

forthwith on demand, regardless of whether the *Employer* is submitting or administering the claim.

- (3) Without prejudice to any other right, remedy or power of the *Employer*, the *Contractor* authorises insurers to pay monies under the insurances to the *Employer*.
- (4) The *Employer*, after receipt of monies paid under the insurances, allocates and pays to each party insured that portion of the monies received for the purpose of rectifying the loss that each party insured has suffered. The deductible is borne pro rata by each such party."

Clause 82.5

Insert a new clause:

"82.5

The *Contractor* effects any insurances which it is required to provide under this contract promptly with a reputable insurer or insurers accepted by the *Employer* and authorised to underwrite such risks in the United Kingdom.

The *Contractor* promptly notifies the *Employer* in writing of any claim, event, fact, matter or circumstance which may give rise to the right to make any claim on any insurance.

The *Contractor* does not compromise, surrender, release, settle or waive any claim or potential claim which the *Contractor* has or may have the right to bring, or has brought, under any insurance without the prior consent of the *Employer*.

The *Contractor* does not by any act or omission exclude, limit, reduce, vitiate, prejudice, lose or forgo any of the *Contractor's* and/or the *Employer's* rights to make or proceed with a claim against any insurer.

If the *Contractor* is informed that any insurer providing insurance required by this contract intends to cancel or change any term of any insurance required by this contract, the *Contractor* promptly notifies the *Employer* of such intention.

The *Contractor* promptly notifies the *Employer* in writing of any anticipated or actual event or circumstance which may lead or has led to any insurance required by this contract lapsing or being terminated or the cover under it being reduced or modified.

To the extent that the *Contractor* is entitled to bring any claim or claims under any insurance relating to this contract then the *Contractor* deals with all such claims promptly and diligently and (subject to the requirements of this contract) in accordance with all insurer requirements and recommendations.

The *Contractor* acknowledges that the *Employer* has the right to control and to supervise all dealings with the press, television, reporters, and any other media in relation to any incident, event, claim or action arising in connection with this contract."

- Clause 90.2A            Insert a new clause:
- "90.2A                 Either Party may terminate if the other Party has become insolvent as defined in Section 113 of the Act (**Reason 1A**)."
- Clause 90.6            Insert a new clause:
- "90.6                    The *Employer* may terminate if any of the events referred to at clause 23.5 occur (regardless of whether or not the notice required by clause 23.5 is given by the *Contractor*) (Reason 9)."
- Clause 92.2            Delete the words "Reasons 1, 2, 3 or 4" and replace with "Reasons 1, 1A, 2, 3, 4 or 9".
- Clause 92.3            Insert ", 1A" after "1" in line one.
- Clause 93.3(1)        Delete clause 93.3(1) and substitute:
- "A Party may issue to the other Party a notice of his intention to refer a dispute to adjudication at any time. He refers the dispute to the *Adjudicator* within seven days of the notice."
- Clause 93.3(1A)      Insert a new clause:
- "93.3(1A)              "The *Adjudicator* may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the Parties. As soon as possible after correcting a decision in accordance with this paragraph, the *Adjudicator* must deliver a copy of the corrected decision to each of the Parties to the contract. Any correction of a decision forms part of the decision. If the *Adjudicator's* decision changes an amount notified as due, payment of the sum decided by the *Adjudicator* is due not later than seven days from the date of the decision or the final date for payment of the notified amount whichever is the later."
- Clause 93.3(1B)      Insert new clause:
- "The *Adjudicator* may in his decision allocate his fees and expenses between the Parties."

## Part 2 - Additional Conditions of Contract

The following additional clauses are added:

### Z1A Warranties - Not used

### Z2 Employer's business

The *Contractor* acknowledges that it:

- has sufficient information about *the Employer* and the *works*; and
- is aware of *the Employer's* processes and business; and
- has made all appropriate and necessary enquiries to enable it to Provide the Works in accordance with this contract; and
- is aware of the purposes for which the *works* are required; and
- shall neither be entitled to any additional payment nor excused from any obligation or liability under this contract due to any misinterpretation or misunderstanding by it of any fact relating to the *works*.

### Z3 Best value

The *Contractor* acknowledges that *the Employer* is a best value authority for the purposes of the Local Government Act 1999 and as such *the Employer* is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The *Contractor* assists *the Employer* to discharge *the Employer's* duty where possible, and in doing so, inter alia carries out any reviews of the *works* reasonably requested by *the Employer* from time to time. The *Contractor* negotiates in good faith (acting reasonably) any changes to this contract in order for *the Employer* to achieve best value.

### Z4 Data Protection, Freedom of Information and Data Transparency

- Z4.1** The *Contractor* complies with all of its obligations under the Data Protection Act 1998 and if processing personal data (as such terms are defined in section 1(1) of that Act) on behalf of *the Employer* ("TfL Personal Data"), the *Contractor* only carries out such processing for the purpose of Providing the Works and in accordance with instructions from *the Employer*.
- Z4.2** When the *Contractor* receives a written request from *the Employer* for information about, or a copy of, TfL Personal Data, the *Contractor* supplies such information or data to *the Employer* within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 14 days from the date of the request.
- Z4.3** The *Contractor* acknowledges that *the Employer* is subject to the Freedom of Information Act 2000 and all subordinate legislation made under it, together with the Environmental Information Regulations 2004 (and any provisions that replace these) and any guidance

issued by the Information Commissioner, the Ministry of Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation and agrees to assist and co-operate with *the Employer* to enable *the Employer* to comply with its obligations under such legislation including providing to *the Employer* such information as *the Employer* may reasonably request concerning this contract within five (5) days of a request from the *Employer*. The *Contractor* further acknowledges that *the Employer* may be obliged under such legislation to disclose information without consulting or obtaining consent from the *Contractor*. Without prejudice to the generality of the foregoing the *Contractor* shall transfer to the *Employer* any request for information under the Act that it receives as soon as reasonably practicable. The *Contractor* shall not itself respond to any person making such a request save to acknowledge receipt, unless expressly authorised to do so by the *Employer*. This clause shall survive the expiry or termination of this contract.

**Z4.4** The *Contractor* acknowledges that the *Employer* is subject to the Transparency Commitment. Notwithstanding clause Z4.3 and clause Z6, the *Contractor* gives its consent for the *Employer* to publish the Contract Information to the general public.

**Z4.5** The *Employer* may in its absolute discretion redact all or part of the Contract Information prior to its publication. In doing so and in its absolute discretion the *Employer* may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000 and all subordinate legislation made under it, the Environmental Information Regulations 2004 (and any provisions that replace these) and any guidance issued by the Information Commissioner, the Ministry of Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation. The *Employer* may in its absolute discretion consult with the *Contractor* regarding any redactions to the Contract Information to be published pursuant to clause Z4.4. The *Employer* makes the final decision regarding publication and/or redaction of the Contract Information.

**Z5 Access to Premises**

**Z5.1** Any TfL Premises made available to the *Contractor* in connection with this contract shall be free of charge and shall be used by the *Contractor* solely for the purpose of Providing the Works provided, for the avoidance of doubt, that the *Contractor* is responsible for its own costs of travel including any congestion charging and/or low emission charging. The *Contractor* shall:

- have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises;
- vacate such TfL Premises upon the termination or expiry of the contract or at such earlier date as the *Employer* may determine;
- not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this clause Z5.1;
- ensure that the *Contractor's* personnel carry any identity passes issued to them by the

*Employer* at all relevant times and comply with the *Employer's* security procedures as may be notified by the *Employer* from time to time; and

- not damage the Tfl Premises or any assets on the Tfl Premises.

**Z5.2** Nothing in this clause Z5 shall create or be deemed to create the relationship of landlord and tenant in respect of any Tfl Premises between the *Contractor* and any member of the Tfl Group.

**Z5.3** The *Employer* shall be under no obligation to provide office or other accommodation facilities or services (including telephony and IT services) to the *Contractor* except as may be specified in the Works Information.

**Z5.4** The *Employer* is responsible for maintaining the security of Tfl Premises in accordance with its standard security requirements. The *Contractor* shall comply with all of the *Employer's* security requirements while on Tfl Premises, and shall ensure that all of its personnel comply with such requirements. Upon request, the *Employer* shall provide the *Contractor* with details of the *Employer's* security procedures.

**Z5.5** The *Employer* reserves the right under this contract to refuse to admit to any Tfl Premises any of the *Contractor's* personnel who fail to comply with any of the *Employer's* policies and standards referred to in this contract.

**Z5.6** The *Employer* reserves the right under this contract to instruct any of the *Contractor's* personnel to leave any Tfl Premises at any time for any reason and such personnel shall comply with such instructions immediately.

**Z5.7** Where the *Contractor* is required to access (with appropriate permission and approval of the *Employer*) any areas under the control of any of the *Employer's* PPP or PFI contractors, the *Contractor* must comply with all of their rules, regulations and standards as appropriate.

**Z6 Confidentiality and Publicity**

**Z6.1** Subject to clause 24, each party keeps confidential the terms of this contract and any and all confidential information that it acquires in relation to the other party.

**Z6.2** Neither party uses the other party's confidential information for any purpose other than to perform its obligations under this contract. Each party ensures that its officers and employees comply with the provisions of this clause.

**Z6.3** The obligations on a party set out in clause Z6.1 do not apply to any confidential information which:

**Z6.3(1)** either of the parties can demonstrate is in the public domain (other than as a result of a breach of this clause Z6); or

**Z6.3(2)** a party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

**Z6.4** The provisions of this clause Z6 survive any termination of this contract for a period of 5 years from termination.

**Z7 Conflict of Interest**

**Z7.1** The *Contractor* acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Provision of the Works or any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the *Employer*.

**Z7.2** The *Contractor* undertakes ongoing and regular conflict of interest checks throughout the duration of this contract and in any event not less than once in every six months and notifies *the Employer* in writing immediately on becoming aware of any actual or potential conflict of interest with the Provision of the Works under this contract or any member of the TfL Group and shall work with the *Employer* to do whatever is necessary (including the separation of staff working on, and data relating to, the works from the matter in question) to manage such conflict to the *Employer's* satisfaction, provided that, where the *Employer* is not so satisfied (in its absolute discretion) it shall be entitled to terminate the contract.

**Z8 Compliance with Policies**

**Z8.1** The *Contractor* notifies its personnel and *the Employer* of any health and safety hazards that exist or that may arise in connection with Providing the Works of which the *Contractor* is aware or ought reasonably to be aware.

**Z8.2** The *Contractor* undertakes that all its personnel and those of its Subcontractors and Indirect Subcontractors comply with all of *the Employer's* policies and standards that are relevant to Providing the Works, including those relating to safety, security, business ethics, work place harassment, drugs and alcohol and illegal substances, responsible procurement and any other on site regulations specified by *the Employer* for personnel working at TfL Premises or accessing *the Employer's* computer systems. *The Employer* provides the *Contractor* with copies of such policies on request.

**Z8.3** In Providing the Works, the *Contractor* shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the *Contractor's* activities may impact on the environment) to the need to:

- preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- enhance the environment and have regard to the desirability of achieving sustainable development;
- conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

**Z9 Records, Audit and Inspection**

**Z9.1** In this clause Z9

“Records” means

all necessary information for the evaluation of claims or compensation events, whether or not relating to Subcontractors and/or Indirect Subcontractors,

management accounts, information from management information systems and any other management records,

accounting records (in hard copy as well as computer readable data),

sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids, etc.),

original estimates,

estimating worksheets,

correspondence,

compensation event files (including documentation covering negotiated settlements),

schedules including capital works costs, timetable and progress towards Completion,

general ledger entries detailing cash and trade discounts and rebates,

commitments (agreements and leases),

detailed inspection records,

such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, in each case which have not already been provided to the *Employer*, and

accounts and records of the Price for Works Done to Date and all other amounts to be paid to the *Contractor* under this contract.

**Z9.2** The *Contractor* maintains and procures in each subcontract that each of his Subcontractors, maintains and retains the Records for a minimum of twelve (12) years from Completion with respect to all matters for which the *Contractor* and his Subcontractors and Indirect Subcontractors are responsible under this contract. The *Contractor* procures that each subcontract contains open-book audit rights in favour of the Employer and any novated *Employer* and their authorised representatives.

**Z9.3** The *Contractor* undertakes and procures that his Subcontractors and Indirect Subcontractors undertake their obligations and exercise any rights which relate to the performance of this contract on an open-book basis. The *Employer* and/or any novated *Employer* and their

authorised representatives may from time to time audit on an open-book basis and check any and all information regarding any matter relating to the performance of or compliance with this contract, including without limitation, inspection of the *Contractor's* technical and organisational security measures for the protection of personal data, any aspect of the *Contractor's* operations, costs and expenses, sub-contracts, claims related to compensation events, and financial arrangements or any document referred to therein or relating thereto. The *Employer's* and any novated *Employer's* rights pursuant to this sub-clause include the right to audit and check and to take extracts from any document or record of the *Contractor* and/or his Subcontractors and Indirect Subcontractors including, without limitation, the Records.

**Z9.4** The *Contractor* promptly provides (and procures that his Subcontractors and Indirect Subcontractors promptly provide) all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance by

granting or procuring the grant of access to any premises used in the *Contractor's* performance of this contract, whether the *Contractor's* own premises or otherwise,

granting or procuring the grant of access to any equipment or system (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of this contract, wherever situated and whether the *Contractor's* own equipment or otherwise,

making any contracts and other documents and records required to be maintained under this contract (whether exclusively or non-exclusively) available for audit and inspection,

providing a reasonable number of copies of any subcontracts and other documents or records reasonably required by the *Employer's* and/or any novated *Employer's* auditor and/or granting copying facilities to the *Employer's* and/or any novated *Employer's* auditor for the purposes of making such copies, and

complying with the *Employer's* and/or any novated *Employer's* reasonable requests for access to senior personnel engaged by the *Contractor* in the performance of this contract and/or the *works*.

**Z10 Corrupt Gifts, Fraud and the Payment of Commission**

The *Contractor* does not, and ensures that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the *Employer* or any member of the TfL Group nor favour any employee, officer or agent of the *Employer* or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the *Employer* or any member of the TfL Group other than as a representative of the *Employer*, without the *Employer's* prior written approval.

**Z11 Quality Statement**

**Z11.1** The quality statement sets out the *Contractor's* proposals for the management and resourcing of the *works*.

**Z11.2** The *Contractor* warrants that the representations contained in the quality statement section of his tender are accurate in every respect and may be fully relied upon by the *Employer*, including where the standards represented exceed the minimum originally specified by the *Employer*.

**Z11.3** Should discrepancy arise between the quality statement and the other contract documents the other contract documents take precedence subject to the provisions of clause Z11.2. For the avoidance of doubt no qualifying statement made in the quality statement shall be taken as an acceptance by the *Employer* of such statement or shall limit the requirement of the *Contractor* to Provide the Works in accordance with the Works Information and the contract.

## **Z12 Quality Management System**

The *Contractor* operates a quality management system complying with BS EN ISO 9002 for his performance of the contract. The management, organisation, responsibilities, procedures, processes, resources and programme for the quality management system from design (where applicable) to procurement, construction, completion, testing and commissioning of the *works* until the *defects date* is contained in a quality plan which is submitted to the *Employer* in accordance with the Works Information. Any Subcontractor appointed by the *Contractor* and any Indirect Subcontractor operates a quality system enabling him to comply with the *Contractor's* quality management system.

## **Z13 Recovery of Sums Due from the Contractor**

When under this contract any sum of money is recoverable from or payable by the *Contractor* such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the *Contractor* under this contract or any other contract with the *Employer*. Any sum due from the *Contractor*, whether under this contract or any other contract with the *Employer*, shall be payable as a debt to the *Employer*.

## **Z14 Nuisance**

**Z14.1** The *Contractor* at all times prevents any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the *works* or of any obligation under clause 43 and assists the *Employer* in defending any action or proceedings which may be instituted in relation to the same. The *Contractor* is responsible for and indemnifies the *Employer* from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference, except only where such nuisance or interference is the consequence of an instruction of the *Employer*.

**Z14.2** Without prejudice to the *Contractor's* obligations under clause Z14.1, the *Contractor* ensures that there is no trespass on or over any adjoining or neighbouring property arising out of the *works* or of any obligation under clause 41. If the carrying out of the *works* or of any obligation

under clause 41 is likely to necessitate any interference (including, without limitation, the oversailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers, then the *Contractor*, at no cost to the *Employer*, obtains the prior written agreement of such owners and/or occupiers to the work, and such agreement will be subject to the approval of the *Employer* before execution. The *Contractor* complies in every respect with any conditions in any such agreement.

## **Z15 Construction Industry Scheme**

**Z15.1** Where the HM Revenue & Customs' Construction Industry Scheme applies to any payment to be made by the *Employer* to the *Contractor* under the contract, the obligations of the *Employer* to make such payment will be subject to the provisions of the Construction Industry Scheme. Unless and until HM Revenue and Customs confirms to the *Employer* that the *Employer* can make any payment to the *Contractor* without any tax deduction, the *Employer* deducts any tax from payments due to the *Contractor* under this contract at the rate specified by HM Revenue and Customs pursuant to the Construction Industry Scheme before paying the balance to the *Contractor*. The *Employer* accounts to HM Revenue and Customs for any tax so deducted.

## **Z17 Equality & Diversity Compliance**

**Z17.1** Without limiting the generality of any other provision of the contract, the *Contractor*:

- does not unlawfully discriminate;
- procures that its personnel do not unlawfully discriminate; and
- uses reasonable endeavours to procure that its Subcontractors and any Indirect Subcontractors do not unlawfully discriminate in relation to the *works*

within the meaning and scope of:

- the Sex Discrimination Act 1975;
- the Race Relations Act 1976 (including the Race Relations (Amendment) Act 2000);
- the Disability Discrimination Act 1995 (as amended by the Disability Discrimination Act 2005);
- the Employment Equality (Sexual Orientation) Regulations 2003;
- the Employment Equality (Religion or Belief) Regulations 2003;
- the Equality Act 2006;
- and any other relevant enactments in force from time to time relation to discrimination in employment.

**Z17.2** The *Contractor* acknowledges that the *Employer* is under a duty under Section 71 of the Race Relations Act 1976 to have due regard to the need to eliminate unlawful racial discrimination

and to promote equality of opportunity and good relations between persons of different racial groups. In the performance of the contract, the *Contractor* assists and co-operates and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate with the *Employer* where possible in satisfying this duty.

**Z17.3** The *Contractor* acknowledges that the *Employer* is under a duty by virtue of a Mayor of London's direction under Section 155 of the Greater London Authority Act 1999 (in respect of the Greater London Authority's duty under section 404(2) of the Greater London Authority Act 1999) to have due regard to the need to:

- promote equality of opportunity for all persons irrespective of their race, gender, disability, age, sexual orientation or religion;
- eliminate unlawful discrimination; and
- promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in the performance of the contract, the *Contractor* assists and co-operates and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate with the *Employer* where possible to enable the *Employer* to satisfy its duty.

**Z17.4** The *Employer's Workplace Policy* requires the *Employer's* own staff and those of its Subcontractors and Indirect Subcontractors to comply fully with the Workplace Policy to eradicate harassment in the workplace. The *Contractor*:

- ensures that its staff, and those of its Subcontractors and Indirect Subcontractors who are engaged in the performance of the contract are fully conversant with the requirements of the Workplace Policy;
- fully investigate allegations of workplace harassment in accordance with the Workplace Policy; and
- ensures that appropriate effective action is taken where harassment is found to have occurred.

**Z17.5** The *Contractor* acknowledges that the *Employer* is under a duty under Section 49A of the Disability Discrimination Act 1995 (as amended by the Disability Discrimination Act 2005) to have due regard to the need to

- eliminates discrimination that is unlawful under the Disability Discrimination Acts;
- eliminate harassment of disabled persons related to their disabilities and promote equality of opportunity between disabled persons and other persons;
- take steps to take account of disabled persons' disabilities (even when that involves treating disabled persons more favourably than other persons); and
- promote positive attitudes towards disabled persons and encourage participation by

disabled persons in public life

and in the performance of the contract, the *Contractor*, assists and co-operates, and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate, with the *Employer* where possible to enable the *Employer* to satisfy its duty.

**Z17.6** The *Contractor* assists and co-operates with the *Employer* and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate where possible with the *Employer's* compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections.

**Z18 Considerate Constructors Scheme – Not used**

**Z19 Use of Existing Services**

The *Employer* does not warrant the suitability or availability of installations and services for the *Contractor's* use and the *Contractor* shall take measures to supplement them as necessary.

**Z20 Design Check Certificate**

All design prepared by the *Contractor* and submitted to the *Employer* is supported by a design check certificate in the form attached to the Works Information signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. If the certifying engineer is not an employee of the *Contractor*, he is a Subcontractor.

**Z21 Goods vehicles operator's licence**

Each goods vehicle used by the *Contractor* or his Subcontractors and Indirect Subcontractors in connection with this contract displays the vehicle licence disc relevant to the goods operator's licence under which the vehicle is operated or, in the absence of an operator's licence disc, the vehicle carries documentation giving the operator's licence number, name and address.

**Z22 Sustainable Timber - Not used**

**Z23 London Living Wage – Not used**

**Z24 Lane Rental – Not used**

**Z25 Freight Operator Recognition Scheme (FORS)**

**Z25.1** TfL promotes the use of its public transport services and also the use of alternative means of transport such as cycling and walking.

TfL wishes to ensure that cyclists and pedestrians be able to safely use the roads in Greater London.

To this end, TfL has developed some obligations to be discharged by its contractors, which obligations relate to the operation of freight vehicles by the contractor and its sub-contractors in undertaking the contract.

For the purposes of this Clause Z25 of this Contract, the following expressions shall have the following meanings:

- “Approved Driver Training”** the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training details of which can be found at:  
  
[www.fors-online.org.uk](http://www.fors-online.org.uk)
- “Bronze Accreditation”** the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  
  
[www.fors-online.org.uk](http://www.fors-online.org.uk)
- “Car-derived Vans”** a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
- “Class VI Mirror”** a mirror that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
- “Close Proximity Sensor”** a device consisting of a sensor system that detects objects in a vehicle’s blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle’s indicators are engaged;
- “Collision Report”** a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
- “Contract Variation Date”** Within 3 months of instruction for the first work package order
- “Driver”** any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;

<b>“DVLA”</b>	<b>Driver and Vehicle Licensing Agency;</b>
<b>“FORS”</b>	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
<b>“FORS Standard”</b>	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Freight Vehicle”</b>	a Lorry, a Van or a Car-derived Van;
<b>“Fresnel Lens”</b>	a clear thin plastic lens that is press fitted to a lorry window on the passenger side and that allows the driver to see that which is in the vehicle’s blind spot;
<b>“Gold Accreditation”</b>	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:  <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Lorry”</b>	a vehicle with an MAM exceeding 3,500 kilograms;
<b>“MAM”</b>	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
<b>“Side Guards”</b>	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
<b>“Silver Accreditation”</b>	the intermediate level of accreditation within the FORS Standard, the requirements of which are more

particularly described at:

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

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

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

Z25.2 Where the Operator operates Freight Vehicles, it shall within 90 days of the Contract Variation Date:

Z25.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “Alternative Scheme”); and

Z25.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme.

Z25.3 The Operator shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Operator has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Z25.4 The Operator shall ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 12A.2 and 12A.3 as if they applied directly to the sub-contractor.

### **Safety Equipment on Vehicles**

Z25.5 The Operator shall ensure that every Lorry, which it uses to provide the Services, shall:

Z25.5.1 have Side Guards, unless the Operator can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;

Z25.5.2 have a close proximity warning system fitted comprising:

Z25.5.2.1 a front-mounted, rear-facing CCTV camera with in-cab live feed from the said camera or a Fresnel Lens where the Fresnel Lens provides a reliable alternative to the CCTV camera and where the Operator has obtained the Authority’s approval to use the Fresnel Lens, which approval the Authority may withhold in its unfettered discretion; and

Z25.5.2.2 a Close Proximity Sensor.

Z25.5.3 have a Class VI Mirror; and

Z25.5.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.