs – paragraph 14.3;

as if those Subcontractors were a party to the Order Contract.

Failure to Comply

- 14.8 Without limiting the effect of any other provision of the Order Contract relating to termination, if the Supplier fails to comply with paragraphs 14.2, 14.3 (where applicable), 14.4, 14.5, 14.6 and 14.7:

14.8.1 the Supplier has committed a material Default (as defined in Joint Schedule 1 (*Definitions*)) of the Order Contract; and

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

15. Ethical Sourcing and Supply Chain Transparency

ETI Base Code and Ethical Sourcing and Modern Slavery Action Plan

- 15.1 The Buyer is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with the Order Contract, the Supplier shall adhere to the principles of and shall procure that its Subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative ("ETI") Base Code as set out in Annex 4 (*The ETI Base Code*) to these Order Special Terms.
- 15.2 The Supplier shall, where relevant, train its employees and Subcontractors to ensure compliance with this paragraph 15. The Supplier shall keep a record of all training completed by its employees and Subcontractors and shall make a copy of the record available to the Buyer on request.
- 15.3 During the course of the Order Contract, if the Buyer has reasonable cause to believe that the Supplier is not complying with any provision of paragraph 15, then the Buyer shall notify the Supplier and the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Supplier, such remediation plan to be agreed by the Parties by no later than 30 days from the date of the Buyer's notification to the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing.
- 15.4 Following agreement of the remediation plan described in paragraph 15.3, the Buyer reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Buyer) in relation to compliance by the Supplier with the remediation plan.

- 15.5 For the avoidance of doubt, the right of audit contained in this paragraph 15 shall include without limitation the right of the Buyer (or an auditor appointed by the Buyer) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Subcontractors (as applicable) co-operate with the Buyer and the Buyer's auditor in relation to all aspects of any audit.
- 15.6 The Supplier shall make the audit reports required pursuant to paragraph 15.5 available to the Buyer **through the Suppliers Ethical Data Exchange ("Sedex"), or an equivalent** process.

Supply Chain Transparency

- 15.7 The Buyer is committed to protecting and enhancing labour rights in its supply chains and has partnered with Electronics Watch to seek to achieve greater transparency in respect of its electronics supply chains.
- 15.8 Accordingly, the Supplier will:
- 15.8.1 **at the Buyer's reasonable request** co-operate and collaborate with the Buyer and Electronics Watch for the purposes of:
- 15.8.1.1 establishing and/or enhancing supply chain transparency; and
- 15.8.1.2 **securing improved working conditions in the Buyer's electronics** supply chains,
- (together, **the "Supply Chain Transparency Objectives"**); and
- 15.8.2 as soon as reasonably practicable, and in any event within 90 days of the Start Date, **provide to the Buyer and Electronics Watch a "road map" to support delivery of the Supply Chain Transparency Objectives (the "Transparency Road Map"** (as the same may be updated from time to time pursuant to paragraph 15.9)) including identifying the main risks to human rights violations in its electronics supply chains, the challenges to achieving transparency and highlighting the main products and countries involved and the steps to be taken by the Supplier to overcome these challenges and mitigate the risks in the short, medium and long term (and shall take reasonable account of such comments as the Buyer may specify in respect of such Transparency Road Map),

it being acknowledged that the Supplier's obligations under paragraph 15.8.1 shall not extend beyond it participating actively in relation to the Supply Chain Transparency Objectives including through the application of management time and internal resources, correspondence and attendance at meetings, in each case as the Supplier reasonably considers in all of the circumstances to be an appropriate use of its resources and effective to support delivery of the Supply Chain Transparency Objectives.

- 15.9 The Supplier shall:
- 15.9.1 use all reasonable endeavours to monitor, on an ongoing basis, potential areas for adjustment to the Transparency Road Map by reference to evolving market best practice and other relevant matters (and shall identify any such potential areas for adjustment to the Transparency Road Map to the Buyer);
- 15.9.2 by each anniversary of the Start Date:
- 15.9.2.1 conduct a review of the Transparency Road Map by reference to then-current market best practice and any other relevant matters (such review to be conducted on a basis which is reasonably acceptable to the Buyer and in accordance with such instructions as the Buyer may reasonably provide from time to time); and

- 15.9.2.2 identify to the Buyer any potential areas for adjustment to the Transparency Road Map arising out of such review;
- 15.9.3 co-operate and collaborate with the Buyer and Electronics Watch in considering potential changes to be made to the Transparency Road Map arising out of or in connection with:
 - 15.9.3.1 **the Supplier's obligations under** paragraphs 15.9.1 or 15.9.2; and/or
 - 15.9.3.2 any potential areas for improvement or enhancement of the Transparency Road Map which are proposed by the Buyer (acting reasonably) from time to time,

it being acknowledged that if the Parties do not agree any change(s) to the Transparency Road Map which are proposed by either Party in accordance with this paragraph within 30 calendar days of such change(s) being proposed then the Buyer (acting reasonably) shall be entitled to determine the change(s) to be made to the Transparency Road Map in such circumstances and the date from which such change(s) will take effect; and
- 15.9.4 monitor, on an **ongoing basis, the Supplier's performance against the actions** and/or steps which are identified in the Transparency Road Map and shall at such time and such frequency as the Buyer may reasonably specify provide such information as the Buyer may reasonably request in relation to the same.
- 15.10 The Parties acknowledge and agree that any information provided by the Supplier to the Buyer and/or Electronics Watch pursuant to paragraph 15 (including the Transparency Road Map) shall constitute Transparency Information (as defined in Joint Schedule 1 (*Definitions*)) for the purposes of the Order Contract and accordingly pursuant to clause 15.6 of the DPS Core Terms shall not constitute Confidential Information (as defined in Joint Schedule 1 (*Definitions*)).
- 15.11 In this paragraph 15, "Electronics Watch" **means** the independent monitoring organisation of that name (being a not-for-profit non-governmental organisation incorporated under Dutch law (No. 62721445 in the Dutch Chamber of Commerce Trade Register)).
- 16. Step in
 - 16.1 If the Buyer reasonably believes that it needs to take action in connection with the Deliverables:
 - 16.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - 16.1.2 to discharge a statutory duty,then the following provisions shall apply.
 - 16.2 The Buyer shall provide notice to the Supplier in writing of the following:
 - 16.2.1 the action it wishes to take;
 - 16.2.2 the reason for such action;
 - 16.2.3 the date it wishes to commence such action;
 - 16.2.4 the time period which it believes will be necessary for such action; and
 - 16.2.5 to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.

- 16.3 Following service of the notice required in paragraph 16.2, the Buyer or a third party appointed by the Buyer for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Buyer reasonably believes is **necessary (the "Required Action")** and the Supplier shall give all reasonable assistance to the Buyer or such third party while it is taking such Required Action (such assistance to be at the expense of the Supplier).
- 16.4 For so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Deliverables, the Supplier shall be relieved from its obligations to provide such part of the Deliverables.

17. London Living Wage

For the purposes of this paragraph 17, unless the context indicates otherwise, the following expressions have the corresponding meanings:

"CCSL" the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Buyer from time to time; and

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

- 17.1 The Supplier acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Buyer Group ensure that the London Living Wage be paid to anyone engaged by any member of the Buyer Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Buyer's estate in the circumstances set out in paragraph 17.2.1.
- 17.2 Without prejudice to any other provision of this Order Contract, the Supplier shall:
- 17.2.1 ensure that its employees and procure that the employees of its Subcontractors engaged in the provision of the Deliverables:
- 17.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- 17.2.1.2 on the Buyer's estate including (without limitation) premises and land owned or occupied by the Buyer,
- be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- 17.2.2 ensure that none of:
- 17.2.2.1 its employees; nor
- 17.2.2.2 the employees of its Subcontractors,
- engaged in the provision of the Deliverables be paid less than the amount to which they are entitled in their respective contracts of employment;
- 17.2.3 provide to the Buyer such information concerning the London Living Wage as the Buyer or its nominees may reasonably require from time to time, including (without limitation):
- 17.2.3.1 all information necessary for the Buyer to confirm that the Supplier is complying with its obligations under paragraph 17; and

- 17.2.3.2 reasonable evidence that paragraph 17 has been implemented;
- 17.2.4 disseminate on behalf of the Buyer to:
 - 17.2.4.1 its employees; and
 - 17.2.4.2 the employees of its Subcontractors,

engaged in the provision of the Deliverables such perception questionnaires as the Buyer may reasonably require from time to time and promptly collate and return to the Buyer responses to such questionnaires; and
- 17.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - 17.2.5.1 allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;
 - 17.2.5.2 **procuring that the Supplier's Subcontractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Subcontractors' employees,**

in order to establish that the obligations in paragraph 17.2.1 have been complied with.
- 17.3 For the avoidance of doubt the Supplier shall:
 - 17.3.1 implement the annual increase in the rate of the London Living Wage; and
 - 17.3.2 procure that its Subcontractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.
- 17.4 The Buyer reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Subcontractors.
- 17.5 Without limiting the Buyer's rights under any other termination provision of the Order Contract, the Supplier shall remedy any breach of the provisions of this paragraph 17 within **four (4) weeks' notice of the same from the Buyer (the "Notice Period")**. If the Supplier remains in breach of the provisions of this paragraph 17 following the Notice Period, the Buyer may by written notice to the Supplier immediately terminate this Order Contract. Any termination of the Order Contract pursuant to this paragraph 17.5 shall be treated for the purposes of clause 10 (*Ending the Contract*) of the DPS Core Terms as if the Order Contract had been terminated pursuant to clause 10.4.1 of the DPS Core Terms.
- 18. Strategic Labour Needs – Green Skills
 - 18.1 In this paragraph 18, the following term shall have the corresponding meaning:
 - "Quarterly SLNT Monitoring Report"** means the report to be prepared by the Supplier in the form set out at Annex 6 (*Quarterly SLNT Monitoring Report Template*) and submitted to the Buyer in accordance with paragraph 18.4.
 - 18.2 The Buyer is committed to developing skills in London and the recommendations in the Department for Transport's Transport Infrastructure Skills Strategy (TISS) https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf. The

strategy outlines the need to build sustainable skills in the transport and infrastructure sector.

18.3 The GLA and the Buyer are supporting individuals into good work in the green economy. The Supplier **shall explore opportunities to engage with the Mayor of London's Academy Hubs, Skills Bootcamps for Londoners and other relevant initiatives which promote green skills and jobs through the delivery of the Order Contract.**

18.4 The Supplier shall provide the Buyer with a Quarterly SLNT Monitoring Report within ten (10) Working Days of the quarter end date in order to report any relevant skills and employment activity in connection with the Order Contract using the Quarterly SLNT Monitoring Report.

18.5 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Legislation in the collection and reporting of the information to the Buyer pursuant to paragraph 18.4 above.

19. Interface with the EU – continuity of Order Contract

19.1 The Parties confirm that the occurrence or non-occurrence of an event associated with:

19.1.1 economic and monetary union in the European Union; or

19.1.2 **the UK's relationship and/or interface with the European Union,**

will not have the effect of altering any term of, or discharging or excusing performance under the Order Contract or any transaction, or give either Party the right unilaterally to alter or terminate the Order Contract or any transaction.

19.2 **The words "an event associated with economic and monetary union in the European Union" will include each and any combination of the following:**

19.2.1 the introduction of, changeover to or operation of a single or unified European currency (whether known as the Euro or otherwise);

19.2.2 **the fixing of conversion rates between a member state's currency and the new currency or between the currencies of member states;**

19.2.3 the introduction of that new currency as lawful currency in a member state;

19.2.4 the withdrawal from legal tender of any currency which, before the introduction of the new currency, was lawful currency in one of the member states;

19.2.5 the disappearance or replacement of a relevant rate option or other price source for the national currency of any member state, or the failure of the agreed sponsor (or successor sponsor) to publish or display a relevant rate, index, price, page or screen; or

19.2.6 the withdrawal of any member state from a single or unified European currency.

20. Specific LU Standards

20.1 This paragraph 20 shall only apply in relation to Site(s) which are located on land or premises comprised in the London Underground.

20.2 In this paragraph 20, unless the context indicates otherwise the following expressions shall have the following meanings:

"London Underground"

the stations and depots, assets, systems, track and other buildings which are used in the maintenance

and provision of underground services known as
"London Underground";

"LUL"

London Underground Limited;

"LUL Standards"

the mandatory requirements in force on the London Underground from time to time that the Supplier must comply with in the provision of the Deliverables, comprising mandatory category 1 standards, applicable LUL rules, procedures, codes, standards and safety agreements in relation to, without limitation, health and safety, environment, security, operational, engineering and ambience standards and other customer service delivery standards (including, without limitation, the Contract QUENSH Conditions); and

"Contract QUENSH Conditions"

the Quality Environmental Safety and Health Contract Conditions in force and as supplied to the Supplier by LUL from time to time.

- 20.3 Without prejudice to any other provision of the Order Contract (including these Order Special Terms):
- 20.3.1 The Supplier acknowledges its awareness of the Buyer's **statutory duty** to provide or secure a safe, economic and efficient public passenger transport services by railway for Greater London and shall at all times during the Order Contract have regard to the Buyer's **statutory duties**. The Supplier shall not, in the performance of the Deliverables, in any manner endanger the safety of or interfere with the operation of the London Underground or endanger the public and shall minimise any disruption to both the London Underground and the public.
- 20.3.2 The Supplier acknowledges, and undertakes to inform all its employees, agents and Subcontractors who will be using the Buyer's **communication facilities** that the Buyer reserves the right from time to time to:
- 20.3.2.1 intercept, for the purposes of monitoring and / or recording, any communication made through any system capable of transmitting communications including but not limited to telephone, electronic mail, facsimile, voicemail or internet facility provided by the Buyer; and
- 20.3.2.2 use any information obtained as a result of any intercepted communication referred to in paragraph 20.3.1 for the purposes permitted by the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.
- 20.4 In providing the Deliverables, the Supplier shall comply with LUL Standards.
- 20.5 One of the LUL Standards which may be of relevance to the Order Contract is QUENSH which governs safety for places of work on or around the operational railway. If relevant, the Supplier shall be required to comply with LUL's Contract QUENSH Conditions as indicated and respond to the menu provided by the Contract Manager.
- 20.6 It is the responsibility of the Supplier to ensure that it receives the LUL Standards from LUL for the required Deliverables and must ensure that it has been appraised by LUL as capable of providing the Deliverables in terms of the LUL Standards. If the Supplier has not been appraised or has not been provided with the Contract QUENSH Conditions, it is the Supplier's **obligation to raise this with the** Contract Manager and if necessary cease work until the appraisal is completed.

20.7 Where there is a requirement indicated in the Contract QUENSH Conditions to comply with one or more conditions, it is the responsibility of the Supplier to satisfy itself of the requirements of the indicated conditions as contained in the Contract QUENSH Conditions. Access to LUL Standards can be gained through the intranet, which access can be obtained on request through the Contract Manager.

21. Payment Card Industry Data Security Standard

21.1 For the purposes of this paragraph 21, unless the context indicates otherwise, the following expressions shall have the following meanings:

"PCI DSS" has the meaning given to it in paragraph 21.2; and

"QSA" has the meaning given to it in paragraph 21.2.1.

21.2 If the Supplier processes payment card data under the Order Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to the Order Contract are compliant with the Payment Card Industry Data Security Standard as updated from **time to time ("PCI DSS")**. **In addition the Supplier shall:**

21.2.1 at least once every twelve (12) months appoint a PCI DSS Qualified Security **Assessor ("QSA") to validate that the Supplier** is compliant with (including as set out above) PCI DSS when providing the Deliverables;

21.2.2 without prejudice to any other audit and inspection rights that the Buyer has under the Order Contract, provide the Buyer with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and

21.2.3 where the QSA recommends that certain steps should be taken by the Supplier, promptly take those steps and demonstrate to the Buyer that those steps have been taken.

22. Corrupt Gifts and Payment of Commission

The Supplier shall not, and shall ensure that its employees, agents and Subcontractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Buyer Group nor favour any employee, officer or agent of any member of the Buyer 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 Buyer Group other than as a representative of **the Buyer, without the Buyer's prior written approval.**

23. Crime and Disorder Act 1998

23.1 **Without prejudice to the Supplier's obligations under clauses 3.1.1 and 12 of the DPS Core Terms,** the Supplier acknowledges that the Buyer is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

23.1.1 to have due regard to the impact of crime, disorder and community safety in the **exercise of the Buyer's duties;**

23.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

23.1.3 without prejudice to any other obligation imposed on the Buyer, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Order Contract, the Supplier will assist and co-operate with the Buyer, and will use reasonable endeavours to procure that its Subcontractors observe these duties and assists and co-operates with the Buyer where possible to enable the Buyer to satisfy its duty.

24. Declaration of Ineffectiveness and Public Procurement Termination Event
- 24.1 In the event that a court makes a Declaration of Ineffectiveness, the Buyer shall promptly notify the Supplier. The Parties agree that the provisions of Clauses 10.5.2 to 10.5.7 (inclusive) of the DPS Core Terms and paragraphs 24.1, 24.2, 24.4 to 24.6 (inclusive) and 24.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 24.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in paragraphs 24.1 to 24.6 inclusive.
- 24.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Buyer may require the Supplier to prepare a Cessation Plan in accordance with this paragraph 24.3 by issuing a notice in writing. As from the date of receipt by the Supplier of such notification from the Buyer, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Buyer shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 24.3.1 an orderly and efficient cessation of the Deliverables or (at the Buyer's request) a transition of the Deliverables to the Buyer or such other entity as the Buyer may specify; and
- 24.3.2 minimal disruption or inconvenience to the Buyer or to customers of the Deliverables or to public passenger transport services or facilities,
- in accordance with the provisions of paragraphs 24.1 to 24.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 24.4 Where there is any conflict or discrepancy between the provisions of Clauses 10.5.2 to 10.5.7 (inclusive) of the DPS Core Terms and paragraphs 24.1 to 24.6 (inclusive) and 24.12 or the Cessation Plan, the provisions of these paragraphs 24.1 to 24.6 (inclusive) and 24.12 and the Cessation Plan shall prevail.
- 24.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Buyer) in the event that a Declaration of Ineffectiveness is made.
- 24.6 The Buyer shall (notwithstanding the provisions of paragraph 5.3) pay the Supplier's reasonable costs in assisting the Buyer in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by the Buyer. Provided that the Buyer shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of the Order Contract pursuant to any Declaration of Ineffectiveness.
- 24.7 Without prejudice to the Buyer's rights of termination implied into the Order Contract by Regulation 73(3) of the Public Contracts Regulations 2015, in the event that the Buyer exercises its right to terminate pursuant to this paragraph 24.7 (a **"Public Procurement Termination Event"**), the Buyer shall promptly notify the Supplier and the Parties agree that:
- 24.7.1 the provisions of Clauses 10.5.2 to 10.5.7 (inclusive) of the DPS Core Terms and these paragraphs 24.7 to 24.12 (inclusive) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event; and

- 24.7.2 if there is any conflict or discrepancy between the provisions of Clauses 10.5.2 to 10.5.7 (inclusive) of the DPS Core Terms and these paragraphs 24.7 to 24.12 or the Cessation Plan, the provisions of these paragraphs 24.7 to 24.12 and the Cessation Plan shall prevail.
- 24.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in paragraphs 24.7 to 24.11 inclusive.
- 24.9 As from the date of receipt by the Supplier of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Buyer shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 24.9.1 an orderly and efficient cessation or (at the Buyer's election) a transition to the Buyer or such other entity as the Buyer may specify of: (i) the Deliverables; or (at Buyer's election), (ii) the part of the Deliverables which are affected by the Public Procurement Termination Grounds; and
- 24.9.2 minimal disruption or inconvenience to the Buyer or to customers of the Deliverables or to public passenger transport services or facilities,
- in accordance with the provisions of these paragraphs 24.7 to 24.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 24.10 Upon agreement, or determination by the Buyer, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 24.11 The Buyer shall (notwithstanding the provisions of paragraph 5.3) pay the **Supplier's** reasonable costs in assisting the Buyer in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by the Buyer, provided that the Buyer shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of the Order Contract as a result of Public Procurement Termination Grounds.
- 24.12 For the avoidance of doubt, the provisions of this paragraph 24 (and applicable definitions) shall survive any termination of the Order Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.
25. 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 Order Contract.
26. Counterparts
- The Order 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.
27. Electronic signature
- Where the Parties agree to execute the Order Contract using an electronic signature, the Parties agree and acknowledge that the use of an electronic signature will have the same validity and legal effect as the use of a signature made by hand and is made with the intention of authenticating the Order Contract and evidencing the **Parties' intention to be** bound by the terms and conditions contained in the Order Contract.

Annex 1 to the Order Special Terms

Form of Parent Company Guarantee, Performance Bond and Legal Opinion -Not
Used

Attachment A – Form of Parent Company Guarantee

(Letterhead of Parent Company)

To: [insert name and address of the Buyer] (the "Buyer")

Date:

Dear Sir/Madam

We, [insert name of Guarantor] ("the Guarantor"), understand that you have agreed to enter into an Order Contract No [insert Contract number] ("the Contract") with [insert name of Supplier] ("the Supplier") in respect of [briefly describe nature of Contract] on the condition that the obligations of the Supplier under the Contract be guaranteed by a Guarantor.

We are [recite the relationship of the Guarantor to the Supplier], and we warrant to you that this description of our relationship with/to the Supplier is true and accurate in all material respects.

WE HEREBY AGREE AND UNDERTAKE with you as follows: -

- (a) Subject to paragraph (c) below, we unconditionally guarantee on demand:
 - (i) the proper, complete and punctual performance by the Supplier of any and all its obligations, undertakings and responsibilities under the Contract and we shall forthwith make good any default thereunder on the part of the Supplier; and
 - (ii) the due and punctual payment by the Supplier of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplierwhen and as the same shall become due for performance or payment (as the case may be).
- (b) Subject to paragraph (c) below, as a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Supplier in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph (a) above, we shall on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Supplier were the primary obligor. Any payment under this Guarantee shall be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.
- (c) Our maximum aggregate financial liability to you arising out of or in connection with this Guarantee shall be limited to £10,000,000 (ten million pounds Sterling), it being acknowledged and agreed that you shall be entitled to make more than one demand under this Guarantee provided that in total those demands do not exceed £10,000,000 (ten million pounds Sterling).
- (d) This Guarantee shall be a continuing security and shall remain in full force and effect until all obligations to be performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed and the Supplier shall have ceased to be under any actual or contingent liability to you thereunder.
- (e) Any demand or other notice made by you under this Guarantee shall be duly made if sent by first class recorded delivery post to us.

- (f) You shall be entitled to enforce this Guarantee without first notifying the Supplier of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Supplier or any person.
- (g) If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum shall still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

PROVIDED THAT:

- 1. We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Contract if we had been named as the Supplier in the Contract.
- 2. Our obligations hereunder are those of primary obligor and shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
 - (a) any alteration or variation to the terms of the Contract made by agreement between you and the Supplier (including, without limitation, any increase in the **Supplier's obligations under the Contract or any alteration in the extent or nature** or sequence or method or timing of the Services to be carried out under the Contract) or any novation of the Contract (in whole or in part); or
 - (b) any time being given to the Supplier or any other indulgence, waiver, concession, forbearance or forgiveness to the Supplier (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Contract; or
 - (c) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; or
 - (d) the release or waiver of any such bond, security or guarantee referred to in paragraph 2(c) above; or
 - (e) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Supplier; or
 - (f) the winding-up, bankruptcy, administration, receivership or insolvency of the Supplier; or
 - (g) any legal limitation, disability or incapacity relating to the Supplier or discharge by operation of law or any change in the constitution, name or style of the Supplier or any other person (whether or not known to you); or
 - (h) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Supplier under the Contract; or
 - (i) the termination or partial termination of the Contract or the cessation of any Services for any reason or the making of any variation to the Services in accordance with the Contract; or
 - (j) any claim or enforcement of payment from the Supplier or any other person;
 - (k) any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.
- 3. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy which we may have against the Supplier in respect of any payment made by or sum recovered from us

pursuant to or in connection with this Guarantee or prove in any liquidation of the Supplier in competition with you for any sums or liabilities owing or incurred to us by the Supplier in respect of any such payment by or recovery from us or take or hold any security from the Supplier in respect of any liability of ours hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.

4. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.
5. This Guarantee is irrevocable.
6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

7. For the purposes of this Guarantee we hereby appoint of (to be a London address) to accept service of process on our behalf, and service on the said at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____

[Parent Company]) Director

acting by a Director and the)

Secretary or by two Directors) _____

Director/Secretary

OR

The common seal of) _____

[Parent Company]) Director

was affixed in the presence of:)

) _____

Director/Secretary

Attachment B – Form of Legal Opinion for used with Parent Company Guarantee

To: [insert name and address of the Buyer]

Date:

Dear Sir/Madam

I am counsel to and I am giving this legal opinion in connection with the making by of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "Guarantee") dated made between (the "Guarantor") and [insert name of Buyer] (the "Buyer"). **Terms** defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of I am pleased to advise that in my opinion:
 - (a) the Guarantor was incorporated in on as a [company with limited liability] and validly exists under the laws of as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
 - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
 - (c) the entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
 - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
 - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;
 - (iii) any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;
 - (d) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of and in the courts of

- (e) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
 - (f) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
 - (g) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (*pari passu*) in point of priority and security with any and all other unsecured obligations of the Guarantor;
 - (h) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
 - (i) there are no registration, stamp or other taxes or duties of any kind payable in in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
 - (j) the Buyer will not violate any law or regulation in nor become liable to tax in by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in in order to enforce any provisions of the Guarantee;
 - (k) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the Courts;
 - (l) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
 - (m) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the courts without re-trial or re-examination of the merits of the case;
 - (n) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
 - (o) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.
3. This legal opinion is confined to matters of [*tbc*] law in force as at the date on which this opinion is given [including any European Union law applicable in [*tbc*]]. I express no opinion on European law as it affects or would be applied in any jurisdiction other than [*tbc*]. I express no opinion on any laws of any jurisdictions other than [*tbc*]. This legal opinion is given on the basis that all matters relating to its enforceability will be governed by, and that it (including all terms used in it) will be construed in accordance with English law and that any question arising from the interpretation of this letter of opinion will be subject to the exclusive jurisdiction of the English courts.
- This legal opinion is based solely on an examination of the documents and the enquiries listed in Schedule 1 (Documents and Enquiries), subject to the assumptions set out in Schedule 2 (Assumptions) and to the qualifications and observations, set out in Schedule 3 (Qualifications). I have assumed that any matters which are or could be material in the context of my delivery of this legal opinion have been disclosed to me.

4. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of and accordingly express no legal opinion herein based upon any law other than the laws of

Signed

Schedule 1 (Documents and Enquiries): [tbc to the reasonable satisfaction of the Buyer)]

Schedule 2: (Assumptions): [tbc to the reasonable satisfaction of the Buyer)]

Schedule 3: (Qualifications): [tbc to the reasonable satisfaction of the Buyer)]

Attachment C – Form of Performance Bond

(Letterhead of Bank)

To: [insert name and address of the Buyer]

Date:

Dear Sir/Madam

IN CONSIDERATION of you entering into Order Contract No [] ("the Contract") with [insert name of Supplier] ("the Supplier") in respect of [insert brief description of scope of contract] we [insert name of Bank] ("the Bank") hereby undertake upon first demand in writing made by you upon us from time to time or at any time to pay on each occasion the sum demanded by you on the terms and conditions set out in this letter ("**this Bond**").

PROVIDED THAT:

1. This Bond shall come into force on the date of this Bond.
2. Any demand under this Bond shall be substantially in the form of either Annex 1 or Annex 3 to this Bond as required by the circumstances in which such demand is made, and as between you and us the facts set out in that demand shall (a) be deemed to be true and (b) shall be accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due to you under this Bond.
3. Any demand in the form of Annex 1 shall be accompanied by a copy of a letter from you sent to the Supplier by first class recorded post 14 or more days before the date of the demand, substantially in the form of Annex 2 of this Bond.

* Delete as appropriate

* (Option 1 - No reduction in amounts payable under the Bond.)

4. Our liability under this Bond shall be limited so as not to exceed the aggregate sum of £_____ and we shall have no liability under this Bond in respect of any demand dated after the expiry date of the Contract.

* (Option 2 - Reducing amounts payable under the Bond.)

4. Our liability under this Bond shall be limited as follows: -
 - (a) in respect of a demand or demands dated before the date of [e.g. on the completion of a delivery milestone] under the Contract, our liability shall not exceed in aggregate the sum of £_____ ;
 - (b) in respect of a demand or demands dated after the date of _____ [e.g. completion of a delivery milestone] under the Contract but before the expiry date of the Contract, our liability shall not exceed an amount equal to the aggregate sum of £_____ less the aggregate of sums already paid by us in respect of demands made pursuant to paragraph 4(a) above; and
 - (c) we shall have no liability under this Bond in respect of any demand dated after the expiry date of the Contract.
5. Our obligations under this Bond shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
 - (a) any alteration or variation to the terms of the Contract made by agreement between you and the Supplier including, without limitation, any alteration in the extent or nature or sequence or method or timing of the Deliverables to be carried out under the Contract or any novation of the Contract (in whole or in part); or

- (b) any defence, counterclaim, withholding, set off or other deduction available to the Supplier under the Contract or otherwise; or
 - (c) any time being given to the Supplier or any other indulgence, waiver, concession, forbearance or forgiveness to the Supplier whether express or by conduct or any other thing done, omitted or neglected to be done under the Contract; or
 - (d) any other bond, security or guarantee now or subsequently held by you for all or any part of the obligations of the Supplier under the Contract; or
 - (e) the release or waiver of any such bond, security or guarantee referred to in paragraph 5(d) above; or
 - (f) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Supplier;
 - (g) the termination of the Contract for any reason; or
 - (h) any other event which would or might operate to discharge a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish your liability under this Bond; or
 - (i) the winding-up, bankruptcy, administration, receivership or insolvency of the Supplier; or
 - (j) any legal limitation, disability, incapacity, discharge by operation of law, change in the constitution, name or style of the Supplier or any other person relating to the Supplier (whether or not known to you); or
 - (k) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Supplier.
6. Any payment under this Bond shall be made by us in pounds sterling [or in any currency which may from time to time replace pounds sterling].
7. This Bond is irrevocable.
8. Terms defined in the Contract and not otherwise defined in this Bond shall have the same meaning in this Bond.
9. This Bond, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Bond except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.
10. You will be entitled to assign the benefit of this Bond in whole or in part but we may not assign the benefit and/or delegate the burden of this Bond in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
11. If any provision (in whole or in part) of this Bond is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Bond and shall be ineffective, without, so far as is possible, modifying any other provision of this Bond and this shall not affect any other provisions of this Bond which shall remain in full force and effect.
12. Any demand or other notice made by you under this Bond shall be duly made if sent by first class recorded delivery post to us.

[For non-UK resident banks with only a branch or office in the UK :

10. For the purposes of this Bond we hereby appoint of
[to be a London address] to accept service of process on our behalf, and service on the said at the said address shall be deemed to be good service on us and we hereby irrevocably agree not to revoke or terminate such appointment.]

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____
[Bank]) Director
acting by a Director and the) _____
Secretary or by two Directors) Director/Secretary

The common seal of [Bank]) _____
was affixed to this Deed in) Director
the presence of) _____
Director/Secretary

Annex 1 to Performance Bond

Form of Demand from the Buyer to [the bank]

Dear Sirs

Order Contract No [] (**the "Contract"**) in respect of services for []

We refer to the Bond given by you to us dated []. We enclose a copy of a letter from us to [insert name of Supplier] ("the Supplier") which was sent to the Supplier by first class recorded post on [] which is more than 14 days before the date of this demand.

The Supplier has not taken steps which we consider adequate to remedy the breaches.

* Delete as appropriate

* (Option 1 - No reduction in amounts payable under the bond.)

The expiry date under the Contract has not been reached.

* (Option 2 - Reducing amounts payable under the bond.)

[e.g. a delivery milestone] has/has not been achieved and the expiry date under the Contract has not been reached.

We hereby demand from you the sum of £[] under your Bond. Please make payment by your cheque in sterling payable to [insert name of Buyer].

Yours faithfully

On behalf of [insert name of Buyer]

Annex 2 to Performance Bond

Form of letter from the Buyer to the Supplier

To be sent by first class Recorded Delivery post

Dear Sirs

Order Contract No [] in respect of services for []

As explained in [previous letters to you/our letter dated to you] you are in breach of your obligations under Order Contract No. [], and you have neither remedied nor implemented sufficient steps to remedy, those breaches.

This letter therefore notifies you that unless within 14 days from the date of this letter you take steps which we consider adequate to remedy the breaches we shall be entitled without further notice to you to call for payment under the Bond given on your behalf by [*name of bank*] dated [DATE].

Yours faithfully

On behalf of [*insert name of Buyer*]

Annex 3 to Performance Bond

Alternative form of demand from the Buyer to [the bank]

Dear Sirs

Order Contract No [] (**the "Contract"**) in respect of services for []

We refer to the Bond given by you to us dated [].

* Delete as appropriate

* (Option 1 - No reduction in amounts payable under the Bond.)

An event has occurred of a type described in in Clause 10.4.1 of the DPS Core Terms (or which is otherwise provided in the Order Contract as being an event to which Clause 10.4.1 of the DPS Core Terms applies) which entitles us (inter alia) to terminate the Contract in accordance with that Clause.

The expiry date under the Contract has not been reached.

* (Option 2 - Reducing amounts payable under the Bond.)

An event has occurred of the type described in Clause 10.4.1 of the DPS Core Terms (or which is otherwise provided in the Order Contract as being an event to which Clause 10.4.1 of the DPS Core Terms applies) which entitles us (inter alia) to terminate the Contract in accordance with that clause.

[*e.g. a delivery milestone*] has/has not been achieved and the expiry date under the Contract has not been reached.

We hereby demand payment from you of the sum of £[] under your Bond. Please make payment by your cheque in sterling payable to [*insert name of Buyer*].

Yours faithfully

On behalf of [*insert name of Buyer*]

Annex 2 to the Order Special Terms

Form of Subcontractor Warranty Agreement – Not Used

THIS AGREEMENT made the _____ day of _____ 20____

BETWEEN

1. [The Buyer – company details to be inserted](the "Buyer"); and
2. [] a company registered in England and Wales under number [] and having its registered office at [] (the "Subcontractor").

WHEREAS

- (1) The Buyer has entered into an Order Contract dated [] day of [] 20[] ("the Contract") with [] (the "Supplier") for the [insert description of Services] (the "Services"); and
- (2) By an agreement dated [] day of [] 20[] (the "Subcontract") the Supplier appointed the Subcontractor to [insert description of Services] (the "Subcontract Services").

IN CONSIDERATION of the payment of £5 (five pounds Sterling) by the Buyer to the Subcontractor (receipt of which the Subcontractor acknowledges), it is agreed that:

- | | |
|-------|--|
| 1. | Without prejudice to any other warranties expressed in the Subcontract or implied by law, the Subcontractor warrants and undertakes to the Buyer that: |
| 1.1 | it shall provide the Subcontract Services in a good and workmanlike manner in accordance with the Contract; |
| 1.2 | the Subcontract Services: |
| 1.2.1 | shall be carried out with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service Suppliers providing services of a similar scope, type, and complexity to the Subcontract Services; |
| 1.2.2 | shall be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract; |
| 1.2.3 | shall be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining any equipment or using any premises referred to in the Contract, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard; |
| 1.2.4 | shall be provided in accordance with the best industry principles and practices in the activity concerned and in accordance with the standards referred to in the Contract; |
| 1.3 | shall comply with all the requirements of any Act of Parliament, Statutory Instrument or Order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the Subcontractor's business and/or the Buyer's business from time to time in force which are or may become applicable to the Subcontract Services; |
| 1.4 | all materials and/or goods supplied under the Subcontract and any equipment (or any part thereof) designed or replaced by the Subcontractor shall be new and shall in all respects be fit for the purposes for which such is intended (awareness of which purposes the Subcontractor acknowledges) and in particular but without limitation will be capable of operation as part of any system referred to in the Contract or Subcontract and be so fit at least for the Contract period and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods; |

- 1.5 it has complied and shall continue to comply with the terms of, and shall regularly and diligently carry out, its obligations under the Subcontract;
- 1.6 it shall procure that any subcontractor engaged by it who undertakes any part of the Subcontract Services shall enter into warranties in favour of the Buyer in terms identical (save as to the parties) to those set out in this Agreement, insofar as the terms contained in this Agreement are relevant to the scope of such subcontractor responsibility; and
- 1.7 the obligations contained in this Agreement shall apply to the Subcontractor's agents, employees and suppliers, provided that the Subcontractor shall have no greater liability to the Buyer hereunder than it would have had if the Buyer were the Supplier.
2. Each warranty referred to in Clause 1 shall be construed as a separate warranty and shall not be limited or restricted by reference to, or reference from, the terms of any other warranty or any term of the Subcontract.
3. In addition and without prejudice to the warranties given in Clause 1 above, the Subcontractor hereby grants to the Buyer the same warranties as contained in the Contract.
4. The Subcontractor shall (at its own expense) upon request by the Buyer prove to the Buyer's reasonable satisfaction that the goods, materials and workmanship comply with the standards required by the Contract.
5. The Subcontractor shall, save insofar as it is delayed by any event in respect of which the Supplier is granted an extension of time under the Contract for completion of the Services:
 - 5.1 execute, complete and maintain the Subcontract Services in accordance with the provisions of the Subcontract; and
 - 5.2 ensure that the Supplier shall not become entitled to any extension of time for completion of the Services or to claim an additional payment under the Contract due to any failure or delay by the Subcontractor.
6. The Subcontractor shall from time to time supply the Buyer and the Supplier with such information as either may reasonably require.
7. Where the copyright in any drawings, designs, specifications, calculations, sketches and other documents ("copyright material") prepared by the Subcontractor in connection with the Subcontract Services is the property of the Subcontractor, the Subcontractor hereby grants to the Buyer a world-wide, perpetual, royalty-free, non-exclusive and irrevocable licence to copy and use such copyright material for any purposes related to the project including but not limited to the completion, modification, extension, maintenance and reinstatement of the Subcontract Services, as well as operating, maintaining, modifying, repairing, configuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting any equipment provided under the Contract and/or continuing any element of the Subcontract Services and the Buyer shall be entitled to assign such rights to any nominee or successor and sub-license such rights to any third party.
8. The parties hereby agree that:
 - 8.1 This Agreement shall be personal to the Subcontractor who shall not be entitled to assign or subcontract any part of the Subcontract or this Agreement without the prior written consent of the Buyer;
 - 8.2 The Buyer may assign the benefit of this Agreement to any third party;
 - 8.3 The rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
9. Nothing in the Subcontractor's tender or any specification, drawing, programme or other document put forward by or on behalf of the Subcontractor and no approval, consent, comment, acknowledgement, confirmation or advice at any time given by or on behalf of

any person shall operate to exclude or limit the Subcontractor's liability for any breach of its obligations hereunder.

10. Any provisions relating to dispute resolution which are set out in the Agreement shall be deemed to apply to this Agreement as if they were set out herein (*mutatis mutandis*).
11. If any dispute of any kind whatsoever (the "Dispute") arises between the parties in connection with this Agreement or the Subcontract Services which raises issues which are in the opinion of the Buyer the same as or substantially the same as issues raised in a related dispute (the "Related Dispute") between the Buyer and the Supplier and such Related Dispute has already been referred to a mediator appointed under provisions to that effect contained in the Contract, then the Subcontractor hereby agrees that the Buyer may, at its discretion, by giving notice in writing to the Subcontractor, refer the Dispute to the mediator appointed to determine the Related Dispute. In this event such conciliator shall have power to give such directions for the determination of the Dispute and the Related Dispute as he/she may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him/her.
12. Both the Buyer and the Subcontractor acknowledge that in entering into this Agreement they are not relying upon any representation, warranty, or assurance made or given by the other party or any other person, whether or not in writing at any time prior to the execution of the Contract which is not expressly set out herein provided that nothing in this Clause 12 excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.
13. Any notice to be given to either party hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery:
 - 13.1 in the case of the Buyer to the Buyer's address for notices as set out in the Contract; and
 - 13.2 in the case of the Subcontractor to: []and any such notices shall be deemed to be received 2 working days after being posted, if sent by registered post or recorded delivery, or immediately, if delivered by hand.
14. It is agreed that nothing in this Agreement shall negate or diminish any duty or obligation owed to the Buyer by the Subcontractor.
15. This Agreement shall be governed by and construed according to laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.
16. Subject to Clause 16.1 below, any person who is not a party to this Agreement shall not have any benefit from or any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
 - 16.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to the Contract to the effect that any member of the Buyer (as such term is defined in the Contract) shall have the right to enforce any provision contained in the Contract against the Subcontractor to the extent that such provision confers a benefit or purports to confer a benefit on that member of the Buyer (as such term is defined in the Contract).
 - 16.2 Notwithstanding Clause 16.1 above, the Parties are entitled to waive time, vary any term of the Agreement or rescind the Agreement (if applicable) without the consent of any or all members of the Buyer (as such term is defined in the Agreement).

Annex 3 to the Order Special Terms

Timber Standards

Timber Standards Appendix

Aim of KPI:

Implement the GLA Sustainable Timber Policy

Implement TfL environmental objective: Reduce resource consumption and improve green procurement

Reporting period	
Date	
Completed by	
Title	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2007	2008	2009	2010	2011
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per Order Contract.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per Order Contract				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

Annex 4 to the Order Special Terms

The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

1.1.1 There is no forced, bonded or involuntary prison labour.

1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

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

1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

1.4.1 There shall be no new recruitment of child labour.

1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.

1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.
- 1.6 WORKING HOURS ARE NOT EXCESSIVE
 - 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
 - 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.
- 1.7 NO DISCRIMINATION IS PRACTICED
 - 1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 1.8 REGULAR EMPLOYMENT IS PROVIDED
 - 1.8.1 To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.
 - 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.
- 1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED
 - 1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.
- 1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE
 - 1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.
- 1.11 DEFINITIONS
 - 1.11.1 In this Annex 4:

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

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

"ILO" means the "International Labour Organization"; and

"Young person" shall mean any worker over the age of a child as defined above and under the age of 18.

Annex 5 to the Order Special Terms

Calculation and payment of the Turnover Charge

1. Defined terms

1.1 In this Annex:

1.1.1 **"Gross Turnover" means, in relation to a Site (the "Relevant Site"), the total of all moneys or other consideration received or receivable by the Supplier or any other person for all goods and services sold or performed by the Supplier or on the Supplier's behalf from the Relevant Site (including, for the avoidance of doubt, in respect of any permitted advertising and/or sponsorship materials displayed by the Supplier at the Relevant Site) calculated in accordance with this Annex, it being acknowledged and agreed that where any moneys or other consideration are received or receivable in part in relation to goods and services sold or performed by the Supplier (or on the Supplier's behalf) from the Relevant Site and in part in relation to other activities of the Supplier which are not connected with the Relevant Site (including, for example, income deriving from any Customer subscription charging schemes operated by the Supplier across multiple sites within its portfolio of charge point locations) (the "Intermingled Turnover"):**

1.1.1.1 a reasonable proportion of such Intermingled Turnover (having regard to all the circumstances, including the respective size and **nature of the relevant Site) (the "Reasonable Proportion") shall be included in the Gross Turnover for such Relevant Site; and**

1.1.1.2 the Supplier shall provide such information as the Buyer may reasonably require to evidence the total amount of the Intermingled Turnover received by the Buyer and the basis on which the applicable Reasonable Proportion has been calculated by the Supplier;

1.1.2 **"Turnover Certificate" means the certificate to be produced by the Supplier under paragraph 2.3 of this Annex;**

1.1.3 **"Turnover Charge" means an amount equal to the Gross Turnover for a Turnover Period multiplied by the Turnover Percentage;**

1.1.4 **"Turnover Charge Advance Payment Dates" means:**

1.1.4.1 31 March;

1.1.4.2 30 June;

1.1.4.3 30 September; and

1.1.4.4 31 December;

and references to "Turnover Charge Advance Payment Date" shall be construed accordingly;

1.1.5 **"Turnover Percentage" means the percentage amount specified in the Order Form to which the Relevant Site relates;**

1.1.6 **"Turnover Period" means:**

1.1.6.1 first, the annual period starting on the Start Date of the Order Contract to which the Relevant Site relates;

- 1.1.6.2 then, each subsequent annual period falling wholly within the Order Contract Period of the Order Contract to which the Relevant Site relates; and
 - 1.1.6.3 finally, the annual or shorter period ending on the last day of the Order Contract Period of the Order Contract to which the Relevant Site relates; and
 - 1.1.7 **"Turnover Records"** means all accounts, bank statements, tax records and other written or computer records or documents maintained or which ought to be maintained for the purpose of recording and verifying the Gross Turnover.
- 1.2 The following are to be included in the Gross Turnover:
 - 1.2.1 all moneys received or receivable from any sales which are received, made at or fulfilled from the Relevant Site; and
 - 1.2.2 all bonuses, commissions, payments or discounts received or receivable from third parties relating to any activity, transactions or services concluded at or from the Relevant Site.
- 1.3 Sums received or receivable in respect of VAT will not be included in the Gross Turnover.
- 1.4 For the purposes of calculating the Gross Turnover:
 - 1.4.1 no deduction is to be made for bad or doubtful debts or for discounts or commissions payable to the supplier of credit; and
 - 1.4.2 moneys are to be treated as being received or receivable by the Supplier notwithstanding that payment is made or is payable in whole or in part to any other person.
- 2. Turnover Records
 - 2.1 The Supplier must maintain Turnover Records at a place where the Buyer can reasonably inspect them. The Supplier must allow the Buyer and its accountants and other authorised agents to have access to and inspect the Turnover Records.
 - 2.2 The Supplier acknowledges that it owes the Buyer a duty of the utmost good faith to maintain full and accurate Turnover Records to enable the Buyer properly and accurately to determine the Gross Turnover.
 - 2.3 Within thirty (30) days after the end of each Turnover Period, the Supplier must deliver a Turnover Certificate to the Buyer signed by a professionally qualified independent accountant from a reputable firm of chartered accountants certifying the amount of the Gross Turnover during that Turnover Period.
 - 2.4 Without limiting any other rights the Buyer may have:
 - 2.4.1 any inaccurate maintenance of Turnover Records by the Supplier; or
 - 2.4.2 the provision of an inaccurate Turnover Certificate by the Supplier,which the Buyer (acting reasonably) considers to be deliberate shall be regarded as a material Default (as defined in Joint Schedule 1 (*Definitions*)) of the Order Contract not capable of remedy for the purpose of clause 10.4 of the DPS Core Terms (unless the Buyer in its sole discretion elects to permit the Supplier to remedy the same).

3. Calculation and payment of Turnover Charge
 - 3.1 Upon receipt of a Turnover Certificate, the Buyer will calculate the Turnover Charge payable for the relevant Turnover Period and serve a written demand on the Supplier for the relevant Turnover Charge. In calculating the Turnover Charge payable:
 - 3.1.1 the Buyer will take into account any sums paid by the Supplier under paragraph 3.4; and
 - 3.1.2 if any sums paid by the Supplier under paragraph 3.4 exceed the Turnover Charge for the relevant Turnover Period, the excess is to be credited by the Buyer against the next payment of Turnover Charge due from the Supplier under paragraph 3.4.
 - 3.2 The Supplier must pay the Buyer the amount of Turnover Charge demanded by the Buyer within thirty (30) calendar days after the service of the demand. If the Supplier does not do so, the Supplier will be liable to pay the Buyer interest in accordance with paragraph 5.4 of the Order Special Terms calculated from the date the Buyer demanded the Turnover Charge.
 - 3.3 If the Supplier does not deliver a Turnover Certificate within the period required by paragraph 2.3:
 - 3.3.1 the Buyer's **agent, acting as an expert, will make a reasonable** estimate of the Turnover Charge that the Supplier should have paid for the relevant Turnover Period;
 - 3.3.2 the Supplier must pay to the Buyer on demand an amount equal to that reasonable estimate together with interest in accordance with paragraph 5.4 of the Order Special Terms on the amount demanded calculated for the period starting on the date by which the Supplier should have provided the Turnover Certificate under paragraph 2.3 and ending on the date on which the Supplier pays the Buyer the amount demanded; and
 - 3.3.3 any overpayment of Turnover Charge that results from this is to be credited by the Buyer against the next payment of Turnover Charge due from the Supplier. The Supplier will not be entitled to any credit in respect of interest paid by the Supplier under this paragraph 3.3.
 - 3.4 If the Buyer requests the Supplier to do so, after the first Turnover Period the Supplier must pay to the Buyer in advance on each Turnover Charge Advance Payment Date on account of the Supplier's **liability for Turnover Charge an amount equal to one quarter of the** Turnover Charge for the previous Turnover Period.

Annex 6 to the Order Special Terms

Quarterly SLNT Monitoring Report Template

SLNT Reporting Table						
Organisation						
TfL Contract / Project						
Date						
SLNT Reporting Period (Quarter)						
SLNT Activity Area	Priority Output	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information
				SLNT Value	SLNT Totals	
Apprentices <i>(monitoring data to be provided on Sheet 3)</i>						
New Entrant - Level 2-3 (FTE)	Y			1	0	
New Entrant - Level 4+ (FTE)	Y			1.5	0	
Social Mobility - Level 2-3 (FTE)	Y			1	0	
Social Mobility - Level 4+ (FTE)	Y			1.5	0	
Exisiting Employee - Level 2-3 (FTE)	Y			1	0	
Exisiting Employee - Level 4+ (FTE)	Y			1.5	0	
Apprenticeship Success <i>(monitoring data to be provided on Sheet 2)</i>						
Completion (FTE)				1	0	
Job Creation <i>(monitoring data for placements to be provided on Sheet 2)</i>						
Social Mobility (FTE)				1	0	
Job Creation <i>(monitoring data to be provided on Sheet 2)</i>						
Targeted Placement Position (Days)				10	0	
Placement Positions (Days)				20	0	
Educational Engagement (Days)				20	0	
			Total SLNT Activity		0	
			Priority Activities		0	

Annex 7 to the Order Special Terms

Reporting Periods

Financial Year	Start of Reporting Period 1	Start of Reporting Period 2	Start of Reporting Period 3	Start of Reporting Period 4	Start of Reporting Period 5	Start of Reporting Period 6	Start of Reporting Period 7	Start of Reporting Period 8	Start of Reporting Period 9	Start of Reporting Period 10	Start of Reporting Period 11	Start of Reporting Period 12	Start of Reporting Period 13	End of Reporting Period 13
2022-23	01/04/2022	01/05/2022	29/05/2022	26/06/2022	24/07/2022	21/08/2022	18/09/2022	16/10/2022	13/11/2022	11/12/2022	08/01/2023	05/02/2023	05/03/2023	31/03/2023
2023-24	01/04/2023	30/04/2023	28/05/2023	25/06/2023	23/07/2023	20/08/2023	17/09/2023	15/10/2023	12/11/2023	10/12/2023	07/01/2024	04/02/2024	03/03/2024	31/03/2024
2024-25	01/04/2024	28/04/2024	26/05/2024	23/06/2024	21/07/2024	18/08/2024	15/09/2024	13/10/2024	10/11/2024	08/12/2024	05/01/2025	02/02/2025	02/03/2025	31/03/2025
2025-26	01/04/2025	27/04/2025	25/05/2025	22/06/2025	20/07/2025	17/08/2025	14/09/2025	12/10/2025	09/11/2025	07/12/2025	04/01/2026	01/02/2026	01/03/2026	31/03/2026
2026-27	01/04/2026	03/05/2026	31/05/2026	28/06/2026	26/07/2026	23/08/2026	20/09/2026	18/10/2026	15/11/2026	13/12/2026	10/01/2027	07/02/2027	07/03/2027	31/03/2027
2027-28	01/04/2027	02/05/2027	30/05/2027	27/06/2027	25/07/2027	22/08/2027	19/09/2027	17/10/2027	14/11/2027	12/12/2027	09/01/2028	06/02/2028	05/03/2028	31/03/2028
2028-29	01/04/2028	30/04/2028	28/05/2028	25/06/2028	23/07/2028	20/08/2028	17/09/2028	15/10/2028	12/11/2028	10/12/2028	07/01/2029	04/02/2029	04/03/2029	31/03/2029
2029-30	01/04/2029	29/04/2029	27/05/2029	24/06/2029	22/07/2029	19/08/2029	16/09/2029	14/10/2029	11/11/2029	09/12/2029	06/01/2030	03/02/2030	03/03/2030	31/03/2030
2030-31	01/04/2030	28/04/2030	26/05/2030	23/06/2030	21/07/2030	18/08/2030	15/09/2030	13/10/2030	10/11/2030	08/12/2030	05/01/2031	02/02/2031	02/03/2031	31/03/2031
2031-32	01/04/2031	27/04/2031	25/05/2031	22/06/2031	20/07/2031	17/08/2031	14/09/2031	12/10/2031	09/11/2031	07/12/2031	04/01/2032	01/02/2032	29/02/2032	31/03/2032
2032-33	01/04/2032	02/05/2032	30/05/2032	27/06/2032	25/07/2032	22/08/2032	19/09/2032	17/10/2032	14/11/2032	12/12/2032	09/01/2033	06/02/2033	06/03/2033	31/03/2033
2033-34	01/04/2033	01/05/2033	29/05/2033	26/06/2033	24/07/2033	21/08/2033	18/09/2033	16/10/2033	13/11/2033	11/12/2033	08/01/2034	05/02/2034	05/03/2034	31/03/2034
2034-35	01/04/2034	30/04/2034	28/05/2034	25/06/2034	23/07/2034	20/08/2034	17/09/2034	15/10/2034	12/11/2034	10/12/2034	07/01/2035	04/02/2035	04/03/2035	31/03/2035

Annex 8 to the Order Special Terms

Service Levels

1A. Definitions

In this Annex:

- (a) "Acceptable Service Level" has the meaning given to it in paragraph 1.10(d);
- (b) "Contact Centre" means a customer service function operated by the Supplier to enable Customers to register queries and/or complaints with the Supplier in connection with the provision of the Deliverables by the Supplier;
- (c) "Incident" has the meaning given to it in paragraph PI 2.1;
- (d) "End Point" has the meaning given to it in paragraph 1.10(c);
- (e) "Management Information Data" means data which shows the pattern and extent of usage of the Charge Points operated under the Order Contract, including as a minimum the categories of data set out at in Section 12 of the Order Specification;
- (f) "Performance Indicator Table" has the meaning given to it in paragraph 1.10;
- (g) "PIs" has the meaning given to it in paragraph 1.10 (and reference to a "PI" shall be construed accordingly);
- (h) "Service Levels" means the minimum service levels for the Deliverables as set out in this Annex;
- (i) "SL Rectification Plan" has the meaning given to it in paragraph 2.1;
- (j) "SLRP Implementation Timeframe" has the meaning given to it in paragraph 2.1(ii);
- (k) "SLRP Improvements" has the meaning given to it in paragraph 2.1(i); and
- (l) "Start Point" has the meaning given to it in paragraph 1.10(b).

1. Service Level Monitoring

1.1 This Annex sets out the Service Levels required for:

- (a) operation and maintenance of Charge Point infrastructure; and
- (b) Customer support and the processes to facilitate the monitoring of these Service Levels.

1.2 The Supplier shall implement systems to monitor the performance of its service to ensure that its Charge Points and Customer support functions adhere to the requirements of the Order Contract.

1.3 **The Supplier's performance in meeting the Service Levels in respect of each PI shall be reported, monitored and assessed each Reporting Period in accordance with the Order Specification.**

1.4 In addition to providing the Management Information Data each Reporting Period in accordance with the Order Specification, the Supplier shall measure and provide such data **as is reasonably required by the Buyer for the purposes of monitoring the Supplier's performance in meeting the Service Levels below in accordance with the Order Specification.**

- 1.5 The Supplier shall be responsible for ensuring that all Management Information Data is accurately prepared, using up to date and accurate data.
- 1.6 In complying with its obligations under Section 6.4 of the Order Specification, the Supplier shall:
- (a) make available Management Information Data to the Buyer via a dedicated SharePoint site provided by the Buyer on condition that:
 - (i) the Supplier shall ensure that the Management Information Data provided via the SharePoint site is an accurate reflection of the data held by the Supplier; and
 - (ii) where the SharePoint site is unavailable for any reason, the Supplier shall provide the required Management Information Data via electronic transfer and in so doing shall ensure that all such **Management Information Data is compatible with the Buyer's** software and is an accurate reflection of the data held by the Supplier; and
 - (b) **at the Buyer's request, transfer electronically such Management Information** Data (or reports in relation to the same) as the Buyer may specify and shall at all times ensure that all such Management Information Data, or reports in **relation to the same, are compatible with the Buyer's software and are an** accurate reflection of the data held by the Supplier.
- 1.7 The Supplier shall ensure that the production and analysis of the Management Information Data does not affect the performance of any other element of the Deliverables provided by the Supplier.
- 1.8 If the Buyer or the Supplier identify any errors, omissions or discrepancies in the Management Information Data, without prejudice to any other rights and remedies of the Buyer, the Supplier shall:
- (a) promptly correct such errors, omissions or discrepancies; and
 - (b) republish the Management Information Data within five (5) Business Days of such errors, omissions or discrepancies being identified, or such other period as the Parties may agree.
- 1.9 Where the Supplier believes there are mitigating circumstances for any inaccurate and/or unavailable Management Information Data (as referred to in paragraph 1.8), the Supplier may present to the Buyer:
- (a) reasons why such data is inaccurate and/or unavailable;
 - (b) details of when the data will be accurate and/or available;
 - (c) what actions shall be taken to ensure it shall be accurate and/or available in future; and
 - (d) provide reasonable evidence that the relevant Service Levels were not adversely affected during the period of time in which the relevant data was inaccurate and/or unavailable.
- It is then at the Buyer's discretion as to whether these mitigating circumstances are** accepted and that data can be temporarily removed from the Management Information Data for the relevant Reporting Period.
- 1.10 The table in Attachment A (Performance Indicator Table) to this Annex sets out the **Performance Indicators ("PIs") and the Service Levels for the Services (the "Performance**

Indicator Table"). The Performance Indicator Table sets out the following details in respect of the PIs:

- (a) the 'Performance Indicator Title' column in the Performance Indicator Table gives the name of the PI on which the performance of the Supplier shall be measured;
- (b) the 'Start Point' column in the Performance Indicator Table details the time from when the PI shall start to be measured (the "Start Point");
- (c) the 'End Point' column in the Performance Indicator Table details the time at which the relevant PI ceases to be measured (the "End Point"); and
- (d) the 'Acceptable Service Level' column in the Performance Indicator Table specifies the minimum Service Level that is expected of the Supplier (each an "Acceptable Service Level").

2. Service Failures

2.1 If the Supplier fails to meet the Acceptable Service Level in respect of (as the case may be):

- (a) a specific Service Level in each of three (3) consecutive Reporting Periods;
- (b) different Service Levels in each of six (6) consecutive Reporting Periods; or
- (c) any of the Service Levels in seven (7) of thirteen (13) consecutive Reporting Periods,

then the Supplier shall, without limiting the Buyer's other rights, provide a rectification plan (an "SL Rectification Plan"), which must set out:

- (i) specific performance improvements (the "SLRP Improvements") to be delivered by the Supplier;
- (ii) an associated timeframe for such SLRP Improvements to be achieved (an "SLRP Implementation Timeframe"); and
- (iii) relevant remedial actions to be taken by the Supplier in order to achieve the SLRP Improvements within the SLRP Implementation Timeframe.

The Supplier shall provide such SL Rectification Plan within five (5) Working Days (or such other longer period as the Buyer may, at its discretion, agree).

2.2 Following provision of an SL Rectification Plan in accordance with paragraph 2.1, if the Buyer:

- (a) accepts the Supplier's proposed SL Rectification Plan, then (without limiting the Buyer's other rights) the Supplier shall immediately commence implementation of such SL Rectification Plan in accordance with paragraph 2.4;
- (b) (giving reasonable grounds for its decision) rejects the Supplier's proposed SL Rectification Plan, then paragraph 2.5(b) shall apply; or
- (c) requests amendments to be made to the Supplier's proposed SL Rectification Plan, then the Supplier shall amend the SL Rectification Plan to reflect such amendments and shall re-submit the revised SL Rectification Plan to the Buyer within five (5) Working Days of the Buyer's request (and in such circumstances paragraph 2.3 shall apply).

2.3 If the Buyer:

- (a) accepts a revised SL Rectification Plan submitted to it pursuant to paragraph 2.2(c), **then (without limiting the Buyer's other rights) the Supplier shall** immediately commence implementation of such revised SL Rectification Plan in accordance with paragraph 2.4; or
 - (b) (giving reasonable grounds for its decision) rejects a revised SL Rectification Plan submitted to it pursuant to paragraph(c) 2.2(c), including where such revised SL Rectification Plan does not incorporate the amendments requested by the Buyer pursuant to paragraph 2.2(c) **to the Buyer's satisfaction**, then paragraph 2.5(b) shall apply.
- 2.4 Where the Buyer accepts a proposed SL Rectification plan pursuant to paragraph 2.2(a) (or a revised SL Rectification plan pursuant to paragraph 2.3(a)) then the Supplier shall deploy any additional resources and take all remedial action that is necessary to implement the **relevant SLRP Improvements to the Buyer's satisfaction** (including by taking the actions referred to in paragraph 2.1(iii)) within the applicable SLRP Implementation Timeframe and to prevent the relevant performance failure(s) in question from recurring.
- 2.5 If:
- (a) the Supplier fails to provide an SL Rectification Plan to the Buyer within the required timescale as specified in paragraph 2.1 (or fails to provide a revised SL Rectification Plan to the Buyer within the required timescale as specified in paragraph 2.2(c));
 - (b) the Buyer (giving reasonable grounds for its decision) rejects any SL Rectification Plan submitted to it pursuant to paragraph 2.1 (or rejects any revised SL Rectification Plan submitted to it pursuant to paragraph 2.2(c)); or
 - (c) the Supplier fails to implement relevant SLRP Improvements **to the Buyer's** satisfaction within the applicable SLRP Implementation Timeframe in accordance with paragraph 2.4,
- then, without prejudice to any right to terminate at common law, the Buyer may terminate the Order Contract by giving notice to the Supplier (specifying that such termination will have immediate effect or otherwise stating the date on which such termination shall take effect).
- 2.6 Any termination of the Order Contract pursuant to paragraph 2.5 shall be treated for the purposes of clause 10 (*Ending the Contract*) of the DPS Core Terms as if the Order Contract had been terminated pursuant to clause 10.4.1 of the DPS Core Terms.

3. Performance Indicators

PI 1 Charge Point Availability

- PI 1.1 Subject to paragraphs PI 1.4 and 1.5 below, each Charge Point shall be available for use by Customers in charging their vehicles for more than 97% of the time that the Charge Points are accessible during each Reporting Period. For this purpose, a Charge Point will be deemed to be accessible at all times except to the extent that a Site Agreement explicitly provides otherwise (in which case the period of accessibility specified in the Site Agreement will be the period the Charge Points are or could be accessible for the purposes of this Annex).
- PI 1.2 **A Charge Point is "available" for use** by a Customer for the purposes of this PI 1 if it is providing a Charge Point status of charging or available to the Charge Point management system and there is no issue at the Charge Point that prevents it from:
- (a) allowing a Customer to start a charging session; and
 - (b) allowing a Customer to end a charging session,

and references to "unavailable" will be construed accordingly.

- PI 1.3 **"Charge Point Availability"** for the purposes of the Service Level will be calculated by dividing the sum of the time in minutes that each and every Charge Point within the scope of the Order Contract was both accessible to Customers and available during the applicable Reporting Period (excluding scheduled maintenance time) by the sum of the maximum time in minutes that each and every Charge Point within the scope of the Order Contract could be both accessible to Customers and available during the applicable Reporting Period, expressed as a percentage, as illustrated below:

$$\text{Charge Point Availability} = \frac{\text{Actual minutes Charge Points accessible and available to Customers in a Reporting Period}}{\text{Minutes Charge Points could be both accessible and available to Customers in a Reporting Period}}$$

- PI 1.4 In the event of a power failure, where such failure is outside of the control of the Supplier, those Charge Points affected by such power failure shall not be included in the calculation of Charge Point Availability for the purposes of this Service Level for so long as the power failure continues, provided that, to the extent that any continuation of the power failure is attributable to a failure by the Supplier to carry out any action required by the distribution network operator (DNO) to remedy the fault, any such continuation shall be included in the calculation of Charge Point Availability.
- PI 1.6 Where a Charge Point is unavailable as a result of a Force Majeure Event (as defined in Joint Schedule 1 (*Definitions*)), then (subject to the Supplier complying with its obligations under clause 20.1 of the DPS Core Terms) such Charge Point shall not be included in the calculation of Charge Point Availability for the period during which the Force Majeure Event continues to apply.

PI 2 **Incident Management**

- PI 2.1 The Supplier may be susceptible to a number of incidents whilst operating Charge Points and these have been summarised below including the time frames for resolution which will be the service level for which this PI is measured (each an **"Incident"**):

	Incident 1	Incident 2	Incident 3	Incident 4	Incident 5	Incident 6	Incident 7
Incident Detail	Supplier's Assets present a potential public hazard or serious safety issue	Customer unable to release a vehicle from a Charge Point	Breach of Customer data or financial security	Serious incident impacting on reputation of Supplier or Buyer	Environment and cleanliness of site and Supplier's Charge Points	Major services outage. More than 25% of Supplier's Charge Points (Comprising a minimum of at least 5 Charge Points) are unavailable at any one time.	Permanent damage to a Charge Point
Supplier to Notify Buyer	Yes – Within 30 minutes	No	Yes – Within two hours	Yes – Within two hours	No	Yes – Within two hours	Yes – within 30 minutes
Timeframe to Resolve	2 Hours	2 Hours	5 Days	3 Days	5 Days	5 Days	6 weeks
Incident Examples	a) Charge Point has exposed or live wiring b) Charge Point is causing an obstruction to carriageway		a) Cyber attack	a) Death or serious injury of a Customer or Supplier Staff whilst on duty	a) Litter (not applicable in respect of on-highway Sites) b) Detritus (not applicable in respect of on-highway Sites) c) Fly Posting d) Graffiti	a) Power outage b) Communications failure	a) Road traffic collision with the Charge Point b) Other user damage to the Charge Point

- PI 2.2 An Incident is deemed as having started as soon as the Supplier is notified of the Incident either by a Customer, the Buyer or automatically via the Supplier's own Charge Point management system.
- PI 2.3 An Incident is deemed as having been resolved when:

- (a) in the case of an Incident relating to a Charge Point, a suitably qualified engineer has repaired, inspected and signed that the Charge Point has been made safe and is functioning correctly; or
- (b) in the case of any other Incident, the Supplier has provided satisfactory evidence to the Buyer that the Incident has been resolved.

PI 2.4 Notifications to the Buyer pursuant to this PI 2 shall be provided to the Buyer's Contract Manager or such other person as is in each case specified for the purpose in the Order Contract.

PI 2.5 The primary format for notifications pursuant to this PI 2 will be e-mail communication, provided that the Buyer shall be entitled to specify other methods or formats for notification as part of the applicable requirements associated with the Order Contract.

PI 3 Contact Centre Availability

PI3.1 This PI measures the total amount of time that the Contact Centre is available for in a Reporting Period.

PI 3.2 The Supplier shall ensure that the Contact Centre is available for at least 98.5% of the operational time it is open for within a Reporting Period.

PI 3.3 "Contact Centre Availability" for the purposes of the Service Level is defined as the proportion of time during the Contact Centre's operational hours on each Contact Centre operational day during a Reporting Period that the Contact Centre is available to receive calls from Customers.

PI 3.4 "Available to receive calls" means, for the purposes of PI 3.3, that Customers are able to successfully connect to an operator who is able to take the call from the Customer.

PI 3.5 Contact Centre Availability for the purposes of the Service Level shall be determined by reference to industry standard automated system performance reports, to be provided by the Supplier to the Buyer each Reporting Period as part of the Management Information Data.

PI 4 Queuing Time

PI 4.1 At least 98% of calls into the Contact Centre each Reporting Period shall be answered by an operator within two hundred and forty (240) seconds of the call being received on the queue at the Contact Centre.

PI 4.2 At least 70% of calls into the Contact Centre each Reporting Period shall be answered by an operator within ninety (90) seconds of the call being received on the queue at the Contact Centre.

PI 4.3 Where calls are queued from an Internal Voice Response (IVR) system, the PI shall be measured from when:

- (a) a Customer chooses to redirect the call to an operator; or
- (b) a Customer is automatically redirected to an operator by the IVR system.

PI 4.4 "Queuing Time" for the purposes of the Service Level shall be determined by reference to industry standard automated system performance reports, to be provided by the Supplier to the Buyer each Reporting Period as part of the Management Information Data.

PI 5 Correspondence

PI 5.1 100% of all e-mail (or other means of correspondence agreed by the Parties) shall be responded to by the Supplier on a substantive basis (meaning for these purposes providing

a response which seeks to resolve the relevant question, complaint or other relevant matter and which is not merely a holding response) within five (5) Working Days of receipt.

- PI 5.2 The processing time shall be measured as the elapsed time and date received on the inbound email (or other means of correspondence agreed by the Parties) until the time and date recorded on the response when dispatched.

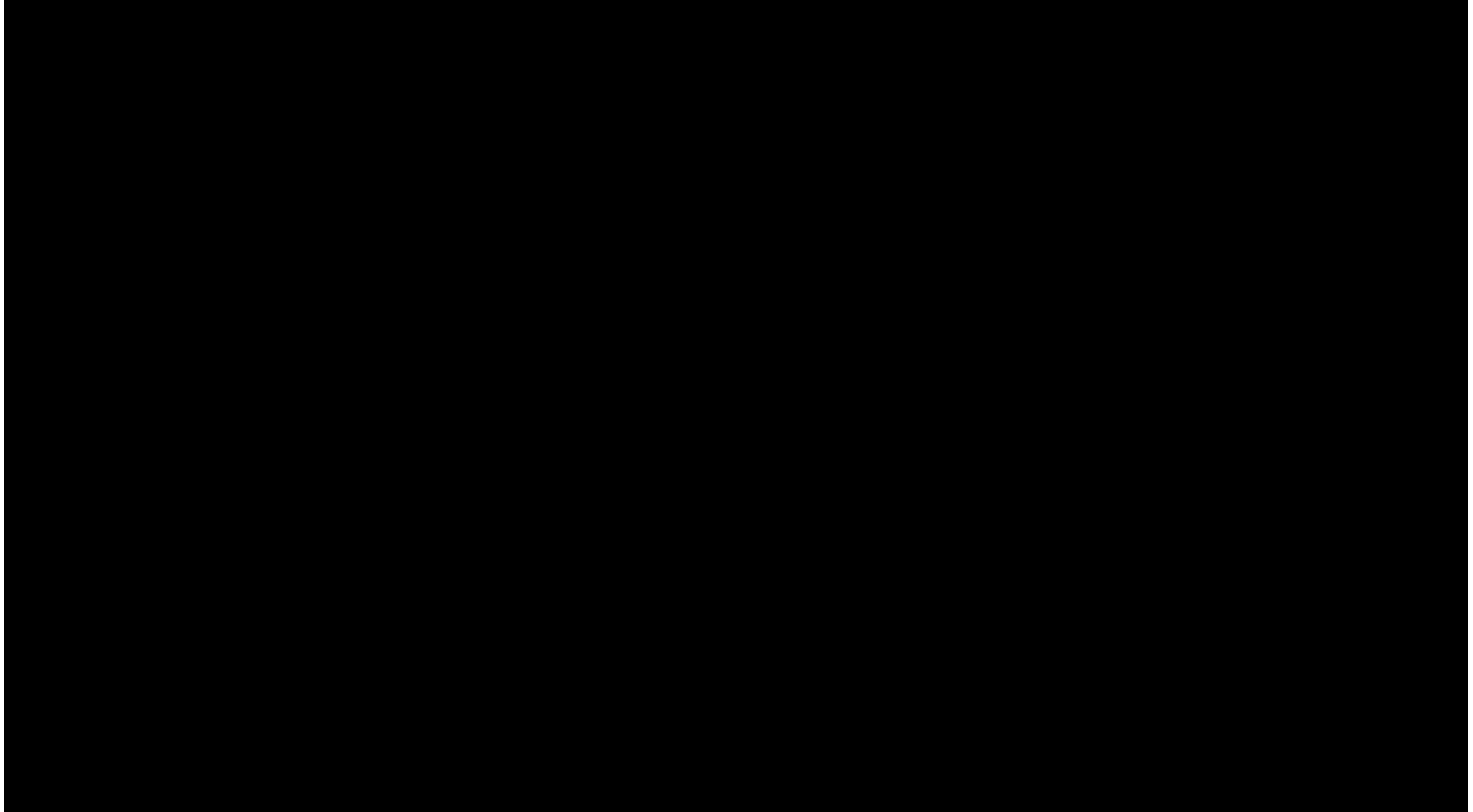
Attachment A

Performance Indicator Table

PI ref	PI title		Start Point			End Point			Acceptable Service Level
PI1	Charge Availability	Point	00:01 on day Reporting Period	1st of	23:59 on day Reporting Period	last of	> 97%		
PI2	Incident Management		00:01 on day Reporting Period	1st of	23:59 on day Reporting Period	last of	Various levels – please refer to the row entitled “Timeframe to Resolve” in the table at PI 2.1		
PI3	Contact Availability	Centre	00:01 on day Reporting Period	1st of	23:59 on day Reporting Period	last of	98.5%		
PI4	Queuing Time		00:01 on day Reporting Period	1st of	23:59 on day Reporting Period	last of	98% of calls answered within 240 seconds of thecall being received 70% of calls answered within 90 seconds of the call being received		
PI5	Correspondence		00:01 on day Reporting Period	1st of	23:59 on day Reporting Period	last of	100% of e-mail (or other means of correspondence agreed by the Parties) shall be responded to by the Supplier on a substantive basis (meaning for these purposes providing a response which seeks to resolve the relevant question, complaint or other relevant matter and which is not merely a holding response) within five (5) Working Days of receipt.		

Annex 9 to the Order Special Terms

Project Plan





Transport for London

Invitation to Quote

Electric Vehicle Infrastructure Delivery (EVID)

Tranche 1, Batch 1

Volume 3

Order Contract

Appendix 2

Site List

Updated Version 3.0

COMMERCIAL IN CONFIDENCE

TfL Restricted



Volume 3, Appendix 2 to Order Contract - Site List

- This document contains the list of 24 Sites the Deliverables applies to.
- The Sites are located on Transport for London Road Network (TLRN).
- Bidders must carry out their own due diligence checks on the Sites and rely on their own enquiries.
- Please review individual Site Summary Sheets for Site information.

Ref. Number	Borough	Site Name	Postcode	Maximum number of proposed charging bays
#Brom14	Bromley	O/S 8 - 10 WHEATSHEAF PDE 122-126 HIGH STREET BR4	BR4 0LZ	2
#Brom16	Bromley	O/S 61-67 HIGH STREET BR4	BR4 0LR	2
#Brom21	Bromley	O/S 82-88 CROYDON ROAD BR4	BR4 9HU	2
#Gren22	Greenwich	O/S 742-746 SIDCUP ROAD SE9	SE9 3NS	2
#Ham13	Hammersmith & Fulham	O/S 77-79 TALGARTH ROAD W6	W14 9DJ	1
#Ham9	Hammersmith & Fulham	O/S 105-107 TALGARTH ROAD W6		1
#Kin24	Kingston	O/S 334-340 HOOK RISE NORTH	KT6 7LN	1
#Kin29	Kingston	O/S 140-146 SERVICE ROAD FRONTING BROADWAY KT6	KT6 7HT	2
#Kin30	Kingston	O/S 322-328 HOOK RISE NORTH	KT6 7LN	2
#Kin36	Kingston	O/S 9-16 ACE PARADE KT9	KT9 1DS	2
#Lam27	Lambeth	O/S MORANT HOUSE STOCKWELL ROAD SW9	SW9 9AA	2
#Lew69	Lewisham	STANSTEAD ROAD SOUTHERN ARM	SE6 4PX	2
#Mer18	Merton	O/S 256 MORDEN ROAD SW19	SW19 3DA	2
#Rich25	Richmond	O/S 199-207 UPPER RICHMOND ROAD WEST SW14	SW14 8QT	2
#Rich26	Richmond	O/S 334-338 UPPER RICHMOND ROAD WEST SW14	SW14 7JR	2
#Rich38	Richmond	O/S 213 LOWER MORTLAKE ROAD TW9	TW9 2LN	1
#Rich44	Richmond	O/S 350-356 UPPER RICHMOND ROAD WEST SW14	SW14 7JT	1
#Sutt12	Sutton	O/S 524-530 LONDON ROAD SM3	SM3 8HW	1
#Sutt17	Sutton	O/S 76-82 HIGH STREET SM5	SM5 3AG	1
#Sutt6	Sutton	O/S 834-830 LONDON ROAD SM3	SM3 9BJ	2
#Sutt62	Sutton	O/S 167 REIGATE AVENUE SM1	SM1 3JR	1
#Sutt7	Sutton	O/S 10-12 ST DUNSTAN'S HILL SM1	SM1 2UE	1
#Sutt79	Sutton	O/S 22-24 REIGATE AVENUE SM1	SM1 3JL	2
#Wand21	Wandsworth	O/S 202-210 BATTERSEA PARK ROAD SW11	SW11 4ND	2



Site Ref	Location	
#Brom14	8 - 10 WHEATSHEAF PDE 122-126 HIGH STREET BR4	
Post code	Site coordinates	
BR4 0LZ	537859.6263	166089.5818
Street view Link	https://goo.gl/maps/czAyGWXMZxzDkTnU9	

Location Plan:



Site Photos:

View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

**Photo of Restriction (sign face)****Measurements**

Width of Footway: 3.7m

Width of Bay: 1.8m

Total length of Bay: 12.7m

Maximum number of proposed charging bays	2
--	---



Site Ref	Location	
#Brom16	O/S 61-67 HIGH STREET BR4	
Post code	Site coordinates	
BR4 0LR	538038.9	166000.6
Street view Link	https://goo.gl/maps/bm3LWULpsXWgxge49	

Location Plan:



Site Photos:



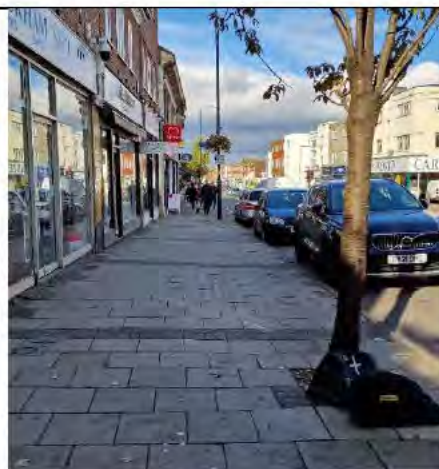
View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway:4.7m

Width of Bay: 1.8m

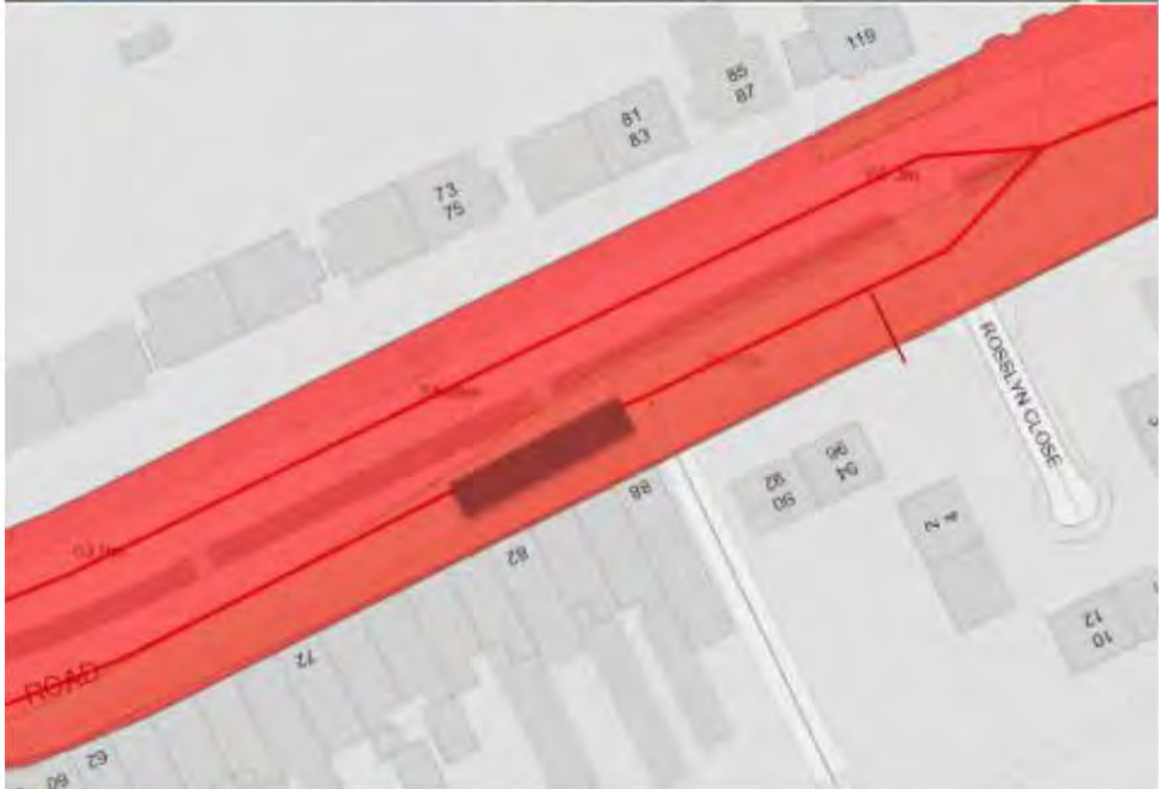
Total length of Bay:24.2m

Maximum number of proposed charging bays

2

Site Ref	Location	
#Brom21	O/S 82-88 CROYDON ROAD BR4	
Post code	Site coordinates	
BR4 9HU	539491.9	165338.6
Street view Link	https://goo.gl/maps/rLL3FnCAjApjWdGS7	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 3.0m

Width of Bay: 2.0m

Total length of Bay: 22.8m

Maximum number of proposed charging bays

2

Site Ref	Location	
#Gren22	O/S 742-746 SIDCUP ROAD SE9	
Post code	Site coordinates	
SE9 3NS	543610.5641	172617.4978
Street view Link	https://goo.gl/maps/4JfKw9pHK8JDAXqT7	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 4.7m

Width of Bay: 2.7m

Total length of Bay: 45.5m

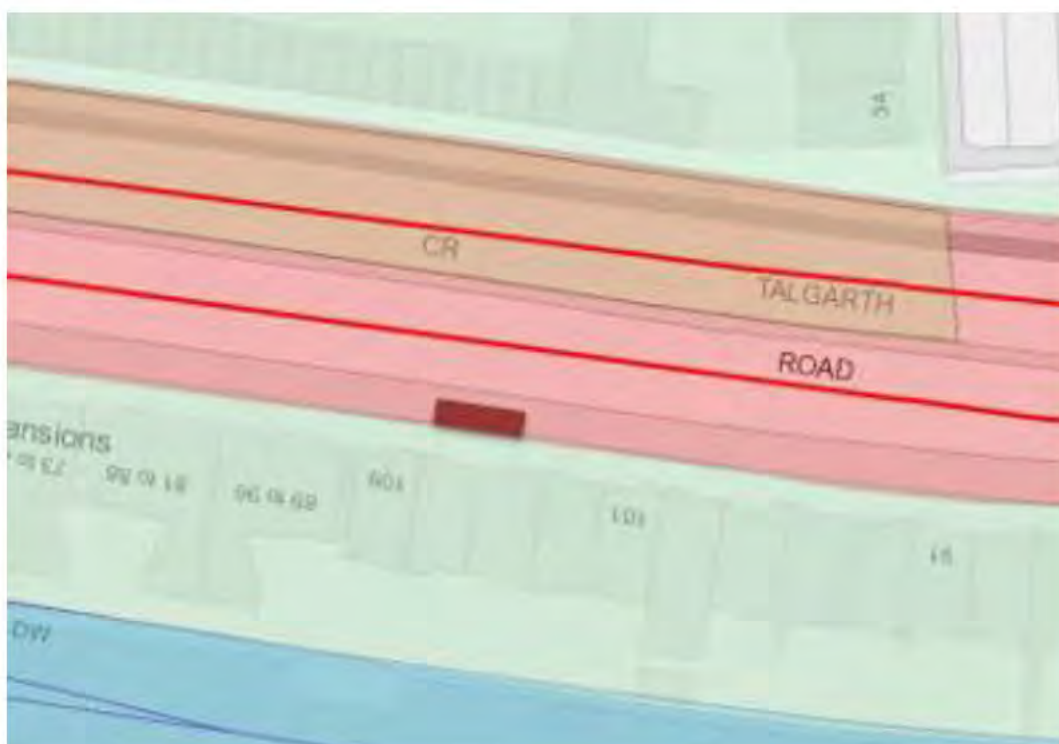
Maximum number of proposed charging bays

2



Site Ref	Location	
#Ham9	O/S 105-107 TALGARTH ROAD W14	
Post code	Site coordinates	
W14 9DB	524240.3718	178351.2071
Street view Link	https://goo.gl/maps/h2kiwb3xWGZECEbG6	

Location Plan:



Site Photos:

View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)**Measurements**

Width of Footway: 2.0m

Width of Bay: 1.8m

Total length of Bay: 5.6m

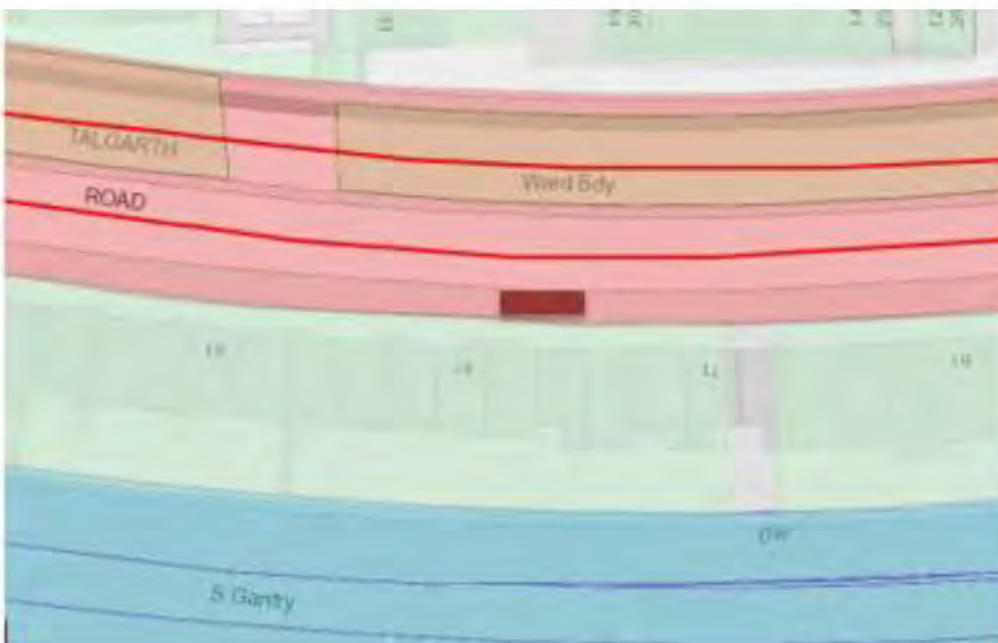
Maximum number of proposed charging bays

1

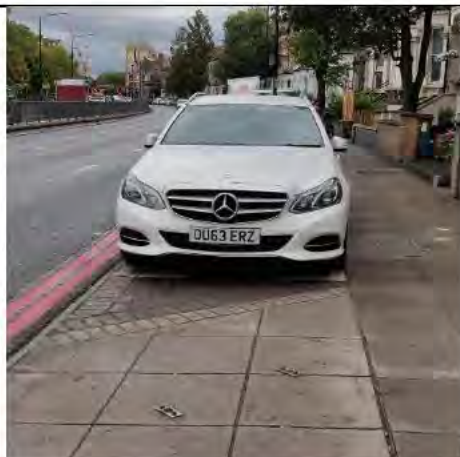


Site Ref	Location	
#Ham13	O/S 77-79 TALGARTH ROAD W14	
Post code	Site coordinates	
W14 9DJ	524325.0593	178342.7526
Street view Link	https://goo.gl/maps/1b3esHCGn54YW9BB6	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 1.8m

Width of Bay: 1.8m

Total length of Bay: 5.0m

Maximum number of proposed charging bays

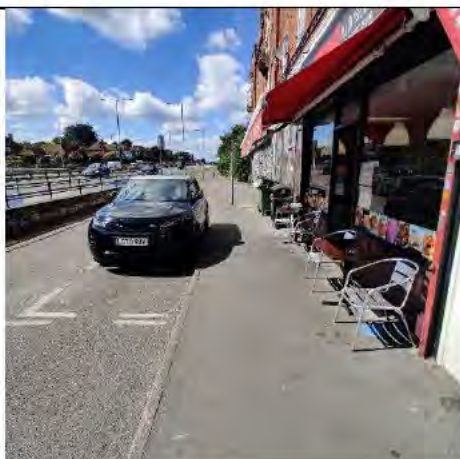
1

Site Ref	Location	
#Kin24	O/S 334-340 HOOK RISE NORTH	
Post code	Site coordinates	
W14 9DB	518524.8102	165292.906
Street view Link	https://goo.gl/maps/iEJdFGHvEbsHeRWQA	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 2.4m

Width of Bay: 1.9m

Total length of Bay: 20.4m

Maximum number of proposed charging bays

1

Site Ref	Location	
#Kin29	O/S 140-146 SERVICE ROAD FRONTING BROADWAY KT6	
Post code	Site coordinates	
KT6 7HT	519707.4322	165836.2617
Street view Link	https://goo.gl/maps/bKLizFUycfSDMTnG6	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 1.8m

Width of Bay: 2.6m

Total length of Bay: 31.2m

Maximum number of proposed charging bays

2

Site Ref	Location	
#Kin30	O/S 322-328 HOOK RISE NORTH	
Post code	Site coordinates	
KT6 7LN	518562.3318	165282.3867
Street view Link	https://goo.gl/maps/WM4aELrfCTaBjYd89	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway:2.3m

Width of Bay: 1.9m

Total length of Bay:25.6m

Maximum number of proposed charging bays

2

Site Ref	Location	
#Kin36	O/S 9-16 ACE PARADE KT9	
Post code	Site coordinates	
KT9 1DS	518150.9927	165313.2452
Street view Link	https://goo.gl/maps/pzNBQmKDaaRUjbZN8	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 3.5m

Width of Bay: 2.0m

Total length of Bay: 41.1m

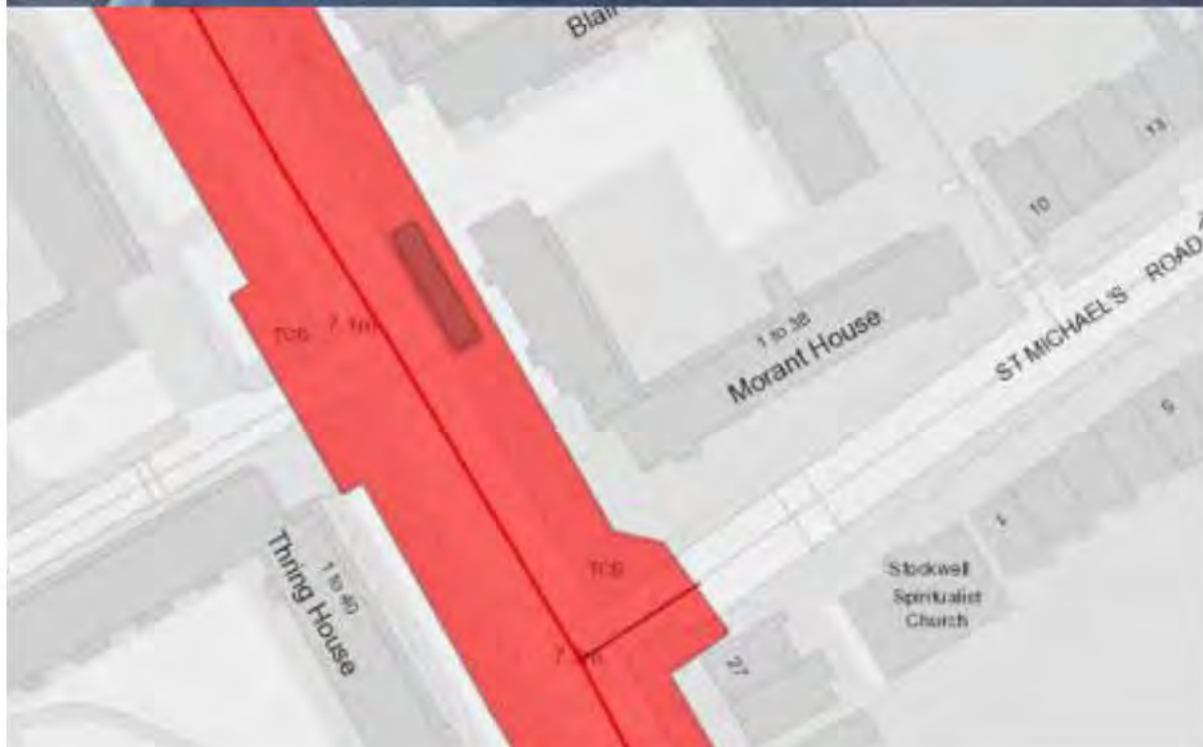
Maximum number of proposed charging bays

2



Site Ref	Location	
#Lam27	O/S MORANT HOUSE STOCKWELL ROAD SW9	
Post code	Site coordinates	
SW9 9AA	530585.2	176372.5
Street view Link	https://www.google.com/maps/@51.4712474,-0.1213725,3a,90y,90t/data=!3m6!1e1!3m4!1senFs8QC8nDRJq4MXeaRdQ!2e0!7i16384!8i8192	

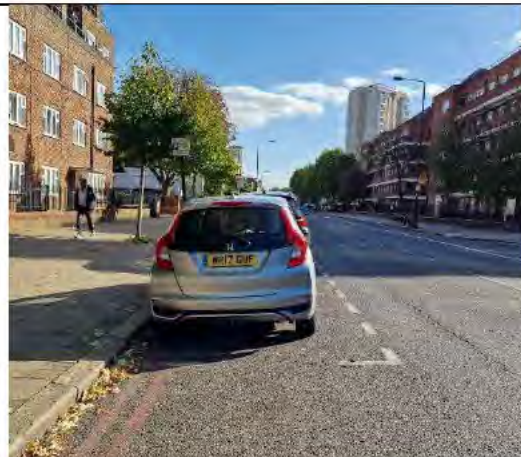
Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream – Footway



View looking downstream – Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 6.1m

Width of Bay: 2.3m

Total length of Bay: 25.4m

Maximum number of proposed charging bays

2

Site Ref	Location	
#Lew69	STANSTEAD ROAD SOUTHERN ARM	
Post code	Site coordinates	
SE6 4PX	51.442834	-0.027814060
Street view Link	https://www.google.com/maps/@51.4429008,-0.0280379,3a,75y,120.34h,71.82t/data=!3m6!1e1!3m4!1sav-ILws-0qSICQDGHupMbA!2e0!7i16384!8i8192	

Location Plan:



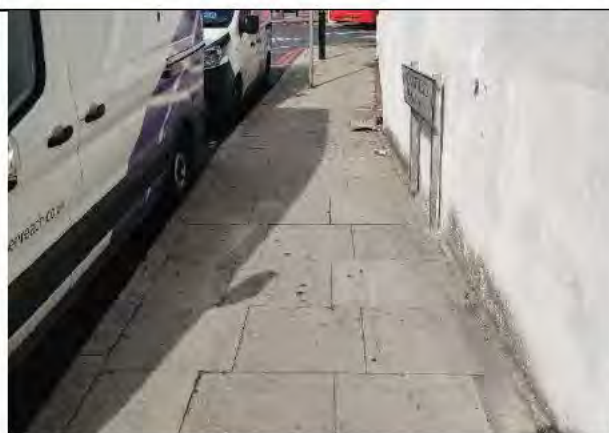
Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 1.8m

Width of Bay: 1.8m

Total length of Bay: 13.4m

Maximum number of proposed charging bays

2



Site Ref	Location	
#Mer18	O/S 256 MORDEN ROAD SW19	
Post code	Site coordinates	
SW19 3DA	525863.632149999	168809.617999999
Street view Link	https://www.google.com/maps/@51.4046191,-0.1916688,3a,75y,215.26h,95.8t/data=!3m6!1e1!3m4!1sSVyRA-QPcnPWx6prqSb3lw!2e0!7i16384!8i8192	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 2.0m

Width of Bay: 1.8m

Total length of Bay: 43.2m

Maximum number of proposed charging bays

2



Site Ref	Location	
#Rich25	O/S 199-207 UPPER RICHMOND ROAD WEST SW14	
Post code	Site coordinates	
SW14 8QT	520882.958490999	175444.514882999
Street view Link	https://www.google.com/maps/@51.4651262,-0.2613446,3a,75y,126.86h,72.59t/data=!3m6!1e1!3m4!1sdibqfiib3FQOPW4WcOpNlw!2e0!7i16384!8i8192	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 2.3m

Width of Bay: 1.8m

Total length of Bay: 26.7m

Maximum number of proposed charging bays

2



Site Ref	Location	
#Rich26	O/S 334-338 UPPER RICHMOND	
Post code	Site coordinates	
SW14 7JR	520166.110241	175332.277226
Street view Link	https://www.google.com/maps/@51.4641382,-0.2713953,3a,75y,322h,79.22t/data=!3m6!1e1!3m4!1sg7WZaGYq2aRlk6q62IDnfg!2e0!7i16384!8i8192	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 2.9m

Width of Bay: 2.5m

Total length of Bay: 19.6m

Maximum number of proposed charging bays

2



Site Ref	Location	
#Rich38	213 LOWER MORTLAKE ROAD TW9	
Post code	Site coordinates	
TW9 2LN	518704.2	175543.5
Street view Link	https://goo.gl/maps/1MbZW5GBq5zSkzbU7	

Location Plan:



Site Photos:

View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)**Measurements**

Width of Footway:6.9m

Width of Bay: 2.8m

Total length of Bay:11.3m

Maximum number of proposed charging
bays

1



Site Ref	Location	
#Rich44	O/S 350-356 UPPER RICHMOND	
Post code	Site coordinates	
SW14 7JT	520079.5445	175334.9853
Street view Link	https://goo.gl/maps/rFxfhPo11kqt7Gdz6	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 6.8m

Width of Bay: 2.0m

Total length of Bay: 14.2m

Maximum number of proposed charging bays

1

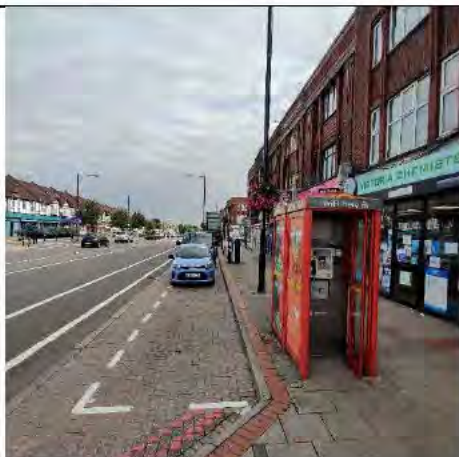


Site Ref	Location	
#Sutt12	O/S 524-530 LONDON ROAD SM3	
Post code	Site coordinates	
SM3 8HW	523509.7483	165118.772
Street view Link	https://goo.gl/maps/coXybXxpbHDtbYnaA	

Location Plan:



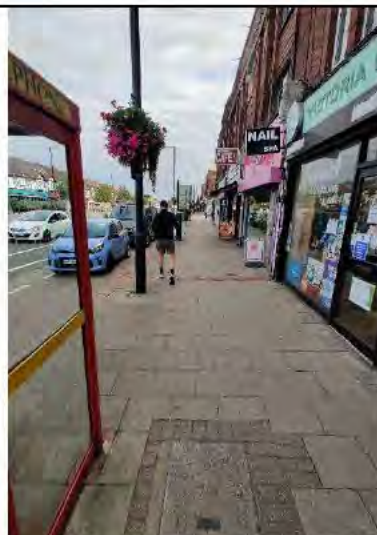
Site Photos:



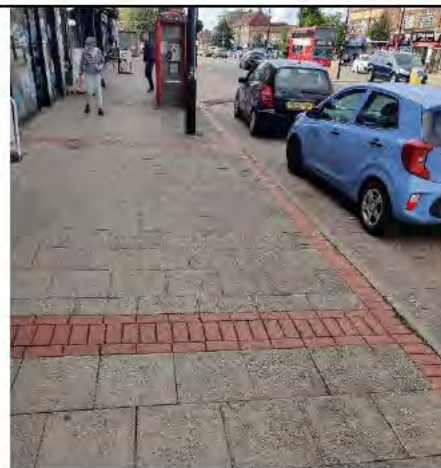
View looking upstream



View looking downstream

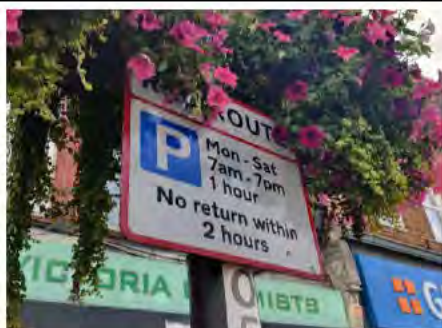


View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 3.7m

Width of Bay: 1.8m

Total length of Bay: 14.3m

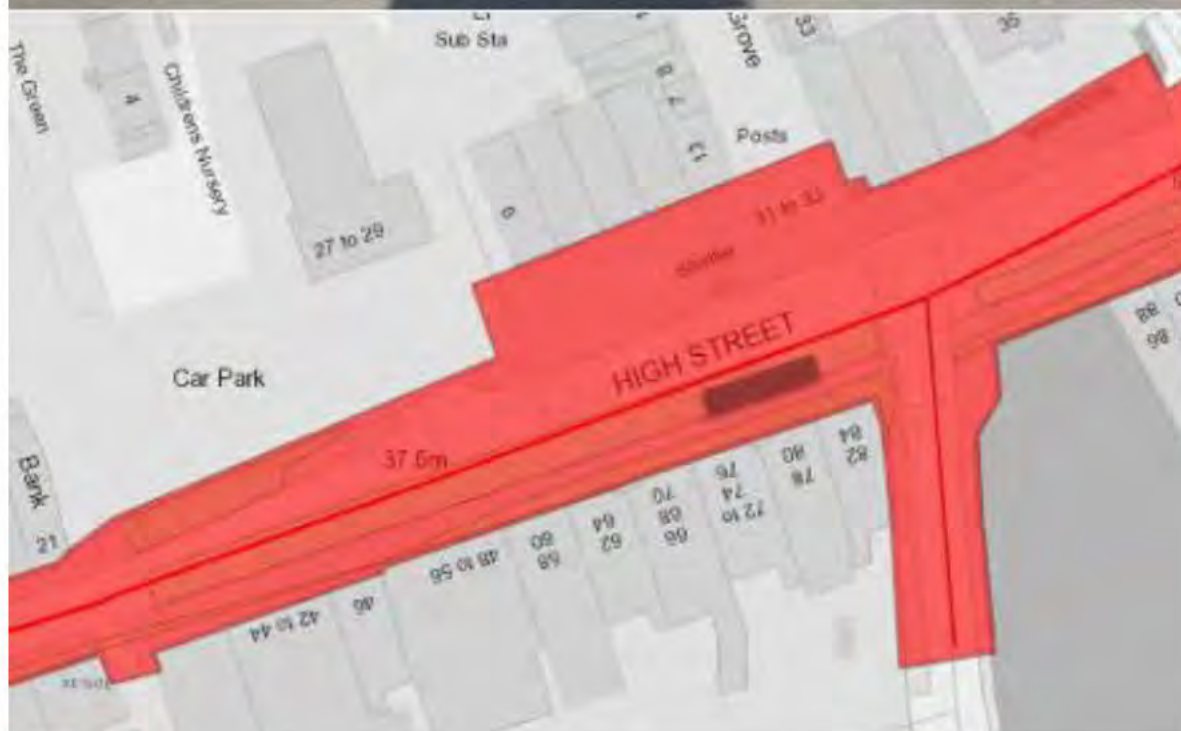
Maximum number of proposed charging bays

1



Site Ref	Location	
#Sutt17	O/S 76-82 HIGH STREET SM5	
Post code	Site coordinates	
SM5 3AG	528170.287	164531.7826
Street view Link	https://goo.gl/maps/xL2pVQj2iqeFKvGh9	

Location Plan:



Site Photos:



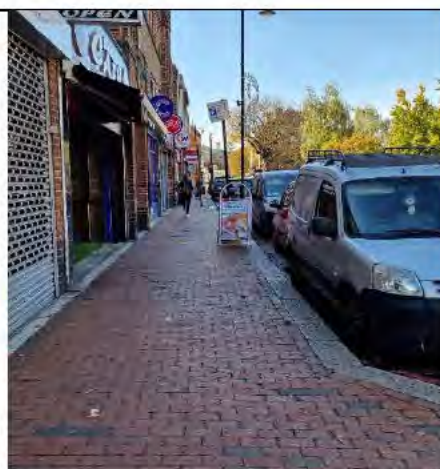
View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 2.7m

Width of Bay: 1.9m

Total length of Bay: 14.0m

Maximum number of proposed charging bays

1



Site Ref	Location	
#Sutt6	834-830 LONDON ROAD SM3	
Post code	Site coordinates	
SM3 9BJ	524095.351	166023.2306
Street view Link	https://goo.gl/maps/YxEFxXuJU3dxwZZp8	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway:3.0m

Width of Bay: 1.8m

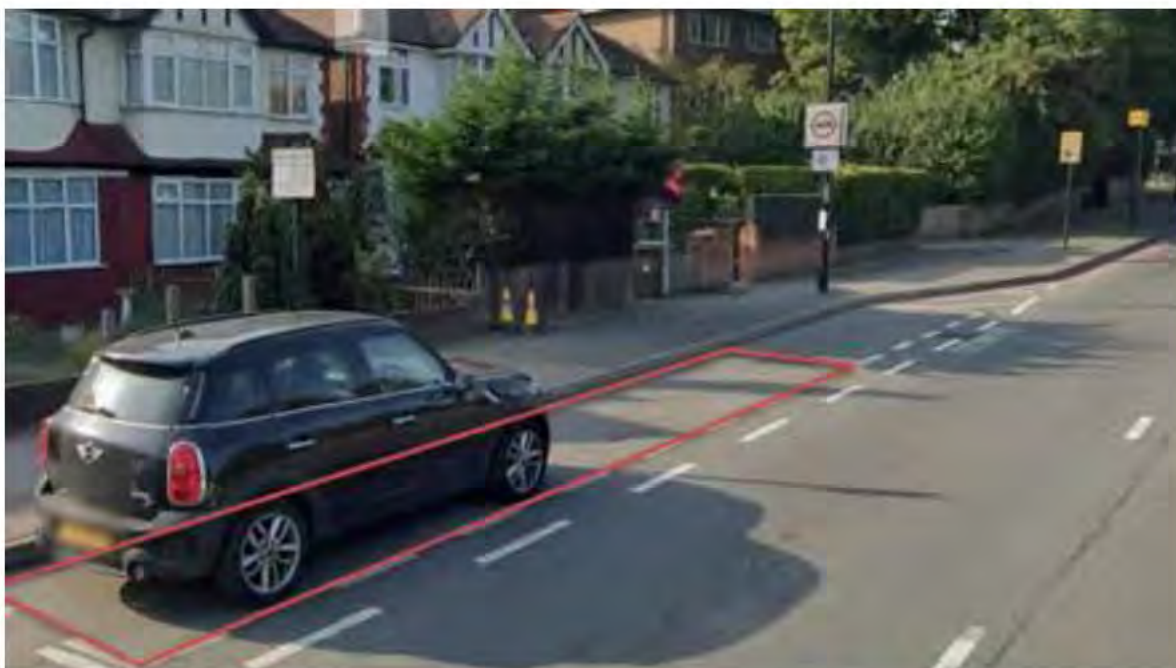
Total length of Bay:17.9m

Maximum number of proposed charging bays

2

Site Ref	Location	
#Sutt62	O/S 167 REIGATE AVENUE SM1	
Post code	Site coordinates	
SM1 3JR	525372.6994	165988.6638
Street view Link	https://www.google.com/maps/@51.3792224,-0.1998979,3a,39y,187.43h,83.74t/data=!3m7!1e1!3m5!1s5DS_Ji53PyoFbfCRo1yNtA!2e0!5s20200901T000000!7i16384!8i8192	

Location Plan:





Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 3.1m

Width of Bay: 1.9m

Total length of Bay: 10.9m

Maximum number of proposed charging bays

1

Site Ref	Location	
#Sutt7	O/S 10-12 ST DUNSTAN'S HILL SM1	
Post code	Site coordinates	
SM1 2UE	524740.1808	165073.8324
Street view Link	https://goo.gl/maps/SvX4kUXPYAnWjqCu9	

Location Plan:



Site Photos:



Photo of Restriction (sign face)



Measurements

Width of Footway:2.4m
Width of Bay: 1.9m
Total length of Bay:10.0m

Maximum number of proposed charging bays	1
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Site Ref	Location	
#Sutt79	O/S 22-24 REIGATE AVENUE SM1	
Post code	Site coordinates	
SM1 3JL	525960	166503
Street view Link	https://www.google.com/maps/@51.3837897,-0.1911376,3a,75y,198.39h,76.03t/data=!3m6!1e1!3m4!1s49BaM9k06QD-f4MqjC8Dig!2e0!7i16384!8i8192	

Location Plan:





Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway:3.4m

Width of Bay: 1.9m

Total length of Bay:32.2m

Maximum number of proposed charging bays

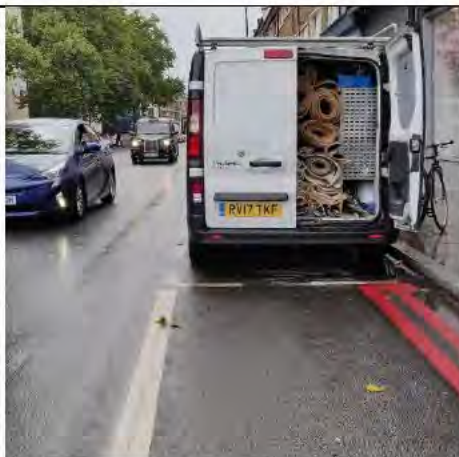
2

Site Ref	Location	
#Wand21	O/S 202-210 BATTERSEA PARK	
Post code	Site coordinates	
SW11 4ND	527795.792149999	176532.0425
Street view Link	https://www.google.com/maps/@51.4731995,-0.1615481,3a,75y,35.12h,62.8t/data=!3m6!1e1!3m4!1swFtFBLEi4o1pBBYIL5cZIA!2e0!7i16384!8i8192	

Location Plan:



Site Photos:



View looking upstream



View looking downstream



View looking upstream - Footway



View looking downstream - Footway

Photo of Restriction (sign face)



Measurements

Width of Footway: 2.2m

Width of Bay: 2.0m

Total length of Bay: 28.7m

Maximum number of proposed charging bays

2

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,

	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

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	<ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments

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	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;

"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

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	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>b) the legislation in Part 5 of the Finance Act 2013; and</p> <p>any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or

	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;

"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;

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"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)

	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period;</p>
"Order"	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);

"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;

"Recall"	a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and

	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);

"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification);

Joint Schedule 1 (Definitions)

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	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of (a) and (b) above;

"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;

"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 Professional indemnity insurance with cover of not less than one million pounds (£1,000,000). Applicable to Construction and Feasibility, Groundworks (Civil Engineering and Construction) and End to End Services;
 - 1.2 Public liability insurance with cover of not less than one million pounds (£1,000,000);
 - 1.3 Product liability insurance with cover of not less than one million pounds (£1,000,000). Applicable to Hardware and Accessories and End to End services;
 - 1.4 Employers' (compulsory) liability insurance with cover of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	10/02/2023]	All CVs enclosed in the tender submission as the CVs contain personal data.	Indefinite
2	10/02/2023	Turnover Percentage and Site Charge per Site per annum. The disclosure of the information would prejudice the commercial interests of Zest Eco Ltd.	Indefinite

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2;
"Financial Distress Event"	<p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Order] Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

Supplier and the Key Subcontractor/s

"Rating Agencies"

the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract:
 - 2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and
 - 2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 The Supplier shall:
 - 3.3.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

- 3.3.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.4 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:
 - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.3;

- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dunn and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	Failure Score: 89 CCS VCIS DPS (RM6213) Dun and Bradstreet Credit Rating Threshold: 45
Key Subcontractor- ENVEVO Limited	Failure Score: 76 CCS VCIS DPS (RM6213) Dun and Bradstreet Credit Rating Threshold: 45
Key Subcontractor - Clarke Telecom Ltd	Failure Score: 60 CCS VCIS DPS (RM6213) Dun and Bradstreet Credit Rating Threshold: 45

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance]: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date: <table border="1"><tr><td></td></tr></table>	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)
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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Order Schedule 1 (Transparency Reports)

Order Ref:

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Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Order Schedule 1 (Transparency Reports)

Order Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Order Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

[TfL (the Buyer) will reserve the right to require any reasonable Transparency Reports over the Order Contract term so the table may be updated accordingly post Order Contract award.]

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also a sole, separate “Controller”;

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Processing of the Personal Data is undertaken in a country subject to an adequacy decision made pursuant to Section 17a DPA 2018;
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or Section 75 DPA 2018) as determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;

Joint Schedule 11 (Processing Data)

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- (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

Joint Schedule 11 (Processing Data)

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- (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR / Section 35 DPA 2018 or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR or processed in accordance with Section 31 DPA 2018;
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 and/or Section 58 DPA 2018 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR and/or Section 44 DPA 2018;
21. in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR) and/or Section 44 DPA 2018; and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR and/or Section 40 DPA 2018.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

Joint Schedule 11 (Processing Data)

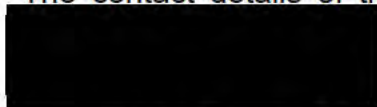
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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Relevant Authority, acting in agreement with the Supplier.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:



1.2 The contact details of the Supplier's Data Protection Officer are:



Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties acknowledge that they are each Independent Controllers for the purposes of the Data Protection Legislation in respect of any personal data processed by them in accordance with this Order Contract, including:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel engaged in the performance of the Supplier duties under the Order Contract;• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Order Contract); and• Information about the users of the Electric Vehicle (EV) Charge Points, including: User registration details, name, address, vehicle registration data, dates, times and locations of the user's usage of the EV charge Points.
Duration of the Processing	<p>The term of the Order Contract between the Relevant Authority and the Supplier, and each party's subsequent applicable retention periods, as set out in their respective privacy notices.</p>

Joint Schedule 11 (Processing Data)

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Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc undertaken by:</p> <p>The Supplier in the course of the provision of the EV ChargePoint services to users, and to comply with their statutory obligations; and to allow them to operate their business.</p> <p>The Personal data set out below is shared by the Supplier with the Relevant Authority (and processed by the Relevant Authority) under:</p> <p>Article 6(1)(e) of the UK GDPR (i.e. the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller). In order to allow the Relevant Authority to undertake ongoing statistical analysis to allow it to comply with its legal obligations to obtain, and evidence best value, in accordance with the obligation set out in the Local Government Act 1999 and the Best Value and Performance Improvement Circular (ODPM Circular 03/2003); or</p> <p>Article 6(1)(f) (i.e. the processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child) on the basis that the processing undertaken by the relevant authority will not be used to make any decisions directly impacting on the data subject.</p>
Type of Personal Data shared	<p><i>The following personal data provided in a pseudonymised format: User registration details (user ID) dates, times and locations of the user's usage of a EV Charge Points managed by the Supplier.</i></p>
Categories of Data Subject whose personal data is shared	<p><i>Users of EV Charge Points, including:-</i></p> <p><i>Vehicle owners;</i></p> <p><i>Owners of the payment cards used.</i></p>
Plan for return and destruction of the data once the Processing is complete	<p><i>The Relevant Authority shall retain (and subsequently securely and irretrievably destroy) the shared personal data in accordance with its retention policy.</i></p>

UNLESS requirement under Union or Member State law to preserve that type of data	
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Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

Transport for London Electric Vehicle Infrastructure Delivery (EVID) Statement of Requirements (SoR)

Tranche 1



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1. Purpose of this Document

The Buyer is seeking to appoint a Supplier who will be responsible for financing, designing, installing, operating, inspecting, maintaining and decommissioning Charge Point(s) that are at a minimum classified as Rapid Charge Points in respect of power output (see Glossary below for related power output for Rapid Charge Points) and related infrastructure for electric vehicle on identified sites in Greater London. The Charge Points shall be in operation 365 days a year and 24 hours a day where practical.

- I.1.1 The Supplier shall deliver the Supplier Equipment and Services in accordance with the following requirements.
- I.1.2 The Supplier shall own and/ or have responsibility (including financial responsibility) for all Supplier Equipment and be liable for repair and replacement of these, regardless of cause.
- I.1.3 The Supplier shall be responsible, where relevant, for the following activities related to the Supplier Equipment including:
 - Design;
 - Supply;
 - Installation;
 - Testing;
 - Commissioning;
 - Operating;
 - Inspecting;
 - Maintaining; and
 - Decommissioning and disposal.

2. Scope of this Document

This document describes the technical and non-technical requirements which the Supplier shall comply with for all Charge Point Sites on the Transport for London Road Network (TLRN).

Sections 4-8 detail the technical requirements for the Charge Point site. Section 4 states the requirements that apply to all stages of the entire Charge Point site. Section 5 states the requirements for Civil Works concerning the work between the Distribution Network Operator (DNO) connection to Feeder Pillar and the design stage of Charge Point site. Section 6 states requirements relating to the Charge Point Unit and the works required between the Feeder Pillar and the Charge Point Unit. Section 7 states the requirement for installation, testing and commissioning of the Charge Point Sites. Section 8 states the requirement for the inspection, maintenance, and monitoring of the Charge Point Sites.

Sections 9-15 detail the non-technical requirements for the Charge Point Site. Section 9 states the requirements for the Project Management for delivery of the Charge Point. Section 10 states the requirements for the Town Planning, Highway Consents for delivery of the Charge Point. Section 11 states the requirements for Quality Management for the Charge Point site. Section 12 states the requirements for customer service and support functions related for the Charge Point. Section 13 states the requirements for Cyber Security in relation to the Charge Point. Section 14 states the requirements for Crime and Disorder management for the Charge Point. Section 15 states the decommission and exit management for the Charge Point.

Appendix A – Roles and Responsibilities document outlines the responsibilities and obligations of both the Buyer and the Supplier. The main body of the Order Specification and the Appendix A – Roles and Responsibilities are intended to fully align, however, in the event of any contradiction the main body of the Order Specification shall take precedence.

3. Glossary and Definition

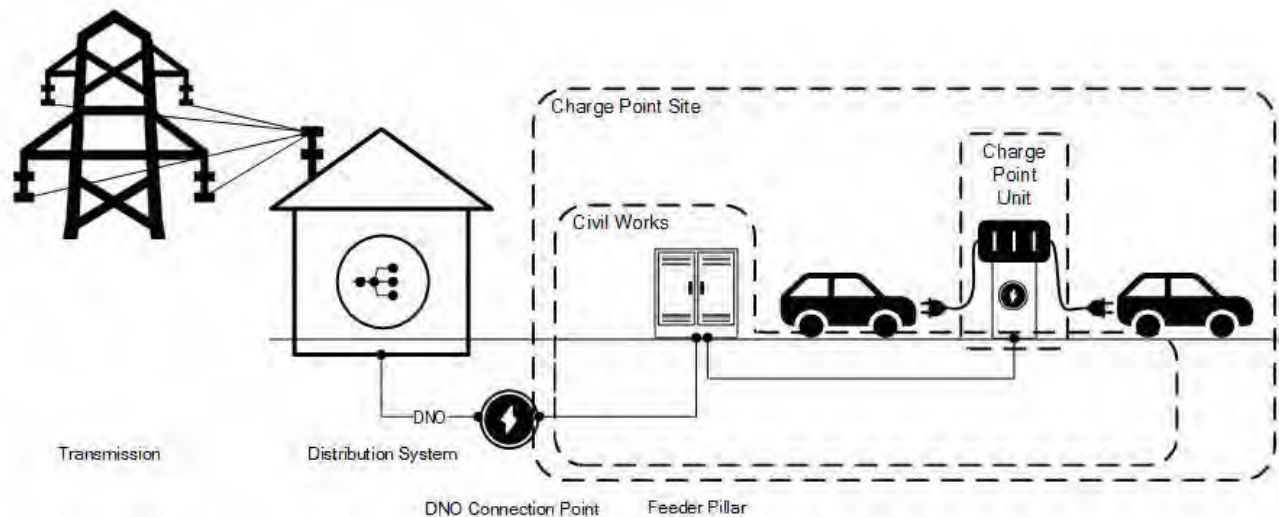


Figure 1: Graphical illustrations for Civil Works, Feeder Pillar, Charge Point Unit and Charge Point Site.

Glossary	Definitions
Charge Point	The charge points and related infrastructure for electric vehicles to be financed, installed, operated, and maintained by the Supplier at the Site(s) in accordance with the Order Contract.
Charge Point Sites	The entire constructure site, including DNO connection, Civil Works, Charge Point and electric vehicle charging bay(s).
Charge Point Unit (Figure 1)	The charging unit which the electric vehicle is connected to.
Charging (Slow, Fast, Rapid and Ultra-Rapid)	Slow Charging has power outputs generally ranging from 3 to 7 kW. Fast Charging has power outputs generally ranging from 7 to 22 kW. Rapid Charging has power outputs generally ranging from 50kW to 99kW and the Charge Points shall be no less than this. Ultra-Rapid Charging generally has power outputs of 100 kW or above
Civil Works (Figure 1)	This includes DNO connection, Feeder Pillar civil works and ducting works from the DNO connection point to Charge Point Unit.
Customer(s)	A person or a company who pays for the Charge Point Services.
Data Protection Legislation	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all other applicable Law about the Processing of personal data and privacy. In this definition, "Processing" has the meaning given to it in the UK GDPR or DPA 2018.

Distribution System (Figure 1)	The distribution system responsible for local power distribution.
Distribution Network Operator (DNO)	A company licensed to distribute electricity in the United Kingdom.
DNO Connection Point (Figure 1)	The connection point where power can be drawn from the DNO.
DPA 2018	The Data Protection Act 2018.
Feeder Pillar (Figure 1)	A cabinet used to house electrical equipment.
Info Exchange reporting system	A system which TfL uses to manage safety incidents.
Management Information Data	Means data which shows the pattern and extent of usage of the Charge Points operated under the Order Special Terms (being this 'Statement of Requirements' document)
Order Special Terms	The Order Special Terms set out at Appendix 1 to the Order Contract.
Order Specification	Has the meaning given to it in the Order Special Terms (being this 'Statement of Requirements' document).
PME	Protective Multiple Earthings
RIDDOR	Reporting of Injuries, Diseases and Dangerous Occurrences Regulations
Severity One Incident	Severity One Incident requires emergency isolation to prevent risk to life, person, or property
Severity Two Incident	Severity Two Incident requires action to make the Electric Vehicle Charging Point Site (EVCPS) operate (i.e. component failure)
Severity Three Incident	Severity Three Incident requires cosmetic action (i.e., graffiti, soiling etc)
Site Agreement	Has the meaning given to it in the Order Special Terms.
Sustainability	Meeting the needs of the present without compromising the ability of future generations to meet theirs. The three main pillars: Society, Environment, Economy – benefits which must be balanced to attain sustainable development
TLRN	Transport For London Road Network
Transmission (Figure 1)	The Transmission carries electricity from generator and distribute it throughout Britain.
UK GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018.
Watts (W) or Kilowatt (kW)	The rate of electricity consumption. A kilowatt is 1,000 watts.
Kilowatt-hours (kWh)	Electricity consumption over time.

4. General Requirements

This section states the requirements which the Supplier shall comply with at any stage of the EVID project deliverables.

4.1 General Requirements

- 4.1.1. The Charge Point shall operate 24 hours a day and 7 days a week where practical.
- 4.1.2. The Charge Point Site shall comply with the sections referring to the recharging point in the Alternative Fuels Infrastructure Regulations 2017.
- 4.1.3. The Charge Point Site shall comply with the Automated and Electric Vehicle Act 2018 - Part 2.
- 4.1.4. The Supplier shall conform to the standards and working practices set out below, as such standards and editions may be amended or superseded by equivalent standards from time to time:
 - BS 7671:2018 + A2:2022– The IET Wiring Regulations (18th Edition) Amendment 2 - 2022;
 - IET Code of Practice for Electrical Vehicle Charging Equipment Installation 4th Edition;
 - BSI ISO 9001:2008 – Quality Management System;
 - Construction, Design and Management Regulations 2015;
 - Electricity Safety, Quality and Continuity Regulations 2002;
 - EMC Regulations (2014/30/EU or as amended);
 - Electrical Equipment Regulations (2014/25/EU or as amended);
 - Radio Equipment Directive (2014/53/EU or as amended); and
 - Charging equipment must be CA marked in accordance with all relevant UK legislations.
- 4.1.5. The Supplier shall comply with all relevant chapter(s) of the Institute of Engineering and Technology (IET): Guide to Highway Electrical Street Furniture 2018 and IET Code of Practice for Electric Vehicle Charging Equipment 4th Edition.

- 4.1.6. The Supplier shall detail their procedure for ensuring electrical safety is upheld in the design, installation, operation, inspection, maintenance and decommission of the Charge Point.
- 4.1.7. All works shall be carried out in accordance with all applicable processes, legislations and the relevant Local Government Highways departments and other relevant authorities.
- 4.1.8. The Supplier shall ensure that the detailed design, traffic management plans and any other requested information required, for planning permissions and consents are produced. Please refer to Section 10 Town Planning and Consents for further information.
- 4.1.9. The Supplier shall ensure all works completed, including those of their Subcontractors, follow the Considerate Contractor Code of Practice and shall carry out installation and construction works with utmost consideration to the local environment, residents and visitors to the area.
- 4.1.10. The Supplier shall ensure that Charge Point Sites conform to regulations, legislations and standards that may exist at present or emerge in the future and that compliance will come at no cost to the Buyer.
- 4.1.11. The Supplier shall fulfil the Supplier's role and responsibilities set out in Appendix A – Role and Responsibilities. The Appendix outlines responsibilities and obligations of the Buyer and the Supplier. In the event of contradiction, the main body of the Order Specification shall take precedence.
- 4.1.12. The Supplier shall ensure the Charge Point uses accurate time clocks.

4.2. Safety, Health and Environmental (SHE)

- 4.2.1. The Supplier shall at all times ensure compliance with all relevant health and safety legislation including but not limited to the Principal Contractor and Principal Designer roles within the Construction Design and Management (CDM) 2015 Regulations.
- 4.2.2. The Supplier shall consider and align with [TfL Vision Zero](#) in all aspects of delivering the Services where possible.
- 4.2.3. The Supplier shall consider throughout the Contract Period, the Health, Safety and Environmental implication of all aspects of the Services and ensure continuous improvement. Health and Safety principles must be built into the design.
- 4.2.4. The Supplier shall be solely responsible for the recording, reporting and resolution of safety incidents, near misses, safety audits*, and health and safety concerns in relation

to delivering the Services. *The Buyer will conduct regular safety audits in line with TfL health and safety standards.

- 4.2.5. The Supplier shall report to the Buyer immediately full details of any accident, safety incidents, near misses, safety audits and health and safety concerns that have been directly reported to the Health and Safety Executive (HSE).
- 4.2.6. The Supplier and associated contractors shall report to the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) system, detailing any accident, incident and near misses according to subsequent Incident Reporting timescales. The Buyer will report to TfL's Info Exchange reporting system according to the cases reported to the HSE by the Supplier.
- 4.2.7. The Supplier shall take all possible precaution to ensure the safety of the public and customers. This includes informing customers of all protected characteristics, how to use the Charge Point safely. The Equality Act 2010 recognises the following under protected characteristics: age, being of becoming a transsexual person, being married or in a civil partnership, being pregnant of having a child, disability, gender (sex), race including colour, nationality, ethnic or natural origin, religion, belief or no religion/belief, sexual orientation.
- 4.2.8. The Supplier shall ensure Charge Points and cables (which must be tethered) are clearly identifiable to those with visual impairment and/or those customers of protected characteristics (section 4.2.7).
- 4.2.9. The Supplier shall ensure that all Personnel, including sub-contracted third parties, are competent and equipped with appropriate personal protection equipment (PPE).
- 4.2.10. The Supplier shall ensure that site specific risk assessments for installation works are carried out and documented, and that sufficient steps are taken to ensure appropriate security arrangements are in place when necessary.
- 4.2.11. The Supplier shall ensure all works on the highway are undertaken in accordance with The New Roads and Street Works Act (NRSWA) 1991 and that all Personnel are appropriately trained.
- 4.2.12. The Supplier shall cooperate with the Buyer in maintaining the highest possible health and safety standards in their delivery of the Services, and shall ensure that all its employees, Contractors and Subcontractors shall do likewise.

4.2.13. The Supplier shall conform to the regulations, standards and working practices set out below, as such standards and editions may be amended or superseded by equivalent standards from time to time:

- [HSG47 Avoiding Danger from Underground Services](#);
- Health and Safety at Work Act 1974;
- Electricity at Work Regulations 1989;
- The Workplace (Health, Safety and Welfare) Regulations 1992;
- Management of Health and Safety at Work Regulations 1999; and
- [TfL's Temporary Traffic Management Handbook](#) (see Appendix B).

4.2.14. The Supplier shall provide a health and safety risk assessment of using the Charge Points, including risks to the general public, and design out or minimise (where completely designing out is impossible) any health and safety risk, including examples such as:

- Trip hazard;
- Electrocution,
- Burns (e.g. contact with exposed live parts); or
- Fire (e.g. short circuit failure).

The Supplier should consider using the risk assessment outlined in the IET Guide to Highway Electrical Street Furniture.

The Supplier shall comply with Appendix C – Health and Safety Management Requirements.

4.3. Accessibility

4.3.1. The Supplier shall ensure the design of the Charge Points comply with the following, as such document may be amended or superseded by equivalent legislation and/or standards from time to time:

- Equality Act 2010;
- PAS 1899:2022 Electric Vehicles – Accessible Charging – Specification;
- Disability Discrimination Act (DDA) 1995 guidelines; and
- Department for Transport (DfT) Inclusive Mobility – A guide to the best practice on access to pedestrian and transport infrastructure - December 2021

- 4.3.2. The Supplier shall ensure the design of the Charge Points comply with the requirements of BS 8300-1:2009+A1:2010 2018 & BS 8300-2:2018 Design of an accessible and inclusive built environment – external environment code of practice.
- 4.3.3. The Supplier shall ensure the design of the Charge Point Site aligns with the UK Government National Disability Strategy 2021.
- 4.3.4. All Charge Points shall have tethered cables that enable the widest possible customer access to charge.

4.4. Environmental

- 4.4.1. The Supplier shall operate an environmental management system to, as a minimum, ensure that the environmental impacts of the Deliverables are effectively managed and compliant with legislation. The environmental management system shall conform to the BS ISO 14001:2015 Environmental Management Systems standard (or any subsequent versions of this standard) or to an equivalent standard (e.g. the Eco-Management and Audit Scheme (EMAS)) If the Supplier does not have an environmental management system at the Order Start Date then the Supplier must implement one within the first nine (9) months of the Order Contract Period in accordance with the details provided in the Supplier's Order Tender.
- 4.4.2. The Supplier shall ensure compliance with all relevant environmental legislation and shall obtain and comply with all necessary environmental permits/ consents at their own cost.
- 4.4.3. The Supplier shall ensure all works completed at design, construction, installation, inspection, and operational stages demonstrate that sustainability¹ is considered in line with Appendix D – TfL Sustainability Report.
- 4.4.4. The Supplier shall ensure that a suitably competent and experienced person is appointed to lead on environmental and sustainability matters. This person shall ensure that systems are in place for ensuring that environmental and sustainability matters are addressed throughout the delivery of the Services. The person must be able to demonstrate the attainment of suitable environmental qualifications (e.g., completion of the IEMA Foundation in Environmental Management, or a similar course).

¹ <https://tfl.gov.uk/corporate/about-tfl/sustainability>

- 4.4.5. The Supplier shall ensure that measures are taken to minimise any potential environmental impacts and to maximise any environmental opportunities.
- 4.4.6. The Supplier shall ensure the design of the Charge Points will contribute to London's aim of becoming a zero-carbon city through the source of the electricity procured for the Charge Point Site and endeavour to acquire electricity supply from renewable sources.
- 4.4.7. The Supplier shall take all reasonable steps to mitigate the impacts of EV charging demands on the electrical grid.
- 4.4.8. The Supplier shall ensure the effective management of the environmental issues associated with the delivery of the Services. The Supplier shall define their environmental management system (EMS) approach within their project-specific Environmental Management Plan (EMP).
- 4.4.9. The EMP shall align to the requirement of the latest BS EN 14001: 2004 Environmental Management systems standard. As a minimum, the EMP shall include/ define:
- The environmental risk and opportunity assessment – The assessment shall clearly detail the controls that will be put in place to mitigate the risk and deliver the benefits. It shall also highlight any risk which remain significant after the application of these controls. The frequency of review may be related to the level of risk, but it does not exceed more than six months;
 - The project's environmental objectives and the Supplier's plans for achieving these – demonstrating how these directly support the achievement of the aims and targets specified within [TfL's Corporate Environmental Plan \(CEP\)](#);
 - The processes and roles & responsibilities for implementing, communicating and ensuring the effectiveness of the environmental management system; and
 - The processes for preparing for, and responding to, environmental incidents and near misses, including the reporting and investigation of such occurrences
- 4.4.10. The Supplier shall submit their EMP to the Buyer within 28 days of Order Start Date.
- 4.4.11. The Supplier shall ensure that all refuse, waste, damaged and obsolete Charge Points and equipment are segregated and disposed of in a responsible and environmentally friendly manner by recycling or the use of licensed contractors comply with all the relevant recycling and disposal regulations but not limited to all pertaining regulations and the Waste Electrical and Electronic Equipment (WEEE) regulations.

5. Civil Works and Charge Point Design

This section states the requirements for Civil Works, especially concerning the design stage of the Charge Point Sites, and the work between the Distribution Network Operator (DNO) connection to Feeder Pillar.

5.1. General

- 5.1.1. All Civil Works must not interfere with any existing statutory undertakers, or any other existing equipment commonly found in areas where Charge Points are installed.
- 5.1.2. The Supplier shall conform with PAS 128:2022 Underground Utility Detection.
- 5.1.3. The Supplier shall ensure all personnel carrying out site surveys and handling electrical equipment must register with the Highway Electrical Registration Scheme (HERS) with an Electrotechnical Certification Card (ECS), which is affiliated to the Construction Skills Scheme (CSCS).
- 5.1.4. The Supplier shall ensure a desk-based study and site survey are completed for each Charge Point Site which shall include, but not limited to, the following:
 - a) Site condition
 - b) Site suitability and analysis
 - i. Layout of the Charge Point Site;
 - ii. Surrounding areas, including but not limited to nearby property (with basements), foundations, street lighting, traffic signal, traffic signal power supplies, existing earthing arrangements, and overhead and adjacent structures (bridge decks, overhead wires and tunnels);
 - iii. Street infrastructure such as signage, lighting, bollards, and barriers;
 - iv. Existing utilities above ground, underground and on the ground such as gas, water and electricity supply;
 - v. Hazards such as safety spills and slip, machinery, personal protective equipment and health and safety standards; and
 - vi. Existing drainage and gully.
 - c) Fire – risk assessment and mitigation plan
 - d) Flood – risk assessment and mitigation plan

- e) Electrical – Design and calculations to BS7671, risk assessment and mitigation plan
- f) Environmental Management Plan (EMP) – risk assessment, opportunities log and mitigation plan
- g) Tree – impact assessments
- h) Location for Feeder Pillar and Charge Point
- i) Geotechnical desk study such as identification of weak ground

The Supplier shall ensure each risk is minimised and managed through the design, installation, maintenance, operations, and management of Charge Point Sites.

- 5.1.5. The Charge Point Site shall be designed in accordance with Appendix E – [TfL Streetscape Guidance 2022](#).
- 5.1.6. The Charge Point Unit shall be located at least 2.5 metres from other electrical and non-electrical structure (including lamp posts, metal fences, bike stands, post boxes etc).
- 5.1.7. The Charge Point Site shall allow a minimum of 2 metres footway space retained for pedestrians.
- 5.1.8. Each car parking space shall have a minimum length of 5.5 metres.
- 5.1.9. The Charge Point Site shall be safe for Customer(s) of all protected characteristics to access the Charge Point Unit at all times of day, without introducing risks to road safety or personal safety to road and footway users.
- 5.1.10. The Charge Point Unit and Feeder Pillar shall not be placed close to junctions and crossings to risk obstructing the inter-visibility sightlines between motorists and pedestrians.
- 5.1.11. The Charge Point Site shall not create potential hiding places or locations for anti-social behaviour.
- 5.1.12. The Charge Point Site shall not clutter the local environment either physically or visually.
- 5.1.13. The Charge Point Unit and Feeder Pillar shall not be located close to trees to prevent risk of damage to the canopy and tree roots.
- 5.1.14. The Charge Point Unit and Feeder Pillar shall have sufficient room for maintenance with no litter traps.
- 5.1.15. The Charge Point Unit and Feeder Pillar shall avoid creating pinch points and restricting pedestrian movement.

- 5.1.16. The carriageway width shall be sufficient to allow safe manoeuvring into and out of the bay with a “buffer zone” to protect drivers accessing their vehicles and Charge Point Units, while other traffic can pass by safely. The buffer zone should be at least 1m depth for space of a standard body width (based on PCG standard body ellipse of 600mm) moving around the vehicle, with some accessible for wheelchair customers. For more details, please refer to Design Principles specific to on-street charge points in Appendix F – London’s electric vehicle charge point installation guidance.
- 5.1.17. The Supplier shall not install a solar panel(s) on Charge Point Sites.
- 5.1.18. All Charge Point Sites’ components shall be fixed securely into the ground with tamper-proof fixings.
- 5.1.19. The Supplier shall produce a document which indicates the regulations and/or standards the Charge Point’s components/furniture complies, to inform the Buyer.

5.2. Highways Works and Road Safety Audits

- 5.2.1. The Supplier shall follow Appendix G SQA1900 for TfL Highways Technical Assurance.
- 5.2.2. The Charge Point Site shall be designed in accordance with the following latest series of the [Manual of Contract Documents for Highway Works \(MCHW\)](#), as such manual may be amended or superseded by equivalent standards from time to time:
- Series 0000 – General Arrangement
 - Series 0100 – Preliminaries and Traffic Management
 - Series 0200 – Site Clearance
 - Series 0500 – Drainage and Ducting, Utilities Designs
 - Series 0600 – Earthworks
 - Series 0700 – Road Pavements General
 - Series 0800 – Road Pavement: Unbound, Cement and Other Hydraulically Bound Mixtures (where applicable)
 - Series 0900 – Road Pavements: Bituminous Bound Materials (where applicable)
 - Series 1000 – Road Pavements: Concrete Materials (where applicable)
 - Series 1100 – Kerbs, Footways, Cycleways and Paved Areas
 - Series 1200 – Road Signs and Road Markings
 - Series 1400 – Electrical Work for Road Lighting and Traffic Signs (where applicable)

- 5.2.3. The Supplier shall be responsible for the completion of Road Safety Audits Stages 1 and 2 in accordance with Appendix H – SQA 0170 Road Safety Audit. The Road Safety Audit reports shall be compliant with GGI 19 Road Safety Audit and be submitted to the Buyer for assurance.
- 5.2.4. In the event that Road Safety Audits are completed by a sub-contractor, the Supplier shall provide the Buyer with the sub-contractor's CV, for review and assurance prior to commencement of Road Safety Audit reviews.
- 5.2.5. Once Road Safety Audits are complete, the Supplier shall provide the Buyer with the Audit reports and Detailed Design of the Charge Point Site for review and assurance.

5.3. Electrical

- 5.3.1. The Supplier shall ensure the Charge Point complies with the Electricity Safety, Quality and Continuity Regulations 2002.
- 5.3.2. The Supplier shall be responsible for any communications and costs with the Distribution Network Operator (DNO) for any provision of mains power supply.
- 5.3.3. All works shall comply with BS 7671:2018 + A2:2022– The IET Wiring Regulations Amendment 2 – 2022, as such standards may be amended or superseded by equivalent standards from time to time.
- 5.3.4. For electrical ducting, please refer to section 5.2.2.

5.4. Fire

- 5.4.1. The Supplier shall adopt any recommendation for the design of Charge Point Site in the RC59: Recommendations for fire safety when charging electric vehicles.
- 5.4.2. The Supplier shall set out how the fire risk is minimised and managed through the design, installation, maintenance, inspection, operations and management of the Charge Point, with associated roles and responsibilities in relation to minimising this risk. This is in addition to the CDM requirements, due to the need to communicate with the public around fire safety.
- 5.4.3. The Supplier shall respond to queries within seven working days raised by the Buyer and immediately in a fire risk or emergency. Incidents shall be categorised, please refer to sections 8.1.14 to 8.1.16 for details.

5.5. Drainage

- 5.5.1. The Charge Point Site shall use an impermeable surface to ensure water is directed away from the Charge Point Site.
- 5.5.2. The Charge Point Site shall ensure no ponding occurs as a result of site installation.
- 5.5.3. The Charge Point Site shall have sufficient drainage, especially near basements to mitigate flash flooding or fire-fighting measures.

5.6. Feeder Pillar

- 5.6.1. The Feeder Pillars shall be designed in accordance with section 12.7 of the Appendix E – TfL Streetscape Guidance.
- 5.6.2. The Feeder Pillar shall be located at least 2.5 metres from the Charge Point Unit.
- 5.6.3. Feeder Pillars shall be located in a position separate to the Charge Point Unit at a suitable distance, such that a vehicle collision with a Charge Point Unit will not in most instances also damage the Feeder Pillar, thus enabling safe isolation.
- 5.6.4. The planting depth of the Feeder Pillar shall be at least 400mm.
- 5.6.5. The Feeder Pillars shall be in black (RAL 9005) with a matt finish.
- 5.6.6. All doors on the Feeder Pillar shall be secured with a tamper-proof tri-key cam lock. All locks and hinges shall meet the requirement defined by Section 1418 of Series 1400 in the Specification for Highways Works.
- 5.6.7. The Feeder Pillar enclosure shall meet a rating of IP as defined by Section 1418 of Series 1400 in the Specification for Highways Works.
- 5.6.8. The Feeder Pillar shall meet the requirements as per Table 1 below. The size of the Feeder Pillar shall be agreed with the Buyer.

Type	Height (mm)	Width (mm)	Depth (mm)	Steel Thickness (mm)	Door
1	750	300	170	3	Single
2	750	520	230	3	Single
3	1200	650	300	3	Single
4	1500	1500	450	5	Double

Table 1: Nominal requirements for Feeder Pillar

- 5.6.9. Feeder Pillars shall be manufactured from either powder coated CR 304/ CR316 stainless steel or (for Type 3 and 4 only) Glass Reinforced Plastic (GRP) which satisfies BS 476 Fire Tests Category 2. The appropriate material shall be agreed with the Buyer and relevant Highway Authority during the design stage.
- 5.6.10. Feeder Pillars shall be installed in accordance with the Appendix E – TfL Streetscape Guidance and Section 1418 of Series 1400 in the Specification for Highways Works.
- 5.6.11. Feeder Pillars shall be sealed by backfilling the area within the plinth with dry fine sand to a minimum depth of 50mm. The sand shall be firmly compacted and levelled with the bottom of the plinth. The case flange shall be cleared of sand or other debris and an approved sealing compound shall be mixed (as per manufacturer's instructions) and poured onto the sand. If the sealing compound does not cover the case retaining studs and nuts after pouring, the studs and nuts shall be sealed by pouring a small quantity of the compound over each of them.
- 5.6.12. A durable electricity warning sign shall be fixed to the front of the feeder pillar as defined by Section 1418 of Series 1400 in the Specification for Highways Works.
- 5.6.13. The Feeder Pillars shall include either a back board or equipment mounting system as defined by Section 1418 of Series 1400 in the Specification for Highways Works.
- 5.6.14. All internal switchgear (where applicable) within the Feeder Pillar shall comply with all relevant parts of BS EN 61439 Low-voltage switchgear and control gear assemblies from time to time.
- 5.6.15. All internal switchgear (where applicable) within the Feeder Pillar shall meet a rating of IP 4X as per BS EN 60529:1992+A2:2013 Degrees of protection provided by enclosures at minimum from time to time.
- 5.6.16. All distribution boards within the Feeder Pillar shall be provided with external earth, be phase barriered and be colour coded. They shall be fitted with the same number of live and neutral bus bar terminals as there are outgoing circuits.
- 5.6.17. All distribution miniature circuit breakers (MCBs) or fuse boards shall have enough spare capacity as defined by Section 1418 of Series 1400 in the Specification for Highways Works.
- 5.6.18. At the point of installation, there shall be spare space on the back board as defined by Section 1418 of Series 1400 in Specification for Highways Works. For the avoidance of doubt, this usable spare space is intended to be used for future upgrades and maintenance.

- 5.6.19. The relevant design standards for LV Feeder Pillar connections from the relevant DNO shall be obtained before commencing works.
- 5.6.20. The Feeder Pillar shall be fitted with a suitably approved cut-out and meter.
- 5.6.21. All circuit details and labelling within the Feeder Pillar shall be provided in accordance with BS 7671:2018 + A2:2022– The IET Wiring Regulations Amendment 2 - 2022.
- 5.6.22. The Incoming circuit protective conductor (CPC) to each Feeder Pillar, switchgear arrangement, independent fuse switch or distribution board shall be installed such that it can be easily disconnected for test purposes.
- 5.6.23. Any cables larger than 6mm² shall be double cleated to the backing board.
- 5.6.24. Labels shall be fitted within the Feeder Pillar to identify the origin of supply.
- 5.6.25. All Feeder Pillar earthing systems shall comply with the DNO specification ENA EREC G12 Issue 4 + Amendment 2 2022.
- 5.6.26. A Protective Multiple Earthing 'PME' system shall not be provided for a supply direct to Charge Points installed in the highway, unless the DNO specifies otherwise and in accordance with ENA EREC G12 Issue 4 + Amendment 2 2022.
- 5.6.27. PME fault detection devices in accordance with ENA EREC G12 Issue 4 + Amendment 2 2022 and non-TT supplies shall be assured by the Buyer before use.

5.7. Retention Socket Systems

- 5.7.1. The Retention Socket System consists of retention sockets, adapter plates, access chambers, manhole covers and cable protection systems.
- 5.7.2. The retention sockets and adapter plates shall be installed for each Charge Point. Access chambers and manhole covers shall be installed between the Feeder Pillar and Charge Point Units. The Cable Protection shall be installed to prevent direct contact with soil.
- 5.7.3. Retention Socket System and fully ducted systems shall be used at the Charge Point Sites. The Retention sockets shall consist of a foundation and socket set flush with the ground, into which the Charge Point Unit is securely installed, and associated ducting.
- 5.7.4. The access chamber shall have pre-drilled holes on all sides. Duct caps shall be kept on when the holes are not in use.
- 5.7.5. Any Retention Socket Systems which are installed beneath footways shall comply with BS EN 124:2015 Gully Tops and Manhole Tops for Vehicular and Pedestrian Areas, Class B125 (12.5 tonnes test load) without any fixing. Any Retention Socket Systems which are

installed beneath carriageway shall comply with BS EN 124:2015 Gully Tops and Manhole Tops for Vehicular and Pedestrian Areas, Class D400 (40 tonnes test load) without any fixing.

- 5.7.6. The retention socket and adapter plates shall be made with GS240 cast steel or BS 2789 Casting 500-7 Ductile Iron.
- 5.7.7. The adapter plate shall be made in accordance with the size and shape of the Charge Point Unit. The retention socket shall accept the adapter plate.

5.8. Backfilling for Charge Point Site

- 5.8.1. Backfilling material shall be mass concrete or an acceptable material in accordance with Series 0600 in the Specification for Highways Works. Excavated material from the hold dug for the structure shall be reused where possible and the compacted procedure shall follow the foundation manufacturers requirements. Where the excavated hole is backfilled with concrete, the concrete shall extend from the base of the structure to ground level.
- 5.8.2. All backfilling material shall be placed in 150mm thick layers and well compacted.
- 5.8.3. The corrosion protection system for the structure shall not be damaged during compaction.
- 5.8.4. Where the paving or bituminous surfacing is to be applied around the structure, the top level of the concrete may be reduced by the thickness of the surfacing.
- 5.8.5. The planted structure shall incorporate a mechanism which prevents rotation of the structure in the ground under wind loading to resist the torsional effects of the loading.
- 5.8.6. Settlement due to ground movement shall be reflected in the design of the Retention Socket Systems.

5.9. Road Signage and Road Markings

- 5.9.1. The Supplier shall design the road signage and road markings in accordance with the Traffic Signs Regulations and General Directions 2016 or any successor.
- 5.9.2. The Supplier shall provide the design of the Road Signage and Road Markings as part of the detail design for the Buyer's assurance. The Buyer will assure the design of the Road Signage and Road Markings as part of the detail design assurance process.

5.10. Site Construction

- 5.10.1. The Supplier shall be responsible for arranging suspensions as part of traffic management where required and the related costs, including but not limited to:
- Parking or loading bay suspensions;
 - Bus stop suspensions; and
 - Lane rental charges.
- 5.10.2. The Supplier shall submit detailed design proposals for Charge Point Sites to the Buyer for assurance.
- 5.10.3. The Supplier shall be responsible for constructing, installing, testing, inspecting, and commissioning all utility assets and equipment, including the supply of utilities and services that are required for the operation of Charge Point Sites, and associated cost.

6. Charge Point Unit Specifications

This section states requirements relating to the Charge Point and the works required between the Feeder Pillar and the Charge Point Unit.

6.1. General Requirements

- 6.1.1. All Charge Point Units shall be compliant with such standards and regulations as may be amended or superseded by equivalent standards from time to time.
 - BS EN IEC 61851 Electric Vehicle Conductive Charging System (where applicable);
 - Electromagnetic Compatibility Regulation 2016; and
 - Electrical Equipment (Safety) Regulations 2016 (as amended).
- 6.1.2. All Charge Point Units must have smart functionality and comply with the powers set out by the Automated & Electric Vehicles (AEV) Act 2018 and [Alternative Fuel Infrastructure Regulations 2017](#).
- 6.1.3. The Charge Point Unit shall comply with the Metering Instruments Directive (2014/32/EU or as amended).
- 6.1.4. Meters must have smart functionality as set out in the Electric Vehicles (Smart Charge Points) Regulations 2021. Each outlet shall provide the measurement of energy supplied, to be output to both a display (where fitted).
- 6.1.5. The Charge Point Unit shall identify and implement circular economy principles at each stage of the Services.
- 6.1.6. The Charge Point Unit shall be designed in a manner where future upgrade and compatibility aspects are considered.
- 6.1.7. The Supplier shall ensure the Charge Point Unit's display, by a means which is resistant to weather and vandalism, customer helpline telephone number(s), email (or other means of correspondence agreed by all parties) and a unique asset identifier which may be up to ten (10) alphanumeric digits long.
- 6.1.8. The Supplier shall ensure that the customer helpline telephone number and email (or other means of correspondence agreed by the parties), are displayed on the Charge Point Unit is available for the duration of the Order Contract.

- 6.1.9. The Charge Point Unit shall be certified with a CA mark and conformed to comply with the EMC standards under the CA marks.
- 6.1.10. All components of the Charge Point Unit including any cabling within the housing works without interference to, or susceptibility to interference to, any other CA marked equipment in accordance with UK legislations.
- 6.1.11. The Supplier shall ensure that the Charge Point Unit conforms to all relevant British requirements for Electromagnetic Compatibility (EMC) and the Low Voltage Directive. This may either be by:
- Production of self-certification documentation to demonstrate overall compliance with the EMC requirements; or
 - Testing the Charge Points to prove compliance against Radio Equipment Directive (2014/53/EU or as amended).
- 6.1.12. The Charge Point Unit shall facilitate DC charging.
- 6.1.13. DC Charging Equipment shall be compliant with BS EN 61851-23 Electrical Vehicle Conductive Charging System.
- 6.1.14. Each DC Charge Point Unit output shall be rated at a minimum of 50kW.
- 6.1.15. The electrical components of Charge Point Site shall be compatible with 50Hz electricity supply frequency.
- 6.1.16. The overcurrent protection for all outlets shall be built inside the Charge Point Unit.
- 6.1.17. The Charge Point Unit shall not exceed the dimensions allowed for the installation as stated in the development permit.
- 6.1.18. For Charge Point Units intended to charge two (2) electrical vehicles simultaneously, the Charge Point Unit shall be rated for all outlets to operate at full rated output capacity.
- 6.1.19. The Charge Point Unit shall be able to carry out any software upgrades, reboots and restarts remotely.
- 6.1.20. The Supplier shall use commercially reasonable effort to upgrade the Charge Point hardware equipment to support new technologies and services during the Contract Term consistent with the upgrades provided under other broadly comparable contracts.
- 6.1.21. The Charge Point Unit shall allow full servicing and replacement without disturbance of the pavement or hardstanding surface. No Civil Work should be required.
- 6.1.22. The Charge Point Unit shall be modular in design. In case of equipment failure, the design shall allow modular or sectional replacement.

- 6.1.23. The appearance of the Charge Point Unit shall satisfy the design principles described in the Appendix E – TfL Streetscape Guidance and assured by the Buyer.
- 6.1.24. The Supplier shall ensure that all Charge Point Units conform to all applicable legislative standards at the time of installation and during the Order Contract Period, at its sole expense, the Supplier shall make necessary adjustments to the Charge Point Units to comply with any changes in the applicable legislative standards.
- 6.1.25. The Supplier shall install all parts according to manufacturer's instructions/ guideline.
- 6.1.26. The Supplier shall undertake their own Data Protection Legislation training and account for individuals for each of the appointed Principal Contractors.
- 6.1.27. The Supplier shall make clear that any Penalty Charge Notices (PCN) resulting from exceeding Charge Point Site time restrictions, will be separate from the Supplier's overstay fee.
- 6.1.28. The Charge Point status shall be indicated to customers using lights such as LEDs or display.

6.2. Environmental Testing

- 6.2.1. The Charge Point shall comply with all relevant requirements of the TOPAS 2130B Environmental Tests for Road Traffic Control Equipment unless otherwise specified in this document.
- 6.2.2. The Supplier shall ensure all Charge Point equipment is able to withstand the bumps, drop and topple during the delivery of the equipment to the Charge Point Site.
- 6.2.3. The Charge Point Unit shall be fully corrosion protected for at least the same timeframe as the Order Contract Period.
- 6.2.4. The Ingress Protection of the Charge Point Unit housing shall be IP55 at a minimum.
- 6.2.5. The Impact Resistance of the Charge Point Unit housing shall be IK10 which is equivalent to EN62262 and withstand vandal resistant up to 20 Joules of impact energy.
- 6.2.6. The Supplier shall consider installing bollards for additional protective perimeter. When designing bollards, the PAS 1899:2022 Electric Vehicle – Accessible Charging – Specification shall be considered.

6.3. Communication/ Software

- 6.3.1. The Supplier shall be responsible for providing, installing, and commissioning of any communications infrastructure if required, at their own cost.
- 6.3.2. The Charge Point Unit shall comply with BS EN ISO 15118 Vehicle to Grid Communication Interface.
- 6.3.3. The Charge Point Unit shall comply with Open Charge Point Protocol (OCPP) 2.0.1, Open Smart Charging Protocol (OSCP) and Open Charge Point Interface (OCPI) and any successor.
- 6.3.4. The Supplier shall have a direct communication link with all Charge Point Units.
- 6.3.5. The Supplier shall provide the Buyer with a communication diagram detailing how the communications link is set up between Charge Point Units and back office.

6.4. Data Sharing with the Buyer

- 6.4.1. The Supplier shall ensure that any reports or other reporting specified within the Order Specification as being required to be provided by the Supplier, are provided electronically to the Buyer and are uploaded to a dedicated SharePoint site. The Buyer will continue to consider potential options for the implementation of a longer-term solution for ongoing reporting.
- 6.4.2. The Supplier shall submit the Charge Point location file (see section 6.4.5), the Charge Point Events file (see section 6.4.6) and the Outage Events file (see section 6.4.7).
- 6.4.3. The file shall be in UTF8 character encoded CSV files.
- 6.4.4. The file shall adopt the following naming convention of the file:

ev_suppliername_dataset_filessubmissiontimestamp, where the timestamp is in format *yyyymmddTHHMMSS*. For example:

- *ev_tfl_locations_20211012T151529.csv*
- *ev_tfl_chargingevents_20211117T132444.csv*
- *ev_tfl_outageevents_20211117T132503.csv*

- 6.4.5. Charge Point Location file

#	Attribute name	Description	Format/Values
L1	Charge Point ID*	Charge Point Unit identification name or number, prefixed with the Supplier's name to ensure uniqueness of references	String

L2	Operator*	Name of Supplier	String
L3	Connector format	The format of the connector, tethered cable	Tethered Cable
L4	Number of connectors*	Number of connectors (sockets or cables) that can be used at any one time	Number, no decimal points
L5	Connector ID*	Charge Point socket or cable identification name or number	String
L6	Connector Type	Connector Type	CCS
L7	Street number and name	Street name and number if available	Building Name (if applicable) Street Number Street Name
L8	Postcode	Postal code of the location	Full postcode
L9	Borough	Borough where Charge Point is located	City of London Barking and Dagenham Barnet Bexley Brent Bromley Camden Croydon Ealing Enfield Greenwich Hackney Hammersmith and Fulham Haringey Harrow Havering Hillingdon Hounslow Islington Kensington and Chelsea Kingston upon Thames Lambeth Lewisham Merton Newham Redbridge Richmond upon Thames Southwark Sutton Tower Hamlets Waltham Forest Wandsworth

			Westminster
L10	Latitude*	Latitude of the point in decimal degree. Example: 51.55743	WGS84 GPS Coordinate (to 1m accuracy/5 decimal points)
L11	Longitude*	Longitude of the point in decimal degree. Example: 0.00006	WGS84 GPS Coordinate (to 1m accuracy/5 decimal points)
L12	What3words	using https://what3words.com/ the site ref	format.hurry.ocean
L13	Location description	any relevant description of location and access	String
L14	Power output (kW)*	Maximum power output	Integer
L15	Operating hours	Times when the charge point can be accessed for charging Please use format <i>HH:MM – HH:MM on Weekday</i> , and comma separation between values	String
L16	Parking enforcement arrangements (and physical access restrictions)	Restrictions to parking spot: “EV only” – Reserved parking spot for electric vehicles “Plugged” – Parking only allowed while plugged in (charging) “Disabled” – Reserved parking spot for disabled people with valid ID “Motorcycles only” – Parking spot only suitable for (electric) motorcycles “Taxi only” – Parking spot only suitable for (electric) taxis	EV only Plugged Disabled Motorcycles only Taxi only
L17	Payment methods	Methods of payment accepted at charge point e.g., RFID card, contactless and smartphone app	String
L18	Asset status	Active – charging point is supposed to be usable Decommissioned – historic asset	Active Decommissioned
L19	Operational status	For Active assets only: Online – operational Offline – malfunctioning	Online Offline
L20	Commission date	Date Charge Point commissioned for use	DD/MM/YYYY

L21	Decommission date	Date Charge Point decommissioned and no longer available for use	DD/MM/YYYY
L22	Subscription required	Indication if subscription is required for customer to use the charging station	Yes No
L23	Parking/ Idling fees applicable	Parking fee, if applicable	String
L24	Access or physical restrictions if applicable	e.g. 8.00-16.00 only, 1.75m vehicle height	String
C2	Tariff	Details of pricing tariffs available	String
C3	Price at sale	Pence per kWh paid at plug	Integer
C4	Unit price	Price paid for kWh by Supplier	Integer
C5	Gross margin	Difference between C3 and C4	Integer
C6	Any other characteristics of the connectors that determine what vehicle is able to connect and what is not?		
C7	Device manufacturer and model		String
* Indicates a mandatory attribute			

6.4.6. Charge Point Events file

#	Attribute name	Description	Format
E1	Charge point ID*	Charge Point identification name or number as per charging point location file	String
E2	Connector ID*	Charge Point socket or cable identification name or number as per charging point location file	String
E3	Charging event ID*	The unique ID that identifies the charging event in the Supplier platform.	String
E4	Plug in date and time*	The date and time the vehicle plugged into the Charge Point Unit	YYYY-MM-DDThh:mm:ssZ

		<p>Represent the date/time using Coordinated Universal Time in a format YYYY-MM-DDThh:mm:ssZ. For example, for an event on 6th of June 2022 which took place at 10:30 AM local time, we would expect the timestamp to show 2022-06-06T09:30:00Z. Please refer to midnight as 00:00</p>	
E5	Unplug date and time*	<p>The date and time the vehicle unplugged from the Charge Point Unit</p> <p>Represent the date/time using Coordinated Universal Time in a format YYYY-MM-DDThh:mm:ssZ. For example, for an event on 6th of June 2022 which took place at 10:30 AM local time, we would expect the timestamp to show 2022-06-06T09:30:00Z. Please refer to midnight as 00:00</p>	YYYY-MM-DDThh:mm:ssZ
E6	Charge start date and time*	<p>The date and time the charging event became active</p> <p>Represent the date/time using Coordinated Universal Time in a format YYYY-MM-DDThh:mm:ssZ. For example, for an event on 6th of June 2022 which took place at 10:30 AM local time, we would expect the timestamp to show 2022-06-06T09:30:00Z. Please refer to midnight as 00:00</p>	YYYY-MM-DDThh:mm:ssZ
E7	Charge end date and time*	<p>The date and time the charging event was completed/finished</p> <p>Represent the date/time using Coordinated Universal Time in a format YYYY-MM-DDThh:mm:ssZ. For example, for an event on 6th of June 2022 which took place at 10:30 AM local time, we would expect the timestamp to show 2022-06-06T09:30:00Z. Please refer to midnight as 00:00</p>	YYYY-MM-DDThh:mm:ssZ

E8	Total energy (kWh) supplied*	How many kWh were charged	Number, 4 decimal point accuracy
E9	Charging speed*	Average charge speed during charging event in kW	Number, decimal point accuracy X
E10	Payment type	Subscription or Pay as You Go user	String
E11	Customer Type	State if the customer is Commercial or a Private customer if known	String
* indicates a mandatory attribute			

6.4.7. Outage Events file

#	Attribute name	Description	Format
O1	Charge point ID*	Charge Point identification name or number as per charging point location file	String
O2	Connector ID*	Charge Point socket or cable identification name or number as per charging point location file	String
O3	Outage event ID*	The unique ID that identifies the outage event in the Supplier platform.	String
O4	Outage start date and time*	The date and time the outage began. Represent the date/time using Coordinated Universal Time in a format YYYY-MM-DDThh:mm:ssZ. For example, for an event on 6th of June 2022 which took place at 10:30 AM local time, we would expect the timestamp to show 2022-06-06T09:30:00Z. Please refer to midnight as 00:00	YYYY-MM-DDThh:mm:ssZ
O5	Outage end date and time*	The date and time the outage ended. Represent the date/time using Coordinated Universal Time in a format YYYY-MM-DDThh:mm:ssZ. For example, for an event on 6th of June 2022 which took place at 10:30 AM local time, we would expect the timestamp to show 2022-06-	YYYY-MM-DDThh:mm:ssZ

		06T09:30:00Z. Please refer to midnight as 00:00	
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6.5. Payment

- 6.5.1. The Supplier shall ensure that all financial data is recorded in the functional currency of the Buyer, which as at the Order Contract Start Date is British Pound Sterling (GBP).
- 6.5.2. All digital and software services and apps must comply with the Network and Information Systems Regulations 2018, or equivalent to ensure data is stored, transmitted and received securely. The Supplier shall comply with any successors of these regulations, certificates, and standards.
- 6.5.3. The Charge Point Unit shall be fitted with a payment/access control mechanism and instructions for payment and operation.
- 6.5.4. The Supplier shall ensure the payment solution is cashless.
- 6.5.5. The Supplier shall provide Customer a receipt upon request in line with current legislation.
- 6.5.6. The Supplier shall allow contactless payment, RFID, or payment via an app. The RFID System shall comply with ISO 14443 Cards and security devices for personal identification — Contactless proximity objects from time to time.
- 6.5.7. The Supplier shall ensure that the Customer account is suitable for all types of customers including the public and car clubs.
- 6.5.8. The Supplier shall ensure that when the vehicle battery is full, all charging ceases and no further electricity costs can be incurred.
- 6.5.9. The Supplier shall ensure accurate Customer billing.
- 6.5.10. The Supplier shall have a Back-end System (BES) to manage all Charge Point activities, including but not limited to:
 - 6.5.10.1. The BES shall be compatible with the most updated version of OCPP and OSCP.
 - 6.5.10.2. The BES shall record all Charge Point activities (sections 6.4.5 to 6.4.7 at a minimal) and the receipt of payments against a Customer record.
 - 6.5.10.3. The BES shall ensure that Customers are able to access data for each transaction including but not limited to:
 - Charge Point reference number;
 - Charge Point Unit location;
 - Charge cost;
 - Date and start time of the Charge;

- Date and end time of the Charge;
- Total and billable duration of the Charge;
- kW-hours provided; and
- Payment method.

6.5.10.4. The BES shall calculate the usage and process the completion of the transaction when a customer terminates their charging event in near real-time.

6.5.10.5. The BES shall process and record all Customer financial transaction types in near real time.

6.5.10.6. The BES shall alert the Customer via email, text, or push notification via an app confirming the completion of the transaction in near real time and if electricity cuts off and restarts.

6.5.10.7. The Supplier shall ensure that each charging event is linked to a customer record and/or customer account

6.5.10.8. The BES shall provide customer with a receipt and/or VAT receipt upon request for any financial transaction in line with current legislation.

6.5.10.9. The Supplier shall enable Customer to download a history of all their financial transactions and to keep an account of their transactions.

6.5.10.10. The Supplier shall enable the Customer to view any outstanding balance at any time.

6.5.10.11. The BES shall ensure that customer data can be deleted at customers' requests.

6.5.10.12. The Office for Zero Emission Vehicles (OZEV) is currently reviewing the Charge Point Usage Data Requirements. The Supplier shall ensure their BES comply with OZEV Charge Point Usage Data Requirements when it is available.

6.6. Tethered Cable

6.6.1. The Charge Point Unit's tethered cable shall not be run in such a way to cause an obstruction. More specifically, it shall not create a trip hazard. Any cable obstruction will have negative implications for road safety.

6.6.2. The Supplier shall ensure that all Charge Point plugs conform to the international standard IEC 62196.

6.6.2.1. The Supplier shall only operate publicly accessible high-power direct current recharging point with connection type: Combo 2 CCS connector (BS EN 62196-3:2014) standards.

6.6.3. The Charge Point must provide tethered cables which comply with BS EN 61851-1:2019 Charging Mode 4.

6.7. User Interface

- 6.7.1. The Charge Point shall have a colour touch-screen display for Charge Point customers (including any customers with disabilities) to interact with the Charge Point system.
- 6.7.2. The Supplier shall comply with the BS EN 62368 Audio/video Audio/video, information, and communication technology equipment Safety requirements standard, in addition to BS EN 60073 Basic and safety principles for man-machine interface, marking and identification - Coding principles for indicators and actuators, as may be amended, or superseded by equivalent legislation from time to time.
- 6.7.3. The Supplier shall ensure that the Charge Point Unit has a means of indicating when a vehicle is fully charged and ceased charging.
- 6.7.4. The Charge Point Unit shall display a message to Customer confirming the completion of the transaction in near real time.
- 6.7.5. The Charge Point shall comply with ISO/ IEC DIS 22121-2 Virtual Keyboards User Interface – Part 2: On-screen keyboards with direct touch interface, where a virtual on-screen keyboard is included.
- 6.7.6. The Charge Point shall be conducted in English.
- 6.7.7. The Supplier shall make the following information available to Customers at each Charge Point prior the use of Charge Point:
 - How to operate the Charge Point;
 - How to make payment;
 - Tariffs;
 - Terms and conditions of use;
 - Incident Helpline telephone number; and
 - Email (or any other means of correspondence agreed by the parties).

7. Charge Point Installation, Testing and Commissioning

This section states the requirement for installation, testing and commissioning of the Charge Point Site.

7.1. General Requirements

- 7.1.1. The Supplier shall ensure all installation personnel and any personnel from third parties are competent, as a minimum must hold:
- Relevant New Roads and Street Works Act (NRSWA) 1991 training certification;
 - National Highways Sector Scheme 8 (NHSS 8);
 - Highways and Electrical Registration Scheme (HERS) and in possession of New Roads and Street Works Act (NRSWA) 1991, Section 50 licence; and
 - Electrotechnical Certification Card (ECS).

For the installation, commission and testing of the Charge Points.

- 7.1.2. The Supplier shall install the Charge Point site in accordance with the IET Code of Practice for Electrical Vehicle Charging Equipment (ISBN:184919839X).
- 7.1.3. The electrical supply of the Charge Point installation shall allow the Charge Point equipment to operate at full rated capacity. Where local supply constraints prevent operation at full rated capacity, the Charge Point shall be classified according to actual output capacity.
- 7.1.4. The Supplier shall ensure that installation poses no risk with restriction of footway or hazards associated with trailing leads.
- 7.1.5. The Supplier shall clearly display who to contact in the event of a fault. A process for the reporting of faulty Charge Points shall be in place, addressing any faults within a timely fashion and Customers shall be notified, if possible, with advice of alternative nearby Charge Points.

7.2. Retention Socket System

- 7.2.1. The Retention Socket System shall enable the Charge Point to be removed more easily, as they are not set directly into the ground.
- 7.2.2. The damaged Charge Point Unit can be quickly replaced, and the Charge Point Unit can be removed as a planned measure to enable abnormal loads to pass, or for special events.
- 7.2.3. The Retention Sockets and fully ducted systems shall allow for all Civil Works to be completed before the installation of cables and Charge Points.

7.3. Charge Point Installation

- 7.3.1. The Supplier shall conform to the standards and working practices set out below, as such standards may be amended or superseded by equivalent standards from time to time:
 - a) Energy Network Association – Engineering Recommendation G12 Issue 4 + Amendment 2 2021; and
 - b) BS 7430:2011+A1:2015 - Code of practice for protective earthing of electrical installations.
- 7.3.2. The Supplier shall ensure the installation of the Charge Point complies with the BS EN 61851-21-1:2017 Electric vehicle conductive charging system and BS EN 61140:2016 Protection against Electric Shock.
- 7.3.3. The Supplier shall install all utility assets and equipment in accordance with the approved design and any planning consents for the Charge Point Site.
- 7.3.4. The Supplier shall be responsible for obtaining all relevant permits for installation of on-street Supplier Equipment.
- 7.3.5. The Supplier shall ensure direct communications with relevant officers to manage all preparatory work required to carry out the work.
- 7.3.6. The Supplier shall be responsible for arranging suspensions as part of traffic management where required and is responsible for the related costs, including but not limited to:
 - Parking or loading bay suspensions;
 - Bus stop suspensions; and
 - Lane rental charges.

- 7.3.7. The Supplier shall be responsible for the installation, testing and certification of all electrical equipment and infrastructure within the Charge Point Site and associated costs.
- 7.3.8. Without prejudice to any specific requirements set out in the Order Special Terms, the Supplier shall ensure that adequate arrangements are in place for engaging and managing supply chain partners. All Personnel delivering the services are competent to industry standards and best practice. This shall include any staff employed by any sub-contractors or under short-term contracts to the Supplier or any sub-contractors.

7.4. Charge Point Commissioning

- 7.4.1. The Supplier shall be responsible for organising the commissioning of the Charge Point Site ensuring all relevant parties are involved.
- 7.4.2. All Charge Point Sites must be jointly commissioned by the Supplier and the Buyer prior to entering service.
- 7.4.3. The Buyer shall have the right to inspect any part of the Supplier Equipment, or the works and confirm their conformity with the Supplier's proposed design and/or relevant standards.
- 7.4.4. The Supplier shall, at its own expense, rectify all defects identified in the commissioning stage by the Supplier, and / or rectify all defects identified by the Buyer at the Supplier's cost.
- 7.4.5. The Supplier shall provide any updated as built drawings of the Charge Point Site, Charge Point equipment and site acceptance test for each Charge Point following completion of the commissioning stage.

7.5. Charge Point Testing

- 7.5.1. The Supplier shall complete the electrical testing in accordance with BS 7671, and an Electrical Inspection Certification shall be provided for each Charge Point installation.
- 7.5.2. The Supplier shall provide the electrical testing report to the Buyer for information.

8. Charge Point Inspection, Maintenance and Monitoring

This section states the requirements for the inspection, maintenance, and monitoring of the Charge Point Sites.

8.1. Charge Point Inspection and Maintenance

8.1.1. The Supplier shall ensure all installation personnel and any personnel from third parties are competent, as a minimum must hold:

- Relevant NRSWA training certification;
- National Highways Sector Scheme 8 (NHSS 8);
- Highways and Electrical Registration Scheme (HERS) and in possession of New Roads and Street Works Act 1991, Section 50 license; and
- Electrotechnical Certification Card (ECS).

For inspection, maintenance, monitoring and decommission of the Charge Points.

8.1.2. The Supplier shall complete visual inspections and associated reporting for each Charge Point Site to the Buyer for the preceding 3-monthly period. Visual inspections must include but are not limited to:

- Status of the operational Charge Point Sites;
- Inspect and report on the safety (e.g. electrical cables exposed) and non-safety critical defects (e.g. graffiti) of the charge point.

8.1.3. The Supplier shall complete Electrical Inspections and Testing in accordance with BS 7671 for each Charge Point Site every six (6) months period.

8.1.4. The Supplier shall inform the Buyer on any / all identified faults and repair on the Charge Point Sites, within the Supplier's Maintenance Plan.

8.1.5. The Supplier shall be responsible for any maintenance work on an ongoing basis at no cost to the Buyer.

8.1.6. The Supplier shall provide the Buyer the Supplier's Maintenance Plan for the preceding 4-weekly reporting period.

- 8.1.7. The Supplier shall be responsible for arranging suspensions as part of traffic management where required and is responsible for the related costs, including, but not limited to:
- Parking or loading bay suspensions;
 - Bus stop suspensions; and
 - Lane rental charges.
- 8.1.8. The Supplier shall ensure that it obtains and keeps up to date all necessary permissions, permits and authorities to allow operational and maintenance activities to be undertaken at the Charge Point Sites.
- 8.1.9. The Supplier shall ensure that all operation and maintenance works undertaken on Supplier Equipment are in accordance with the relevant Site Agreement(s) and any planning consents in place for the Charge Point Sites.
- 8.1.10. The Supplier shall be responsible for conducting all maintenance and repair work in accordance with the Health and Safety at Work Act 1974 and with all due regard for the safety of Personnel, customers, the Buyer and members of the public.
- 8.1.11. The Supplier shall be responsible for maintaining the equipment clean and serviceable at all times.
- 8.1.12. The Supplier shall ensure that where individual Charge Points have been suspended, the Supplier shall ensure the following:
- Messages to advise the suspension of Charge Point(s) is/are clearly articulated and visible to the Customer; and
 - Customers are prevented from using the Charge Point(s)
- 8.1.13. The Supplier shall provide any updated as built drawings within the agreed timeframe.
- 8.1.14. In case of Severity One incident being identified, the Supplier's emergency service shall be called. The emergency service team shall investigate, make safe and carry out emergency isolation and rectification work within two (2) hours from notification. Once isolated and made safe, the incident shall be moved down to Severity Two incident.
- 8.1.15. In case of Severity Two incident being identified, the Supplier's service team shall be notified. The service team shall investigate, carry out operational rectification works within twenty-four (24) hours from notification. Any works outside the contract must be defined and agreed by the Buyer prior to implementation. The only exemption is where a delay would render the severity incident escalated to a Severity One incident.

- 8.1.16. In case of Severity Three incident being identified, the Supplier's service team shall be notified. The service team shall carry out cosmetic rectification works within five (5) calendar days from notification.
- 8.1.17. As part of the Service and Maintenance, activities such as monitoring, patching and planned upgrades shall keep the Charge Point operational. The Supplier shall give notice to the Buyer with a minimum of 48 hours of such activities. The Buyer will monitor through internal systems to ensure the Charge Point is operational following any maintenance activities undertaken by the Supplier.
- 8.1.18. The Supplier shall ensure that the Charge Point site shall not constitute a safety or other hazard when the Charge Point is temporarily removed. Electricity supply access shall be capped, and all surfaces shall be flushed to the ground.

8.2. Charge Point Monitoring

- 8.2.1. The remote monitoring service for identification of faults shall be linked with ticketing systems for equipment faults and error reporting at all times.
- 8.2.2. A maintenance plan shared with the Buyer shall include regular checks and an agreement for timely necessary repairs by the Supplier's maintenance crews. Please refer to section 8.1.4

9. Project Management

This section states the project management requirements for delivery of the Charge Point Sites.

- 9.1.1. The Supplier shall provide an overall Project Plan detailing the tasks and activities required by the Supplier and any third party, to design, install, test, commission, inspect, maintain, and operate the Charge Point.
- 9.1.2. The Supplier shall inform the Buyer of progress via regular reporting during the following stages for information:
 - Detailed Design
 - Planning and Consents
 - Construction
 - Commissioning
- 9.1.3. The Supplier shall provide detailed documentation outlining the approach to stakeholder management and engagement to the Buyer for information.
- 9.1.4. The supplier shall provide to the Buyer a detailed approach to risk and issue management, for information, and shall also provide:
 - Detailed risk and opportunity register, which includes risk owners, probability, potential impacts, and mitigations.
- 9.1.5. The Supplier shall provide to the Buyer a detailed approach to the training, qualifications, and development in place for staff to ensure a high standard of project management practice.
- 9.1.6. The Supplier shall provide to the Buyer the competencies and CVs of the key people who will be delivering the project.
- 9.1.7. The Supplier shall attend an inception meeting, arranged by the Buyer, to discuss planning, consents, approvals and design requirements, within 10 Working Days of the Order Start Date.

10. Town Planning and Consents

This section states the town planning and consents requirements for delivery of the Charge Point Sites.

10.1. Town Planning

10.1.1. The Supplier shall provide all necessary documentation to the Buyer, for the Buyer to facilitate the review, internal processing, and submission of Planning Applications for the Charge Point Site. The documents required will include:

- *Appendix I-1 Site location plan at 1:1250 with the site outlined in red and land owned or under the control of the Buyer in blue.
- *Existing and proposed drawings must include:
 - Appendix I-2 Proposed layout
 - Appendix I-3 Existing layout
 - Appendix I-4 Charge Points foundation design drawing
 - Appendix I-5 Charge Points design drawing
 - Appendix I-6 Feeder Pillar design
 - A recognised scale, with a north arrow and a clear descriptive title
 - Any specific Local Planning Authorities requirements (colour etc.)

*Per the detailed design assurance, it is assumed the Buyer, will have assured the Supplier's detailed design (including but not limited to traffic management plans) prior to the Town Planning Applications and Consenting stage.

10.1.2. The planning application and planning condition fee will be at the Supplier's cost.

10.1.3. Where omissions/corrections or alterations are identified by the Buyer or the Local Planning Authority (pre-application to post-decision), the Supplier shall make amendments

to the relevant drawings. The Buyer will liaise directly with the Boroughs on all matters relating to Planning Applications. Site visits may be required by the Buyer.

- 10.1.4. The Buyer estimates Town Planning and Consents to complete within a 5-month timescale, subject to ongoing collaboration with the Supplier. Timescales are subject to change.
- 10.1.5. The Supplier shall ensure that the Charge Point Site is built in accordance with the assured planning drawings, as listed in the relevant decision notice in terms of its detailed design (including measurements, location etc.).
- 10.1.6. The Supplier shall ensure that the Charge Point Site designs do not result in the loss of trees or green verges. The Buyer will review Supplier detailed design, to ensure that those proposals do not result in loss of trees or green verges.
- 10.1.7. The feeder pillar does not require planning consent. If it is shown on drawings, the Supplier shall ensure that the following annotation is added to the relevant drawing – “The feeder pillar does not require planning consent and has been shown for informative purposes only”

10.2. Highway and Traffic Consents

- 10.2.1. The Supplier shall prepare a notice under Section 17 of the London Local Authorities and TfL Act 2013 in accordance with the template provided in Appendix J – Section 17 Notice Template.
- 10.2.2. The Supplier shall post the section 17 notice on/near the proposed location of the Charge Point Unit and provide photographic evidence of the posted notice to the Buyer.
- 10.2.3. The section 17 notice must be posted by the Supplier 28 days prior to works starting on site.
- 10.2.4. The Supplier shall agree to all terms specified within the Section 50 Street Works Licence (NRSWA 1991) provided by the Buyer, for the Charge Point Site as detailed in the relevant Site Agreement(s).
- 10.2.5. The Supplier shall provide the Detailed Design and Traffic Management Plans to the Buyer, to facilitate the submission of Traffic Regulations Order (TRO) applications for the Charge Point Sites, in accordance with the Road Traffic Regulation Act 1984.
- 10.2.6. Fees associated with TROs will be at the Supplier's cost.

- 10.2.7. The Buyer will facilitate Stakeholder Engagement associated with TROs, for each proposed site and respond to any site-specific representations. The Supplier shall collaborate with this approach when necessary.
- 10.2.8. The Supplier is responsible for applying for permits under the London Permit scheme, for any street works required for the Charge Point Sites.
- 10.2.9. The Supplier shall apply for permits via Street Manager (digital service provided by the DfT). The Buyer will facilitate Supplier access to Street Manager and provide high level guidance on approval requirements as well as expected timelines.
- 10.2.10. The Supplier is responsible for applying for any lane rental waivers for applicable sites and associated costs when necessary. The Buyer shall provide guidance and information on the lane rental waiver process when necessary.
- 10.2.11. The Supplier shall be responsible for applying directly to relevant Local Authorities for any required Section 61 consents and associated costs, noting that this is in accordance with the Control of Pollution Act 1974. The Supplier shall ensure that the required Section 61 consents are in place prior to commencement of works.

11. Quality Management

This section states the requirements for quality management for delivery of the Charge Point sites.

- 11.1.1. Upon receipt of pre-construction information, the appointed CDM Principal Designer shall submit a detailed design for the Charge Point to the Buyer for assurance review. The detailed design for the Charge Point should include the 'Charge Point Specification'. In the event that the Buyer provides comments on the design, the Supplier shall provide responses and revised detailed design drawings.
- 11.1.2. The Supplier shall provide a C2 Utility Survey for site extents to the Buyer at the Suppliers cost.
- 11.1.3. The Supplier shall provide Traffic Management Plans to the Buyer for assurance review and to facilitate Traffic Management Act Notifications (TMAN), in accordance with the Highways Act 1980 and the Road Traffic Regulation Act 1984. In the event that the Buyer provides comments on the Traffic management plans, the Supplier shall provide responses and revised plans.
- 11.1.4. The Supplier shall provide a Risk Assessment and Method Statement (RAMS) for the Charge Point Site for the Buyer for review. In the event that the Buyer provides comments, the Supplier shall provide revised RAMS.
- 11.1.5. During construction of the Charge Point Site the Supplier shall facilitate site visits from the Buyer, to ensure that construction and traffic management is compliant with the approved detailed design and traffic management design respectively, as well as Health and Safety. The Supplier shall resolve any issues raised following the site visit, within the agreed timescales.
- 11.1.6. Post construction of the Charge Point Site, the Supplier shall facilitate a final inspection by the Buyer of the Charge Point site. The Supplier shall resolve any issues raised at the site visit.
- 11.1.7. The Supplier shall ensure that while any Civil Works are being carried out, the Highway is kept free from mud, soil and litter arising from the Civil Works.

- 11.1.8. Upon completion of the Civil Works, the Supplier shall provide Health and Safety information and As-Built drawings, as required by the Buyer. The Buyer will facilitate mapping information in the Buyer's asset management database.

12. Management Information and Reporting

This section states the requirements for the management of information and reporting related to the Charge Point Sites.

12.1. Information Management

- 12.1.1. The Supplier shall maintain all information assets and allocate an appropriate retention policy and processes to ensure review and secure disposal.
- 12.1.2. The Supplier shall manage information and records in accordance with BS ISO 15489-1 2016 Records Management.
- 12.1.3. The Supplier shall comply with the provisions of the Data Protection Legislation or any other relevant legislation that may be amended or superseded from time to time.
- 12.1.4. The Supplier shall ensure that appropriate background security checks of all Personnel are performed before such Personnel are permitted to access or handle any personal data or financial/payment processing.
- 12.1.5. The Supplier and the Buyer will comply with all aspects of the provisions of the [Privacy and Electronic Communications Regulations 2003 \(PECR\)](#), as may be amended or replaced from time to time.
- 12.1.6. NOTE: PECR will apply to any website created for the purpose of delivering the Services; it covers the rules on cookie usage as well as email communications and marketing rules/obligation.

12.2. Reporting

- 12.2.1. As a minimum the Supplier shall be required to provide information data stated in sections 6.4.5 to 6.4.7, as well as data relating to 'Charge Point Availability', 'Incident Management', 'Contact Centre Availability', 'Queuing Time' and 'Correspondence' to the Buyer, as stipulated in Annex 8 (*Service Level(s)*) of the Order Special Terms for the preceding Reporting Period (having the meaning given to it in the Order Special Terms).

- 12.2.2. The Supplier shall provide a report every 3 months summarising the data in the reports referred to in section 12.2.1 for the period of 3 months immediately preceding the date of the report and with sufficient data as may be reasonably required by the Buyer to calculate any monies due in accordance with the terms of the Order Contract.

13. Cyber Security

This section states the requirements for cyber security in relation to the Charge Point Sites.

- 13.1.1. In accordance with the Cyber Essentials Scheme, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer upon being appointed. Where the Supplier fails to provide a valid Cyber Essentials Certificate, it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the Buyer its compliance.
- 13.1.2. Where the Supplier continues to process data during the Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under section 13.1.1.
- 13.1.3. The Supplier and all relevant third parties shall ensure that the Supplier Equipment, and Services comply with, as may be amended or superseded by equivalent legislation from time to time:
- BS ISO/IEC 27001:2013 (Specification for Information Security Management);
 - BS ISO/IEC 27002:2013 (Code of Practice for Information Security Management);
 - ISO27001:2013 – Information Security Management
 - TfL Standard SI770 Operational Technology Cyber Security – Governance, which includes conducting a cyber security risk assessment (see Appendix K-1);
 - TfL Standard SI771 Operational Technology Cyber Security – Projects and Upgrades, that ensures that cyber security has been considered at every stage (see Appendix K-2); and
 - TfL Standard SI772 Operational Technology Cyber Security – Operations and Maintenance, including the expected standards supply chain operation and maintenance of the Charge Point from a cyber security perspective (see Appendix K-3).

- 13.1.4. Without prejudice to paragraph 21 of the Order Special Terms, the Supplier shall ensure all Supplier Equipment and Services are compliant throughout the term with the latest version of the Payment Card Industry Data Security Standard (PCI DSS) as may be amended or superseded by equivalent legislation or guidance from time to time.
- 13.1.5. Software solutions (whether they are a mobile application or are Online), shall seek to comply with W3C accessibility standards to enable the widest possible access.
- 13.1.6. The Supplier shall ensure that a security plan is in place to manage and protect confidential information including personal data, service systems integration and availability. The plan shall also include the testing approach, and shall indicate activities where it is expected the customer or other third parties should be involved, including communication links from the service system(s) to third parties
- 13.1.7. The Supplier shall immediately notify the Buyer of any actual or threatened breach in connection with the security of the Supplier Equipment, or Services.
- 13.1.8. The Supplier shall ensure that security measures are in place for the removal of any customer and third-party data and security and/or related configuration information in the event of disposal of equipment or surplus equipment being resold or donated to another party.
- 13.1.9. In the event of a Cyber Breach, whether it be accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data; the Supplier shall provide documentation stating their process in reporting Cyber Breaches to the ICO (Information Commissioners Office).

14. Crime and Disorder

This section states the requirements for crime and disorder management of the Charge Point Sites.

- 14.1.1. The Supplier shall ensure that the Charge Point site is secure and protected at all times (including during construction of the Charge Point Site).

- 14.1.2. The Supplier shall ensure that security precautions (including Charge Point design and on-street payment methods) are employed to prevent misuse and theft at the Charge Point.
- 14.1.3. The Supplier shall ensure that a strategy is in place, in the event that crime occurs (including crime at on-street locations).
- 14.1.4. The Supplier shall monitor internal security matters, including but not limited to access control and reporting of incidents.
- 14.1.5. The Supplier shall ensure that the Charge Point and any accompanying components will be made of a robust material to withstand vandalism.
- 14.1.6. The Supplier shall ensure that all fixtures and fittings for the Charge Point are unique and that access cannot be made to any wiring whereby power can be diverted.
- 14.1.7. The Supplier shall ensure that the implementation of temporary solutions during the Civil Works should be given careful consideration. Where walking routes are altered by the Civil Works, additional way finding signage should be provided in line with Legible London standards to ensure that pedestrians are able to find their way through the works area easily.
- 14.1.8. The Supplier shall ensure that any materials of high value used on the Charge Points must be hidden (if possible) and secured with tamper proof screw fixings etc.
- 14.1.9. The Supplier is responsible for ensuring that a site risk assessment is in place in the event of lone working, as well as take sufficient steps to ensure appropriate security arrangements are in place.
- 14.1.10. The Supplier is responsible for ensuring all relevant parties acknowledge and abide by The Buyer's legal obligations under Section 17 of the [Crime & Disorder Act 1998](#).
- 14.1.11. Where possible during construction of the Charge Point Site, the Supplier shall ensure that good quality solid perimeter treatments of at least 1.8 metres in height are used (the use of 'Heras' fencing or similar should be avoided).
- 14.1.12. Where possible during construction of the Charge Point Site, the Supplier shall ensure appropriate good quality secure storage facilities.

15. Decommission and Exit Management

This section states the requirements for decommission and exit management of the Charge Points.

15.1. Decommission Management

15.1.1. Upon expiry of the Order Contract the Supplier shall at their own cost:

- Terminate their contractual arrangements with the relevant DNO(s) providing power to the Charge Point Sites at the end of the Order Contract;
- Vacate any Buyer premises.
- Remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Charge Point Sites in a clean, safe, and tidy condition.
- Each Charge Point Site's final condition shall be subject to sign off by the Buyer to accept that the Charge Point Sites remain in a clean, safe, and tidy condition and the Supplier is solely responsible for promptly making good any damage to the Charge Point Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier including rectifying any issues raised by the Buyer as part of the sign off process;
- The Buyer shall not be responsible or accountable for any Supplier Equipment or materials used by the Supplier to supply the Deliverables; and
- The Supplier must ensure that the Charge Point Site shall not constitute a safety or other hazard when the Charge Point is removed. Electricity supply access shall be capped, and all surfaces shall be flush to the ground.

15.2. Exit Plan

15.2.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out below and is otherwise reasonably satisfactory to the Buyer. The Exit Plan should be based on the draft version submitted as part of the Supplier's Order Tender.

15.2.2. The parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

15.2.3. The Exit Plan shall set out, as a minimum:

- A detailed description of the activities the Supplier will undertake upon exist of the Order Contract, including a timetable;
- Proposals for the disposal, recycling or re-use of the Supplier Equipment and material; and
- Any other information or assistance reasonably required by the Buyer.

15.2.4. The Supplier shall maintain and update the Exit Plan no less frequently than:

- Every twelve (12) months throughout the Contract Period;
- No later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan; and
- As soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material changes to the Deliverables (including all changes under the Variation Procedure).

15.2.5. The Supplier shall jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures. On if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier shall that draft become the Exit Plan for this Order Contract. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

16. Document References

- Alternative Fuels Infrastructure Regulations 2017
- Automated & Electric Vehicles (AEV) Act 2018
- Automated and Electric Vehicle Act 2018 - Part 2
- BS 2789 Casting 500-7 Ductile Iron
- BS 476 Fire Tests Category 2
- BS 7430:2011+A1:2015 - Code of practice for protective earthing of electrical installations
- BS 7671:2018 + A2:2022– The IET Wiring Regulations Amendment 2 - 2022
- BS 8300-1:2009+A1:2010/2018 & BS 8300-2:2018 Design of an accessible and inclusive built environment - external environment code of practice
- BS EN 124:2015 Gully Tops and Manhole Tops for Vehicular and Pedestrian Areas
- BS EN 60073 Basic and safety principles for man-machine interface, marking and identification - Coding principles for indicators and actuators
- BS EN 60529:1992+A2:2013 Degrees of protection provided by enclosures
- BS EN 61140:2016 Protection against Electric Shock
- BS EN 61439 Low-voltage switchgear and control gear
- BS EN 61851-21-1:2017 Electric vehicle conductive charging system
- BS EN 61851-23 Electrical Vehicle Conductive Charging System
- BS EN 62196 Plugs, socket-outlets, vehicle connectors and vehicle inlets
- BS EN 62368 Audio/video Audio/video, information, and communication technology equipment Safety requirements standard
- BS EN IEC 61851 Electric Vehicle Conductive Charging System (where applicable);
- BS EN ISO 15118 Vehicle to Grid Communication Interface
- BS ISO/IEC 27001:2013 Specification for Information Security Management
- BS ISO 14001:2004 – Environmental Management Systems standards
- BS ISO 15489-1 2016 Records Management
- BS ISO/IEC 27002:2013 Code of Practice for Information Security Management
- BSI ISO 9001:2008 – Quality Management System
- Considerate Contractor Code of Practice
- Construction, Design and Management Regulations 2015
- Control of Pollution Act 1974
- Crime & Disorder Act 1998
- Data Protection Act 2018
- Department for Transport (DfT) Inclusive Mobility – A guide to the best practice on access to pedestrian and transport infrastructure - December 2021
- Disability Discrimination Act (DDA) 1995 guidelines
- Electric Vehicles (Smart Charge Points) Regulations 2021
- Electrical Equipment (Safety) Regulations 2016

- Electrical Equipment Regulations
- Electricity at Work Regulations 1989
- Electricity Safety, Quality and Continuity Regulations 2002
- Electricity Safety, Quality and Continuity Regulations 2002
- Electricity Safety, Quality and Continuity Regulations 2002
- Electromagnetic Compatibility (EMC) and the Low Voltage Directive
- Electromagnetic Compatibility Regulation 2016
- EMC Regulations (2014/30/EU)
- Energy Network Association – Engineering Recommendation G12 Issue 4 + Amendment 2 2021
- Equality Act 2010
- Example – Site Location Plan – Warwick Avenue (Appendix I-1)
- Example – Proposed Layout – Warwick Avenue (Appendix I-2)
- Example – Existing Layout – Warwick Avenue (Appendix I-3)
- Example – Foundation Design Drawing (Appendix I-4)
- Example – Charge Point Design Drawing (Appendix I-5)
- Example – Feeder Pillar General Arrangement (Appendix I-6)
- UK GDPR (as defined in Section 3)
- GGI19 Road Safety Audit
- Health and Safety at Work Act 1974
- Health and Safety Management Requirements (Appendix C)
- Highways Act 1980
- HSG47 Avoiding Danger from Underground Services
- IET Code of Practice for Electrical Vehicle Charging Equipment Installation 4th Edition
- IET Guide to Highway Electrical Street Furniture
- Institute of Engineering and Technology (IET): Guide to Highway Electrical Street Furniture 2018
- ISO 14443 Cards and security devices for personal identification — Contactless proximity objects
- ISO/IEC DIS 22121-2 Virtual Keyboards User Interface – Part 2: On-screen keyboards with direct touch interface
- ISO27001:2013 – Information Security Management
- London Local Authorities and TfL Act 2013
- London's electric vehicle charge point installation guidance (Appendix F)
- London Permit Scheme
- Management of Health and Safety at Work Regulations 1999
- Manual of Contract Documents for Highway Works (MCHW)
- Metering Instruments Directive (2014/32/EU)
- National Disability Strategy 2021
- National Highways Sector Scheme 8 (NHSS 8)
- Network and Information Systems Regulations 2018
- New Roads and Street Works Act (NRSWA) 1991
- Open Charge Point Interface (OCPI)

- Open Charge Point Protocol (OCPP) 2.0.1
- Open Smart Charging Protocol (OSCP)
- PAS 1899:2022 Electric Vehicles – Accessible Charging – Specification
- PAS 128:2022 Underground Utility Detection
- Payment Card Industry Data Security Standard (PCI DSS)
- Privacy and Electronic Communications Regulations 2003 (PECR)
- Radio Equipment Directive (2014/53/EU)
- RC59: Recommendations for fire safety when charging electric vehicles
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013
- Road Traffic Regulation Act 1984
- Roles and Responsibilities (Appendix A)
- SQA 0170 Road Safety Audit (Appendix H)
- SQA 1900 for TfL Highways Technical Assurance (Appendix G)
- TfL Standard SI770 Operational Technology Cyber Security – Governance (Appendix K-1)
- TfL Standard SI771 Operational Technology Cyber Security – Projects and Upgrades (Appendix K-2)
- TfL Standard SI772 Operational Technology Cyber Security – Operations and Maintenance (Appendix K-3)
- TfL Streetscape Guidance (Appendix E)
- TfL Sustainability Report (Appendix D)
- TfL's Corporate Environmental Plan (CEP)
- TfL's Temporary Traffic Management Handbook (Appendix B)
- The Workplace (Health, Safety and Welfare) Regulations 1992
- TOPAS 2130B Environmental Tests for Road Traffic Control Equipment
- Traffic Signs Regulations and General Directions 2016
- W3C accessibility standards
- Waste Electrical and Electronic Equipment (WEEE) regulations

		Supplier	Buyer
	4.1 General Requirements	4.1.4 The Supplier shall conform to the standards and working practice set out in the Order Requirements	
		4.1.5 The Supplier shall comply with all relevant chapter(s) set out in Order Requirements	
		4.1.6 The Supplier shall detail their procedure for ensuring electrical safety is upheld in the design, installation, operation, inspection, maintenance and decommission of the Charge Point	
		4.1.8. The Supplier shall provide the Buyer with all the necessary design information, and documents to enable the Buyer to carry out all applicable processes and legislations for any mobilisation of planning permissions and consents	
		4.1.9. The Supplier shall ensure all works completed, including those of their Subcontractors, follow the Considerate Contractor Code of Practice	
		4.1.10. The Supplier shall ensure that Charge Point sites conform to emerging regulations, legislations and standards that may exist at present or in the future and that compliance will come at no cost to the Buyer	
		4.1.11. The Supplier shall ensure the Charge Point uses accurate time clocks	
	4.2 Safety, Health and Environment (SHE)	4.2.1. The Supplier shall at all times ensure compliance with all relevant health and safety legislation including but not limited to the Principal Contractor and Principal Designer roles within the Construction Design and Management (CDM) 2015 Regulations.	
		4.2.2. The Supplier shall consider and align with TfL Vision Zero	
		4.2.3. The Supplier shall consider throughout the Contract Period, the Health, Safety and Environmental implication of all aspects of the Services and ensure continuous improvement	
		4.2.4. The Supplier shall be solely responsible for the recording, reporting and resolution of safety incidents, near misses, safety audits*, and health and safety concerns in relation to delivering the Services.	The Buyer will conduct regular safety audits in line with TfL health and safety standards.
		4.2.5. The Supplier shall report to the Buyer immediately full details of any accident, safety incidents, near misses, safety audits and health and safety concerns that have been directly reported to the Health and Safety Executive	
		4.2.6. The Supplier and associated Contractor shall report to the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) system	The Buyer will report to TfL's Info Exchange reporting system according to the cases reported to the HSE by the Supplier.
		4.2.7. The Supplier shall take all possible precaution to ensure the safety of the public and customers. This includes informing customers of all protected characteristics	
		4.2.8. The Supplier shall ensure Charge Points and tethered cables are clearly identifiable to those with visual impairment and/or those customers of protected characteristics (4.2.7)	
		4.2.9. The Supplier shall ensure that all Personnel, including sub-contracted third parties, are competent and equipped with appropriate personal protection equipment	

4. GENERAL REQUIREMENTS		4.2.10. The Supplier shall ensure that site specific risk assessments for installation works are carried out and documented	
		4.2.11. The Supplier shall ensure all works on the highway are undertaken in accordance with The New Roads and Street Works Act (NRSWA) 1991	
		4.2.12. The Supplier shall cooperate with the Buyer in maintaining the highest possible health and safety standards in their delivery of the Services, and shall ensure that all its employees, Contractors and Subcontractors shall do likewise	
		4.2.13. The Supplier shall conform to the regulations, standards and working practices set out in the Order Requirements	
		4.2.14. The Supplier shall provide a health and safety risk assessment of using the Charge Points, including risks to the general public, and design out or minimise (where completely designing out is impossible) any health and safety risk	
		4.2.14. The Supplier should consider using the risk assessment outlined in the IET Guide to Highway Electrical Street Furniture.	
	4.2 Accessibility	4.3.1. The Supplier shall ensure the design of the Charge Points comply with the Order Requirements	
		4.3.2. The Supplier shall ensure the design of the Charge Points comply with the requirements of BS 8300-1:2009+A1:20102018 & BS 8300-2:2018 Design of an accessible and inclusive built environment - external environment code of practice	
		4.3.3. The Supplier shall ensure the design of the Charge Point Site aligns with the UK Government National Disability Strategy 2021	
	4.4 Environmental	4.4.1. The Supplier shall conform to the BS ISO 14001:2004 – Environmental Management Systems standards	
		4.4.2. The Supplier shall ensure compliance with all relevant environmental legislation and shall obtain and comply with all necessary environmental permits/ consents at their own cost	
		4.4.3. The Supplier shall ensure all works completed at design, construction, installation, inspection, and operational stages demonstrate that sustainability is considered	
		4.4.4. The Supplier shall ensure that a suitably competent and experienced person is appointed to lead on environmental and sustainability matters	
		4.4.5. The Supplier shall ensure that measures are taken to minimise any potential environmental impacts and to maximise any environmental opportunities	
		4.4.6. The Supplier shall ensure the design of the Charge Points will contribute to London’s aim of becoming a zero-carbon city through the source of the electricity procured for the Charge Point site	
		4.4.7. The Supplier shall take all reasonable steps to mitigate the impacts of EV charging demands on the electrical grid	
		4.4.8. The Supplier shall endeavour to acquire electricity supply from renewable sources	
		4.4.9. The Supplier shall ensure the effective management of the environmental issues associated with the delivery of the Services. The Supplier shall define their environmental management system (EMS) approach within their project-specific Environmental Management Plan (EMP)	

VIL WORKS AND CHARGE POINT DESIGN		4.4.10. The EMP shall align to the requirement of the latest BS EN 14001: 2004 Environmental Management systems standard	
		4.4.11. The Supplier shall submit their EMP to the Buyer within 28 days of appointment	
		4.4.12. The Supplier shall ensure that all refuse, waste, damaged and obsolete Charge Points and equipment are segregated and disposed of in a responsible and environmentally friendly manner by recycling or the use of licensed contractors comply with all the relevant recycling and disposal regulations in particular but not limited to all pertaining regulations and the Waste Electrical and Electronic Equipment (WEEE) regulations	
	5.1 General	5.1.2. The Supplier shall conform with PAS128:2022 Underground Utility Detection	
		5.1.3. The Supplier shall ensure all personnel carrying out site surveys and handling electrical equipment must register with the Highway Electrical Registration Scheme (HERS) with an Electrotechnical Certification Card (ECS), which is affiliated to the Construction Skills Scheme (CSCS)	
		5.1.4. The Supplier shall ensure a desk-based study and site survey are completed for each Charge Point Site	
		The Supplier shall ensure each risk is minimised and managed through the design, installation, maintenance, operations and management of Charge Point Sites	
		5.1.17. The Supplier shall not install a solar panel(s) on Charge Point Sites	
		5.1.19. The Supplier shall produce a document which indicates the regulations and/or standards the Charge Point's components/furniture complies, to inform the Buyer	
	5.2 Highways Works and Road Safety Audits	5.2.1. The Supplier shall follow the SQA1900 for TfL Highways Technical Assurance	
		5.2.2. The Charge Point shall be designed in accordance with the following latest series of the Manual of Contract Documents for Highway Works (MCHW)	
		5.2.3. The Supplier shall be responsible for the completion of Road Safety Audits Stages 1 and 2 in accordance with SQA 0170 Road Safety Audit. The Road Safety Audit reports shall be compliant with GG119 Road Safety Audit and be submitted to the Buyer for assurance.	
		5.2.4. In the event that Road Safety Audits are completed by a sub-contractor, the Supplier shall provide the Buyer with the sub-contractors CV, for review and assurance prior to commencement of Road Safety Audit reviews.	The Buyer will provide assurance reviews of Sub-contractor CVs.
		5.2.5. Once Road Safety Audits are complete, the Supplier shall provide the Buyer with Audit reports and Detailed Design of the Charge Point Site.	The Buyer will provide assurance reviews of Road Safety Audits carried out by sub-contracors.
	5.2 Electrical	5.3.1. The Supplier shall ensure the Charge Point complies with the Electricity Safety, Quality and Continuity Regulations 2002	
		5.3.2. The Supplier shall be responsible for any communications and costs with the Distribution Network Operator (DNO) for any provision of mains power supply	
		5.3.3. The Supplier shall engage with electrical suppliers with Ofgem electricity supply licences and any provisions for associated cost	
		5.4.1. The Supplier shall adopt any recommendation for the design of Charge Point Site in the RC59: Recommendations for fire safety when charging electric vehicles	

5. CP	5.4 Fire	5.4.2. The Supplier shall set out how the fire risk is minimised and managed through the design, installation, maintenance, inspection, operations and management of the Charge Point, with associated roles and responsibilities in relation to minimising this risk. This is in addition to the CDM requirements, due to the need to communicate with the public around fire safety	
		5.4.3. The Supplier shall respond to queries within seven working days raised by the Buyer and immediately in a fire risk or emergency. Incidents shall be categorised, please refer to sections 8.1.16 to 8.1.17 for details	
	5.6 Feeder Pillar		5.6.9. The appropriate material of the Feeder Pillar shall be agreed with the Buyer and relevant Highway Authority during the design stage
	5.9. Road Signage and Road Markings	5.9.1. The Supplier shall design the road signage and road markings in accordance with the Traffic Signs Regulations and General Directions 2016 or any successor	
		5.9.2. The Supplier shall provide the design of the Road Signage and Road Markings as part of the detail design for the Buyer's assurance	5.9.2. The Buyer will assure the design of the Road Signage and Road Markings as part of the detail design assurance process
	5.10. Site Construction	5.10.1. The Supplier shall be responsible for arranging suspensions as part of traffic management where required and the related costs	
		5.10.2. The Supplier shall submit detailed design proposals for Charge Point Sites	5.10.2 The Buyer will assure the detailed design proposals
		The Supplier shall be responsible for constructing, installing, testing, inspecting, and commissioning all utility assets and equipment, including the supply of utilities and services that are required for the operation of Charge Point Sites, and associated cost	
	6.1 General Requirements	6.1.7. The Supplier shall ensure the Charge Point Unit's display, by a means which is resistant to weather and vandalism, a customer helpline telephone number, other means of correspondence agreed by all parties and a unique asset identifier which may be up to ten (10) alphanumeric digits long.	
		6.1.8. The Supplier shall ensure that the customer helpline telephone number and other means of correspondence agreed by all parties, are displayed on the Charge Point Unit is available for the duration of the Order Contract	
		6.1.11. The Supplier shall ensure that Charge Point Unit conform to all relevant British requirements for Electromagnetic Compatibility (EMC) and the Low Voltage Directive	
			6.1.23. The appearance of the Charge Point Unit shall satisfy the design principles described in the TfL Streetscape Guidance 2022 and assured by the Buyer
		6.1.24. The Supplier shall ensure that all Charge Point Units conform to all applicable legislative standards at the time of installation and during the Contract term, at its sole expense, the Supplier shall make necessary adjustments to the Charge Point Units to comply with any changes in the applicable legislative standards	
		6.1.25. The Supplier shall install all parts according to manufacturer's instructions/ guideline	
		6.1.26. The Supplier shall undertake their own GDPR training and account for individuals for each of the appointed Principal Contractors	
		6.1.27. The Supplier shall make clear that any parking charges will be separate from the Supplier's overstay fee	

6. CHARGE POINT UNIT SPECIFICATIONS

6.2 Environmental Testing	6.2.2. The Supplier shall ensure all Charge Point equipment is able to withstand the bumps, drop and topple during the delivery of the equipment to the Charge Point Site	
	6.2.6. The Supplier shall consider installing bollards for additional protective perimeter. When designing bollards, the PAS 1899:2022 shall be considered	
6.3 Communication / Software	6.3.1. The Supplier shall be responsible for providing, installing, and commissioning of any communications infrastructure if required, at their own cost	
	6.3.4. The Supplier shall have a direct communication link with all Charge Point Units	
	6.3.5. The Supplier shall provide the Buyer with a communication diagram detailing how the communications link is set up between Charge Point Units and back office	
6.4 Data Sharing with the Buyer	6.4.1. The Supplier shall ensure that any reports are provided electronically to the Buyer and are uploaded to a dedicated site	
		6.4.2. The Buyer has set to build an automated data pipeline into Data Analytics Program (DAP). Prior to the release of the Buyer's data pipeline solution, the Supplier shall submit the Charge Point location file (see section 6.4.5), the Charge Point Events file (see section 6.4.6) and the Outage Events file (see section 6.4.7)
6.5 Payment	6.5.1. The Supplier shall ensure that all financial data is recorded in the functional currency of the Buyer, which as at the Order Contract Start Date is British Pound Sterling	
	6.5.2. The Supplier shall ensure that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Order Contract are compliant with the Payment Card Industry Data Security Standard (PCI DSS) as updated from time to time	
	6.5.5. The Supplier shall ensure the payment solution is cashless	
	6.5.6. The Supplier shall provide Customer a receipt upon request in line with current legislation	
	6.5.7. The Supplier shall allow contactless payment, RFID, or payment via app. The RFID System shall comply with ISO 14443 Cards and security devices for personal identification — Contactless proximity objects from time to time	
	6.5.8. The Supplier shall ensure that the Customer account is suitable for all types of customers including the public and car clubs	
	6.5.9. The Supplier shall ensure that when the vehicle battery is full, all charging ceases and no further electricity costs can be incurred	
	6.5.10. The Supplier shall ensure accurate Customer billing	
	6.5.11. The Supplier shall have a Back-end System (BES) to manage all Charge Point activities	
	6.5.11.7. The Supplier shall ensure that each charging event is linked to a customer record and/or customer account	
	6.5.11.9. The Supplier shall enable Customer to download a history of all their financial transactions and to keep an account of their transactions	
	6.5.11.10. The Supplier shall enable Customer to view any outstanding balance at any time	
	6.6.2. The Supplier shall ensure that all Charge Point plugs conform to the international standard IEC 62196	

INT INSTALLATION, TESTING AND COMMISSIONING	6.6 Tethered Cable	6.6.2.1.The Supplier shall only operate publicly accessible high-power direct current recharging point with connection type: Combo 2 CCS connector (BS EN 62196-3:2014) standards	
	6.7 User Interface	6.7.2.The Supplier shall comply with the BS EN 62368 Audio/video Audio/video, information, and communication technology equipment Safety requirements standard, as may be amended, or superseded by equivalent legislation from time to time	
		6.7.2.The Supplier shall comply with the BS EN 62368 Audio/video Audio/video, information, and communication technology equipment Safety requirements standard, in addition to BS EN 60073 Basic and safety principles for man-machine interface, marking and identification - Coding principles for indicators and actuators, as may be amended, or superseded by equivalent legislation from time to time	
		6.7.3.The Supplier shall ensure that the Charge Point Unit has a means of indicating when a vehicle is fully charged and ceased charging	
		6.7.7.The Supplier shall make the information enlisted in 6.7.7 available to Customers at each Charge Point prior the use of Charge Point	
	7.1 General Requirements	7.1.1.The Supplier shall ensure all installation personnel and any personnel from third parties are competent	
		7.1.2.The Supplier shall install the Charge Point site in accordance with the IET Code of Practice for Electrical Vehicle Charging Equipment (ISBN:184919839X)	
		7.1.4.The Supplier shall clearly display who to contact in the event of a fault. A process for the reporting of faulty Charge Points shall be in place, addressing any faults within a timely fashion and Customers shall be notified if possible, with advice of alternative nearby Charge Points	
	7.3 Charge Point Installation	7.3.1.The Supplier shall conform to the standards and working practice set out in 7.3.1, as such standards may be amended or superseded by equivalent standards from time to time	
		7.3.2.The Supplier shall ensure the installation of the Charge Point complies with the BS EN 61851-21-1:2017 Electric vehicle conductive charging system and BS EN 61140:2016 Protection against Electric Shock	
		7.3.4.The Supplier shall be responsible for obtaining all relevant permits for installation of on-street Supplier Equipment	
		7.3.5.The Supplier shall ensure direct communications with relevant officers to manage all preparatory work required to carry out the work	
		7.3.6.The Supplier shall be responsible for arranging suspensions as part of traffic management where required and is responsible for the related costs	
		7.3.7.The Supplier shall be responsible for the installation, testing and certification of all electrical equipment and infrastructure within the Charge Point Site and associated costs	
		7.3.8.The Supplier shall ensure that adequate arrangements are in place for engaging and managing supply chain partners. All Personnel delivering the services are competent to industry standards and best practice. This shall include any staff employed by any sub-contractors or under short-term contracts to the Supplier or any sub-contractors	
		7.4.1.The Supplier shall be responsible for organising the commissioning of the Charge Point Site ensuring all relevant parties are involved	

7. CHARGE PO	7.4 Charge Point Commissioning		7.4.3. The Buyer shall have the right to inspect any part of the Supplier Equipment, or the works and confirm their conformity with the Supplier's proposed design and/or relevant standards
		7.4.4. The Supplier shall, at its own expense, rectify all defects identified in the commissioning procedure by the Supplier, and / or rectify all defects identified by the Buyer at the Suppliers cost	
		7.4.5. The Supplier shall provide any updated as built drawings of the Charge Point site, Charge Point equipment and site acceptance test for each Charge Point following completion of the commissioning stage	
	7.5 Charge Point Testing	7.5.1. The supplier shall complete the electrical testing in accordance with BS 7671, and an Electrical Inspection Certification shall be provided for each Charge Point installation	
		7.5.2. The supplier shall provide the electrical testing report to the Buyer for information	
I, MAINTENANCE AND MONITORING	8.1 Charge Point Inspection and Maintenance		
		8.1.1. The Supplier shall ensure all installation personnel and any personnel from third parties are competent	
		8.1.2. The Supplier shall complete visual inspections and reporting for each Charge Point to the Buyer for the preceding 4-weekly period	
		8.1.3. The Supplier shall complete Electrical Inspections and Testing in accordance with BS 7671 for each Charge Point Site	
		8.1.4. The Supplier shall inform the Buyer on any identified faults and repair	
		8.1.5. The Supplier shall be responsible for any maintenance work on an ongoing basis at no cost to the Buyer	
		8.1.6. The Supplier shall provide the Buyer the Suppliers Maintenance Plan for the preceding 4-weekly period	
		8.1.7. The Supplier shall be responsible for arranging suspensions as part of traffic management where required and is responsible for the related costs	
		8.1.8. The Supplier shall ensure that it obtains and keeps up to date all necessary permissions, permits and authorities to allow operational and maintenance activities to be undertaken at the Charge Point Sites	
		8.1.9. The Supplier shall ensure that all operation and maintenance works undertaken on Supplier Equipment are in accordance with the relevant site agreement and any planning consents in place for the Charge Point sites	
		8.1.10. The Supplier shall be responsible for conducting all maintenance and repair work in accordance with the Health and Safety at Work Act 1974 and with all due regard for the safety of Personnel, customers, the Buyer and members of the public	
		8.1.11. The Supplier shall be responsible for maintaining the equipment clean and serviceable at all times	

8. CHARGE POINT INSPECTION		8.1.12. The Supplier shall ensure that where individual Charge Points have been suspended, the Supplier shall ensure the following: Messages to advise the suspension of Charge Point(s) is/are clearly articulated and visible to the Customer; and Customers are prevented from using the Charge Point(s)	
		8.1.13. The Supplier shall provide any updated as built drawings	
		8.1.14. In case of Severity One incident being identified, the supplier's emergency service shall be called. The emergency service team shall investigate, make safe and carry out emergency isolation and rectification work within two (2) hours from notification. Once isolated and made safe, the incident shall be moved down to Severity Two incident	
		8.1.15. In case of Severity Two incident being identified, the supplier's service team shall be notified. The service team shall investigate, carry out operational rectification works within twenty-four (24) hours from notification. Any works outside the warranty or agreement must be defined and agreed by the Contracting Authority prior to implementation. The only exemption is where a delay would render the severity incident escalated to a Severity One incident	
		8.1.16. In case of Severity Three incident being identified, the supplier's service team shall be notified. The service team shall carry out cosmetic rectification works within five (5) calendar days from notification	
		8.1.17. As part of the Service and Maintenance, activities such as monitoring, patching and planned upgrades shall keep the Charge Point operational. The Supplier shall give notice to the Buyer with a minimum of 48 hours of such activities	The Buyer will monitor through internal systems to ensure the Charge Point is operational following any maintenance activities undertaken by the Supplier.
		8.1.18. The Supplier shall ensure that the Charge Point site shall not constitute a safety or other hazard when the Charge Point is temporarily removed. Electricity supply access shall be capped, and all surfaces shall be flash to the ground	
	8.2 Charge Point Monitoring	8.2.2. A maintenance plan shared with the Buyer should include regular checks and an agreement for timely necessary repairs by the Supplier's maintenance crews. See 8.1.4.	
9. PROJECT MANAGEMENT	9. Project Management	9.1.1. The Supplier shall provide an overall Project Plan detailing the tasks and activities required by the Supplier and any third party, to design, install, test, commission, inspect, maintain, and operate the Charge Point	
		9.1.2. The Supplier shall inform the Buyer of progress via regular reporting during the following stages for information: <ul style="list-style-type: none"> • Concept Design • Detailed Design • Planning and Consents • Construction • Commissioning 	
		9.1.3. The Supplier shall provide detailed documentation outlining the approach to stakeholder management and engagement to the Buyer for information	
		9.1.4. The supplier shall provide to the Buyer a detailed approach to risk and issue management for information	
		9.1.5. The Supplier shall provide to the Buyer a detailed approach to the training, qualifications, and development in place for staff to ensure a high standard of project management practice	

J PLANNING AND CONSENTS		9.1.6. The supplier shall provide to the Buyer the competencies and CVs of the key people who will be delivering the project	
	10.1 Town Planning	10.1.1. The Supplier shall provide all necessary documentation to the Buyer, for the Buyer to facilitate the review, internal processing and submission of Planning Applications for the Charge Point Site	
		10.1.2. The planning application and planning condition fee will be at the Suppliers cost	
		10.1.3. Where omissions/corrections or alterations are identified by the Buyer or the Local Planning Authority (pre-application to post-decision) the Supplier shall make amendments to drawings	10.1.3 The Buyer will liaise directly with the Boroughs on all matters relating to Planning Applications. Site visits may be required by the Buyer
			10.1.4. The Buyer estimates Town Planning and Consents to complete within a 5-month timescale, subject to ongoing collaboration with the Supplier. Timescales are subject to change.
		10.1.5. The Supplier shall ensure that the Charge Point Site is built in accordance with the assured planning drawings, as listed in the relevant decision notice in terms of its detailed design	
		10.1.6. The Supplier shall ensure that the Charge Point Site designs do not result in the loss of trees or green verges	10.1.6. The Buyer will review Supplier detailed design, to ensure that that proposals do not result in loss of trees or greed verges
		10.1.7. The feeder pillar does not require planning consent. If it is shown on drawings, the Supplier shall ensure that the following annotation is added to the relevant drawing – “The feeder pillar does not require planning consent and has been shown for informative purposes only”	
	10.2 Highway and Traffic Consents	10.2.1. The Supplier shall prepare a notice under Section 17 of the London Local Authorities and TfL Act 2013	
		10.2.2. The Supplier shall post the section 17 notice on/near the proposed location of the Charge Point Unit and provide photographic evidence of the posted notice to the Buyer	
		10.2.3. The section 17 notice must be posted by the Supplier 28 days prior to works starting on site	
		10.2.4. The Supplier shall agree to all terms specified within the Section 50 Street Works Licence (NRSWA 1991) provided by the Buyer, for the Charge Point Site. (as detailed in the Site Agreement at Order Schedule 22).	
		10.2.5. The Supplier shall provide the Detailed Design sand Traffic Management Plans to the Buyer, to facilitate the submission of Traffic Regulations Order (TRO) applications for the Charge Point Sites, in accordance with the Road Traffic Regulation Act 1984.	
			10.2.7. The Buyer will facilitate Stakeholder Engagement for each proposed site and respond to any site-specific representations. The Supplier shall collaborate with this approach when necessary.
		10.2.8. The Supplier is responsible for applying for permits under the London Permit scheme, for any street works required for the Charge Point Sites	
		10.2.9. The Supplier shall apply for permits via Street Manager (digital service provided by the DfT).	10.2.9. The Buyer will facilitate Supplier access to Street Manager and provide high level guidance on approval requirements as well as expected timelines.
		10.2.10. The Supplier is responsible for applying for any lane rental waivers for applicable sites and associated costs when necessary.	10.2.10. The Buyer shall provide guidance and information on the lane rental waiver process when necessary.

10 TOWN		10.2.11. The Supplier shall be responsible for applying directly to relevant Local Authorities for any required Section 61 consents and associated costs. This is in accordance with the Control of Pollution Act 1974 . The Supplier shall ensure that the required Section 61 consents are in place prior to commencement of works	
11 QUALITY MANAGEMENT	11. Quality Management	11.1.1. Upon receipt of pre-construction information, the appointed CDM Principal Designer shall submit a detailed design for the Charge Point to the Buyer for assurance review. The detailed design for the Charge Point should include the 'Charge Point Specification'	11.1.1. In the event that the Buyer provides comments on the design, the Supplier shall provide responses and revised detailed design drawings
		11.1.2. The Supplier shall provide a C2 Utility Survey for site extents to the Buyer at the Suppliers cost	
		11.1.3. The Supplier shall provide Traffic Management Plans to the Buyer for assurance review and to facilitate Traffic Management Act Notifications (TMAN), in accordance with the Highways Act 1980 and the Road Traffic Regulation Act 1984	11.1.3. In the event that the Buyer provides comments on the Traffic management plans, the Supplier shall provide responses and revised plans.
		11.1.4. The Supplier shall provide a Risk Assessment and Method Statement (RAMS) for the Charge Point Site for the Buyer for review.	11.1.4. In the event that the Buyer provides comments, the Supplier shall provide revised RAMS.
		11.1.6. Post construction of the Charge Point Site, the Supplier shall facilitate a final inspection by the Buyer of the Charge Point site. The Supplier shall resolve any issues raised at the site visit.	
		11.1.7. The Supplier shall ensure that while any Civil Works are being carried out, the Highway is kept free from mud, soil and litter arising from the Civil Works	
		11.1.8. Upon completion of the Civil Works the Supplier shall provide Health and Safety information and As-Built drawings, as required by the Buyer	11.1.8. The Buyer will facilitate mapping information in the Buyer's asset management database
ANAGEMENT INFORMATION AND REPORTING	12.1 Information Management	12.1.1. The Supplier shall maintain all information assets and allocate an appropriate retention policy and processes to ensure review and secure disposal	
		12.1.2. The Supplier shall manage information and records in accordance with BS ISO 15489-1 2016	
		12.1.3. The Supplier shall comply with the provisions of the Data Protection Act 1998 and the General Data Protection Regulation or any other relevant legislation that may be amended or superseded from time to time	
		12.1.4. The Supplier shall ensure that appropriate background security checks of all Personnel are performed before such Personnel are permitted to access or handle any personal data or financial/payment processing	
		12.1.5. The Supplier and the Buyer will comply with all aspects of the provisions of the Privacy and Electronic Communications Regulations 2003 (PECR), as may be amended or replaced from time to time	
	12.2 Reporting	12.2.1. As a minimum the Supplier shall be required to provide information data stated in sections 6.4.5 to 6.4.7, as well as data relating to Contact Centre availability, queuing time, correspondence and finance to the Buyer, as stipulated in the Service Level Agreement	
		12.2.2. The Supplier shall provide a report every 3 months summarising the data in the reports referred to in section 12.2.1 for the period of 3 months immediately preceding the date of the report and with sufficient data as may be reasonably required by the Buyer to calculate any monies due in accordance with the terms of the Order Contract.	

12. M/		12.2.3. The Supplier shall not disclose any confidential information to any third party without the prior written consent from the Buyer. In the event that the Supplier is required to do so by any court, government or regulatory authority or by a Freedom of Information Act (“FOIA”) request. The Supplier shall promptly notify the Buyer of the requirements	
13 CYBER SECURITY	13. Cyber Security	13.1.1. Supplier shall provide a valid Cyber Essentials Certificate to CCS upon being appointed. Where the Supplier fails to provide a valid Cyber Essentials Certificate, it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance	
		13.1.2. Where the Supplier continues to process data during the Contract Period the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under section 14.1.1	
		13.1.3. The Supplier and all relevant third parties shall ensure that the Supplier Equipment, and Services comply with standards as enlisted in 13.1.3	
		13.1.4. The Supplier shall ensure all Supplier Equipment and Services are compliant throughout the term with the latest version of the Payment Card Industry Data Security Standard (PCI DSS) as may be amended or superseded by equivalent legislation or guidance from time to time	
		13.1.5. Software solutions whether App or Online, shall seek to comply with W3C accessibility standards to enable the widest possible access	
		13.1.6. The Supplier shall ensure that a security plan is in place to manage and protect confidential information including personal data, service systems integration and availability. The plan shall also include the testing approach, and shall indicate activities where it is expected the customer or other third parties should be involved, including communication links from the service system(s) to third parties	
		13.1.7. The Supplier shall immediately notify the Buyer of any actual or threatened breach in connection with the security of the Supplier Equipment, or Services	
		13.1.8. The Supplier shall ensure that security measures are in place for the removal of any customer and third-party data and security and/or related configuration information in the event of disposal of equipment or surplus equipment being resold or donated to another party	
		13.1.9. In the event of a Cyber Breach, whether it be accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data; the Supplier shall provide documentation stating their process in reporting Cyber Breaches to the ICO (Information Commissioners Office).	
		14.1.1. The Supplier shall ensure that the Charge Point site is secure and protected at all times (including during construction of the Charge Point Site)	
		14.1.2. The Supplier shall ensure that security precautions (including Charge Point design and on-street payment methods) are employed to prevent misuse and theft at the Charge Point	
		14.1.3. The Supplier shall ensure that a strategy is in place, in the event that crime occurs (including crime at on-street locations)	

14. CRIME AND DISORDER	14. Crime and Disorder	14.1.4. The Supplier shall monitor internal security matters, including but not limited to access control and reporting of incidents	
		14.1.5. The Supplier shall ensure that the Charge Point and any accompanying components will be made of a robust material to withstand vandalism	
		14.1.6. The Supplier shall ensure that all fixtures and fittings for the Charge Point are unique and that access cannot be made to any wiring whereby power can be diverted	
		14.1.7. The Supplier shall ensure that the implementation of temporary solutions during the Civil Works should be given careful consideration. Where walking routes are altered by the Civil Works, additional way finding signage should be provided in line with Legible London standards to ensure that pedestrians are able to find their way through the works area easily	
		14.1.8. The Supplier shall ensure that any materials of high value used on the Charge Points must be hidden (if possible) and secured with tamper proof screw fixings etc	
		14.1.10. The Supplier is responsible for ensuring all relevant parties acknowledge and abide by The Buyer' legal obligations under Section 17 of the Crime & Disorder Act 1998	
		14.1.11. Where possible during construction of the Charge Point Site the Supplier shall ensure that good quality solid perimeter treatments of at least 1.8meters in height are used (the use of 'Heras' fencing or similar should be avoided)	
		14.1.12. Where possible during construction of the Charge Point Site the Supplier shall ensure appropriate good quality secure storage facilities.	
15 EXIT MANAGEMENT	15 Exit Management	<p>15.1.1. Upon expiry of the Order Contract, or at the end of the Termination Assistance Period, (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall at their own cost adhere to listed requirements in 15.1.1:</p> <ul style="list-style-type: none"> • Terminate their contract with the DNO at the end of the Order Contract; • The Supplier shall vacate any Buyer premisses; • Remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe, and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier; • Equipment or materials used by the Supplier to supply the Deliverables; • The Supplier shall ensure that the power supply safely remains in place on all Buyer premisses 	15.1.1. The Buyer shall not be responsible or accountable for any Supplier Equipment or materials used by the Supplier to supply the Deliverables



Temporary Traffic Management handbook

Keeping people safe at roadworks

MAYOR OF LONDON



**TRANSPORT
FOR LONDON**
EVERY JOURNEY MATTERS

About Transport for London (TfL)

Part of the Greater London Authority family led by Mayor of London Sadiq Khan, we are the integrated transport authority responsible for delivering the Mayor's aims for transport.

We have a key role in shaping what life is like in London, helping to realise the Mayor's vision for a 'City for All Londoners'. We are committed to creating a fairer, greener, healthier and more prosperous city. The Mayor's Transport Strategy sets a target for 80 per cent of all journeys to be made on foot, by cycle or using public transport by 2041. To make this a reality, we prioritise health and the quality of people's experience in everything we do.

We manage the city's red route strategic roads and, through collaboration with the London boroughs, can help shape the character of all London's streets. These are the places where Londoners travel, work, shop and socialise. Making them places for people to walk, cycle and spend time will reduce car dependency and improve air quality, revitalise town centres, boost businesses and connect communities.

We run most of London's public transport services, including the London Underground, London Buses, the Docklands Light Railway, London Overground, TfL Rail, London Trams, London River Services, London Dial-a-Ride, Victoria Coach Station, Santander Cycles and the Emirates Air Line. The quality and accessibility of these services is fundamental to Londoners' quality of life. By improving and expanding public transport, we can make people's lives easier and increase the appeal of sustainable travel over private car use.

We are moving ahead with many of London's most significant infrastructure projects, using transport to unlock growth. We are working with partners on major projects like Crossrail 2 and the Bakerloo line extension that will deliver the new homes and jobs London and the UK need. We are in the final phases of completing the Elizabeth line which, when it opens, will add 10 per cent to central London's rail capacity.

Supporting the delivery of high-density, mixed-use developments that are planned around active and sustainable travel will ensure that London's growth is good growth. We also use our own land to provide thousands of new affordable homes and our own supply chain creates tens of thousands of jobs and apprenticeships across the country.

We are committed to being an employer that is fully representative of the community we serve, where everyone can realise their potential. Our aim is to be a fully inclusive employer, valuing and celebrating the diversity of our workforce to improve services for all Londoners.

We are constantly working to improve the city for everyone. This means freezing TfL fares so everyone can afford to use public transport, using data and technology to make services intuitive and easy to use, and doing all we can to make streets and transport services accessible to all. We reinvest every penny of our income to continually improve transport networks for the people who use them every day.

None of this would be possible without the support of boroughs, communities and other partners who we work with to improve our services. We all need to pull together to deliver the Mayor's Transport Strategy; by doing so we can create a better city as London grows.

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London's road network

The London road network is shared between TfL, Highways England, 32 London boroughs and the City of London. TfL manages the Transport for London Road Network (TLRN), more widely recognised as the red routes and is responsible for the maintenance, management and operation of London's 6,000+ sets of traffic signals. The TLRN consists of 580km of road network, which represents just five per cent of London's roads, but it carries around a third of all London's traffic.

The Strategic Road Network (SRN) is made up of roads of significant importance, for which the London boroughs have highway responsibility, but TfL has oversight responsibility in terms of planned schemes and works that are likely to have a detrimental impact on highway performance.

TfL works 24 hours a day, 365 days a year managing the TLRN to make sure journeys are safe and reliable for all our customers. We have access to over 5,000 CCTV cameras that help monitor road network conditions for all road users.

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Foreword



A stylized, handwritten signature in black ink.

Will Norman

Walking and Cycling Commissioner

Roadworks are inevitable in a growing and prospering city like London. Utilities and highways infrastructure require maintaining and modernising; new housing and commercial developments need connections to services; and the Mayor is investing record levels to transform London's streets to make them easier and safer to walk and cycle.

Poorly planned and designed roadworks can be a barrier to people travelling, resulting in delays, inconvenient diversions and, in some cases, unsafe conditions. People cycling are too often asked to dismount or join narrow, congested traffic lanes, and people walking may be sent on extensive diversions, which are often unsuitable for those using a wheelchair or pushing a buggy.

Between 2005 and 2017, 99 people were killed or seriously injured in the vicinity of roadworks on the Transport for London Road Network (TLRN). While the works may not have been the direct cause of these tragedies, we know that unfamiliar road layouts, poorly signed diversions or a complete lack of cycling or footway provision heighten road risk.

No death or serious injury on London's roads is acceptable or inevitable, which is why the Mayor's Vision Zero action plan aims to eradicate all deaths and serious injuries from our streets by 2041. While there is existing regulation and legislation setting standards for temporary traffic management, we know more can be done to deliver safer provision.

This Temporary Traffic Management Handbook provides guidance for traffic management designers and work promoters on how to make roadworks safer. It will not only make our roads safer for vulnerable road users – people who walk, cycle and ride motorcycles – but will also help to unlock the barriers to active travel faced by people who are visually impaired, or who use wheelchairs and other mobility aids.

The handbook has been produced by a working group of industry specialists and the TfL roadworks professionals who have been planning high-quality temporary traffic management arrangements and finding solutions to address the increased road risk caused by roadworks. I am delighted that it has been welcomed by the industry.

These guidelines apply directly to the TLRN and TfL will expect anyone planning works on these roads to follow this good practice. I also encourage these standards to be applied on roads managed by boroughs and other authorities across London.

Well-designed, temporary traffic management plays a key part in making London's streets healthier, safer, and more attractive places to spend time, and contributes to putting London on the right path to becoming the world's most walkable city.

Walking Action Plan: Action 4

Launch the new Temporary Traffic Management Handbook in December 2018 to ensure that roadworks are no longer a barrier to people walking and accessing London's streets.

Road network conditions



27m

journeys are made across London every day, from local walks to deliveries, cycle trips and the daily commute (2016)

16.8m (62%)

trips are made by sustainable modes (walking, cycling and public transport) (2016)

6.6m

walking trips (2016)

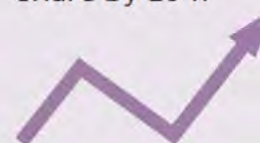


600,000

cycling trips (2016)

80%

Sustainable mode share by 2041



Killed and seriously injured in the vicinity of roadworks (2005-2017)

336

Total Londonwide for all road users

99

Total on the TLRN for all road users

167 (50%)

Number of killed and seriously injured vulnerable road users in London

41 (41%)

Killed and seriously injured on the TLRN were vulnerable road users

28 (8%)

Total fatalities Londonwide for all road users

8 (8%)

Total fatalities on the TLRN for all road users

78%

of people killed and seriously injured on the TLRN were vulnerable road users in 2017

59 / 41%

Split between pedestrians and cyclists killed and seriously injured on the TLRN in 2017

Roadworks activity



355,000

roadworks in London – 2017/18

34,000

roadworks on the TLRN – 2017/18



70,000

applications for permits to undertake roadworks on the TLRN – 2017/18

20,000

roadworks reports on the TLRN from other TfL on-street staff – 2017/18



7,700

reports on the TLRN received from members of public – 2017/18



13,500

fixed penalty notices issued for contravening roadworks regulations on the TLRN since 2010



130

roadworks-related offences prosecuted through the magistrates' courts on the TLRN since 2010

40,000

roadworks inspections on the TLRN – 2017/18



19%

the average work promoter's non-compliance rate for works in progress on the TLRN*



* measured as an average over six preceding periods in Q2 2018



Chapter I – About this guidance

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15 I.3 – Designer's responsibilities

1.1 Introduction

This handbook is provided for all those involved with every aspect of the planning, implementation and inspection of temporary traffic management associated with roadworks and construction activities taking place on the Transport for London Road Network (TLRN). The purpose of this guidance is to ensure that temporary traffic management does not create inconvenient or unsafe conditions for people travelling in London. There is a specific focus on people walking or cycling around works sites, in order to ensure those who wish to walk and cycle are not deterred by poor temporary traffic management.

Safety is at the forefront of this guidance; even where temporary traffic management is designed and set up to be safe, if it causes extensive diversions or significant inconvenience, it may drive unsafe decision-making by people travelling around the works. This handbook supplements existing legislative requirements and guidance that industry professionals will be familiar with:

- The Safety at Street Works and Roadworks: A Code of Practice (the Safety Code)¹
- Chapter 8 of the Traffic Signs Manual (Chapter 8)²
- The Traffic Signs Regulations and General Directions (TSRGD)³

For works on the TLRN, TfL expects this guidance to be followed. Designers and works promoters should check with other highway authorities elsewhere in London to see if they approve the use of this handbook as good practice.

Our aim is to provide those using our streets with a safe, comfortable, intuitive, and consistent passage around roadworks and other construction sites.

This means ensuring that temporary traffic management is of the highest standard. By doing so, it will ensure streets and public spaces attract people from all walks of life and remain places where people choose to walk, cycle or use public transport, even where less space is available than before. Where it is necessary for road users to temporarily deviate away from a more familiar daily landscape, it is important they clearly understand what is expected of them.

Our vision is for organisations working on the road network to accomplish a zero-risk standard for roadworks operations by 2025.



Roadworks should not deter people from walking or cycling

- 1 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/321056/safety-at-streetworks.pdf
- 2 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/203669/traffic-signs-manual-chapter-08-part-01.pdf
- 3 http://www.legislation.gov.uk/ukxi/2016/362/pdfs/ukxi_20160362_en.pdf

1.2 The general principle

Anyone involved with roadworks must always ask themselves these two fundamental questions:

‘Will someone using the road or footway from any direction understand exactly what is happening and what is expected of them?’

‘Have I made the site safe to work in and for the general public?’

When works are necessary on the road network, we expect the commitment to Healthy Streets to be maintained. Walking and cycling should still be positive, attractive choices for people. It is our policy to prioritise walking, cycling and public transport. This handbook will help ensure this approach is incorporated into the traffic management design process, and provide a level of service that is as close as reasonably practicable to the permanent arrangement. This forms part of our commitment to Healthy Streets and our encouragement of active travel under all conditions.

To help meet Healthy Streets objectives, TfL expects traffic management on the TLRN to be:

- **Safe** - minimising collision risk with a sensible balance between practicality and risk mitigation, and feeling comfortable to use at all times of day
- **Inclusive** - allowing comfortable passage for people of all abilities and prioritising those for whom a barrier or diversion could compel them to take uncomfortable, risky or significantly more physically demanding alternatives
- **Practical** - providing realistic ways of enabling movement that minimise disruption for people
- **Legible** - being easily understood and unambiguous for all users

Designers and contractors should seek to re-provide facilities such as walkways or dedicated cycling facilities during roadworks to maintain routes with minimal disruption. They should also ensure those routes offer maximum comfort and comply with the Safety Code and Chapter 8.

It is essential that each proposal to undertake roadworks is given a specific assessment of risk by taking into account the existing road layout, and dedicated road user facilities and demand. Simply implementing a design that complies with the Safety Code is not always acceptable if the prevailing road network conditions are inappropriate for the selected solution.