



Bus Drivers' on Highway Toilet Facilities

For the purposes of this Clause 14.1.6, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, www.tfl.gov.uk).

14.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

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

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

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

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

Work Related Road Risk

14.4 For the purposes of Clauses 14.4 to 14.13 (inclusive) of this [Agreement],

the following expressions shall have the following meanings:

"Approved Progressive Training"

An ongoing programme of personal development that uses a combination of theoretical, e-learning, practical and on the job training to ensure Drivers have the knowledge, skills and attitude to operate



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safely on urban roads and shall include:

14.4.1 Safe Urban Driving (SUD) training to be undertaken every five years; or

14.4.2 A training course, which in the reasonable opinion of the Authority is an acceptable substitute to SUD; and

14.4.3 One safety related FORS e-learning module to be undertaken every twelve (12) months;

“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

“Category N2 Lorry”

means 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 Lorry”

means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms

“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;

“Collision Report”

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

“Delivery and Servicing Vehicle”

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

“Driver”

any employee of the [Service Provider] (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the [Service Provider] while delivering the [Services];





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“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 Lorry cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Front Underrun Protection”	devices that are fitted at the front of Lorries and which comply with EC Directive 2000/40/EEC and the Road Vehicles (Construction and Use) Regulations 1986
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Underrun Protection”	devices that are fitted between the front and rear axles of Lorries and which comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;





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- “Silver Accreditation”** the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
- “Van”** a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

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

- 14.5.1 (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
- 14.5.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the [Service Provider] has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on Lorries

14.6 The [Service Provider] shall ensure that every Lorry, which it uses to provide the [Services], shall have:

- 14.6.1 Side Underrun Protection fitted at a height not exceeding 550mm from the ground, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Lorry will not perform the function for which it was built if the Side Underrun Protection is fitted;
- 14.6.2 Front Underrun Protection fitted at a height not exceeding 400mm from the ground, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Lorry will not perform the function for which it was built if the Front Underrun Protection is fitted;





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- 14.6.3 equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre;
- 14.6.4 prominent signage on the Lorry to warn cyclists and other road users of the dangers of the Lorry's near side blind spot and of getting too close to the Lorry; and
- 14.6.5 front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

Direct Vision Standard

14.7 Where applicable,

- 14.7.1 the Service Provider shall comply with the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Agreement.
- 14.7.2 the Service Provider shall ensure that:
 - 14.7.3 from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;
 - 14.7.4 from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and
- 14.7.5 the conditions at all sites and locations where:
 - 14.7.5.1 the Services are being delivered, or
 - 14.7.5.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provisions of the Services.

Driver Licence Checks

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

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





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

14.8.2.1 0 – 5 points on the driving licence – six monthly checks;

14.8.2.2 6 – 8 points on the driving licence – quarterly checks; or

14.8.2.3 9 or more points on the driving licence – monthly checks.

Driver Training

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

Collision Reporting

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

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

14.10.2 within 15 days of the Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five working days of a written request from the Authority at anytime.

Self-Certification of Compliance

14.11 Where the Service Provider] operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to the Authority detailing its compliance with **Clauses 14.5, 14.6, 14.7, 14.8, 14.9 and 14.10** of this Agreement (the “**WRRR Self-Certification Report**”). The Service





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Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each three month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Subcontractors

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

14.12.1 **Clause 14.55;**

14.12.2 for Category N2 Lorries – **Clauses 14.6, 14.8, 14.9, 14.10 and 14.11;**

14.12.3 for Category N3 Lorries – **Clauses 14.6, 14.7, 14.7.2, 14.8, 14.9, 14.10** and, where applicable, the appropriate provisions of the Heavy Goods Vehicle Direct Vision Standard Schedule; and

14.12.4 for Vans and Car-Derived Vans – **Clauses 14.8, 14.9 and 14.10**

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

Failure to Comply

14.13 Without limiting the effect of any other clause of this [Agreement] relating to termination, if the Service Provider fails to comply with **Clauses 14.5, 14.6, 14.7** (where applicable), **14.7.2, 14.8, 14.9, 14.10, 14.11 and 14.12:**

14.13.1 the Service Provider has committed a material breach of this Agreement; and

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

15. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL





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

16. Equipment

16.1 Risk in:

16.1.1 all Service Provider's Equipment shall be with the Service Provider at all times; and

16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Contracting Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

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

17. Quality and Best Value

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

18. Records, Audit and Inspection

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

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement and the relevant Call-Off Contract (including time-sheets for the Service

