arrange for both copies of the Contracts to be signed by the Authority and will send a completed signed Contract to the Service Provider.

3.3 Each Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Contract and such documentation shall together form a separate agreement between the Parties.

3.4 The Authority is not obliged to approve or agree any Strategic Response.

3.5 The Service Provider shall provide a joint Project Plan (with the Creative Agency) as a timetable for any Services to be provided by the Service Provider pursuant to a Contract. The Service Provider shall provide the Services in respect of a Contract in accordance with Milestones (if any) and the Project Plan (if any) as agreed with the Employer from time to time. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.

4 TERM OF AGREEMENT AND CONTRACTS

4.1 This Agreement commences on the Agreement Commencement Date and (subject to clause 4.2) continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.

4.2 At the Authority's sole discretion, the Term may be extended by one Year by the Authority giving notice to the Service Provider not less than one hundred and eighty (180) days before the third anniversary of the Agreement Commencement Date.

4.3 Each Contract Term shall commence on the date of issue of a Contact Report following a Brief in accordance with clause 3.2.1. Each Contract Term shall continue until the Authority agrees that the Services required by such Brief are complete unless a shorter period is stated in the Brief or unless such Brief is terminated by the Authority in accordance with this Agreement. Unless stated otherwise in a Contract, the Contract Term and the Services provided pursuant to a Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Contract.

4.4 A Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Contract or this Agreement.

5 THE SERVICES

5.1 The Service Provider:

5.1.1 shall provide the Services specified in a Contract to the Authority in accordance with this Agreement and the terms of the relevant Contract;

5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the requirements of the Contract;

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

5.1.4 shall promptly bring to the attention of the Campaign Manager any matter that is not adequately specified or defined in the Contract or any other relevant document;

5.1.5 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under a Contract; and

5.1.6 shall make media bookings in accordance with the media plan agreed with the Authority (including without limitation in relation to timescales agreed in the relevant media plan).

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

5.3 The Service Provider shall provide the Services in response to each Contract

5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

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

5.4 The Service Provider will co-operate fully with the Authority, the Authority's employees, agents and representatives and, where requested by the Authority, other service providers notified to the Service Provider. The Service Provider is aware of the purposes for which the Advertising is required and it acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services.

5.5 The Service Provider shall liaise, co-operate and provide key information at the requested times with Media Auditors and other such suppliers as the Authority may reasonably require.

5.6 The Service Provider shall in the placement of Advertising have regard to TfL's Advertising Policy (if applicable), and shall ensure that any placement of Advertising or communication materials online or in any other media channel is not done in such a way that could bring the Authority into disrepute.

5.7 During the Term the Service Provider will not without the Authority's written agreement act in connection with the advertising of a product or service which is a direct competitor of the Contracting Authority.

5.8 **Service Level Agreement**

5.8.1 The Service Level Agreement shall be in the form agreed by the Parties in accordance with the process in clause 5.8.2.

5.8.2 **Process for agreeing Service Level Agreement**

Where the Authority provides a draft Service Level Agreement to the Service Provider, within ten (10) Business Days the Service Provider shall either: (i) confirm its agreement to the draft Service Level Agreement issued by the Authority pursuant to this paragraph (a), or (ii) provide reasons why it cannot agree such draft Service Level Agreement and request a meeting with the Authority to discuss the Service Level Agreement, following which the Parties shall meet to discuss and agree the Service Level Agreement within five (5) Business Days.

5.8.3 The Service Provider agrees that the Authority shall be entitled to make deductions from the Charges or additional payments in accordance with the Service Level Agreement. The Parties agree that any such deductions are a genuine and reasonable pre-estimate of the loss which the Authority would suffer during the Term arising from a failure by the Service Provider to provide the Services as contemplated in this Agreement and are proportionate to the Authority's legitimate interests.

5.8.4 The provisions of this clause 5.8 shall be without prejudice to the Authority Group's other rights and remedies under this Agreement,

including the Authority Group's rights to seek injunctive relief in any court of competent jurisdiction and/or to claim damages where the loss suffered exceeds the deductions applicable under the Service Level Agreement. Payment for performance may be agreed and introduced by mutual agreement during the framework term.

5.8.5 The Authority shall be entitled to review the Service Level Agreement in accordance with this clause 5.8 not more often than every three (3) calendar months.

5A. Amendments to the Services

5A. 1 The Authority may request the Service Provider to change, cancel or stop any and all plans, schedules or work in progress and the Service Provider will take all reasonable steps to comply with any such request provided that the Service Provider is able to do so within its contractual obligations to media, suppliers and sub-contractors.

5A.2 In the event of any cancellation or amendment to which the Authority has given prior approval the Authority will reimburse the Service Provider for any charges or expenses incurred by the Service Provider or to which the Service Provider is committed which the Authority has agreed as reasonable and also pay the Service Provider's agreed remuneration covering these terms save to the extent that save such cancellation or amendment was necessary due to the fault of the Service Provider.

5A.3 The Service Provider shall use all reasonable endeavours to ensure that its contracts with media, suppliers and sub-contractors contain a clause in the same terms as 5A.1 above.

5A.4 The Service Provider shall give the Authority advanced notice in writing of any contractual obligations the Service Provider enters into or has entered into with suppliers or subcontractors which shall make the Authority liable to incur costs to that supplier or subcontractor in the event that the supplier or subcontractor cancels or amends its contract with the Service Provider.

6 CHARGES

6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and Schedule 4 and in consideration of, and subject to the due performance of the Services by the Service Provider in accordance with the relevant Brief and agreed budget, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Contract.

6.2 Subject to clause 6A, the Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Brief and the Service Provider's joint Strategic Response or in this Agreement or have been incurred with the prior written consent of the Authority, in which case the

Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

6.4 The Authority shall pay Commission to the Service Provider for each media booking (excluding planning for TfL On-System and Contra Media) in accordance with and at the rate stated in Schedule 4 unless otherwise agreed in a Contract

6.5 The Commission shall be reduced by the relevant amount in the event that the Parties agree that any of the Services shall be reduced or cease to be included in a Contract;

6.6 The ASBOF and BASBOF levy will be payable by the Authority on all appropriate invoices. The ASBOF and BASBOF levy is not subject to agency commission.

6A. Disbursements

6A.1 The Service Provider will invoice the Authority at cost for the following costs incurred by the Service Provider in performing the Services:

6A.1.1 the net cost of advertising space in all media except TfL On-System and Contra Media; and

6A.1.2 any other item agreed between the Parties in writing.

6A.2 The Service Provider shall not incur such third party costs without the Authority's prior Written Approval.

6A.3 The Service Provider shall use all reasonable endeavours to obtain third party supplies at the most advantageous rate available. The Service Provider shall pass on to the Authority the benefit of any rate cuts, reductions or refunds which directly relate to the Services.

6A.4 The Service Provider shall use reasonable care and skill in selecting third party suppliers.

6A.5 The Authority shall reimburse the Service Provider (in accordance with Clause 7) for any such costs which:

6A.5.1 have been incurred with the Authority's prior Written Approval; and

6A.5.2 are supported by an invoice from the Service Provider.

6A.6 The Authority shall not be liable for additional charges for late payment levied by suppliers to the extent that such additional charges are due to the fault of the Service Provider.

7 PAYMENT PROCEDURES AND APPROVALS

7.1 The Service Provider shall invoice the Authority in respect of the Charges monthly in arrears.

7.2 The Service Provider shall submit invoices to the address set out in each Contract or where an electronic format for submission of invoices is set out in this Agreement or a Contract, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Agreement Number, SAP order number or purchase order number, the Authority account details, the Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, project name and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Brief that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.

7.4 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 7, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have :

7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the relevant Contract;

7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it. The Authority reserves the right to withhold payment of any invoice which is not in accordance with this Agreement.

7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Campaign Manager (whether related to payment or otherwise) shall:

7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Contract; or

7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Contract.

7.6 Except where otherwise provided in a Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract

7.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement or a Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

7.8 The Service Provider accepts and bears the risks of currency fluctuations.

7A. MEDIA AND SUPPLIERS: BUSINESS TERMS AND SELECTION

7A.1 The Service Provider shall use reasonable care and skill:

7A.1.1 in the selection and appointment of media and suppliers and the agreement of the terms and conditions of such appointment; and

7A.1.2 in the placing of Advertising in all media and especially the digital/social media channels, to ensure that such Advertising is only placed on sites and with hosts that are appropriate for the Authority's purposes, audience and reputation. Where the Service Provider is in breach of this clause 7A.2.2 it shall promptly remove such Advertising.

7A.2 If in the course of providing the Services during the Term the Service Provider decides to use the services of any company in which the Service Provider has a financial interest, the Service Provider will declare this and before commissioning such services obtain the Authority's Written Approval, such approval not to be unreasonably withheld.

8 WARRANTIES AND OBLIGATIONS

8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement and any relevant response to the Brief; and

8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

8.1.1.3 is entering into this Agreement, any relevant Contract and all its contracts as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Agreement and any relevant Contract;

8.1.2 the Agreement is executed and the Contract is agreed by a duly authorised representative of the Service Provider;

8.1.3 all materials, equipment and goods under the relevant Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification set out in the relevant Contract; and

8.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority in response to the Brief shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person or be in any other way contrary to law.

8.2 Without prejudice to the Authority's rights (whether under this Agreement or otherwise) if any of the Service Provider's work is defective in that the Service Provider has failed to conform to the requirements of this Agreement or a Contract or the Services are not in accordance with sound and generally accepted professional standards then:

8.2.1 without prejudice to the provisions of clause 24.3.2, the Service Provider will re-perform if required to do so by the Authority at no cost to the Authority such Services brought to the Authority's attention in

writing by the Authority within one year from the completion of the Services; and

8.2.2 the Authority shall be entitled to engage another person to carry out the Services, in whole or in part, and all additional expenditure properly incurred by the Authority in having such Services carried out shall be recoverable by the Authority from the Service Provider.

8.3 The Service Provider and the Authority agree that the ultimate control over the form and content of the Advertising material lies with the Authority. The Service Provider will not be liable in any way for errors or omissions in any content or copy or for claims arising out of any advertisements placed by the Service Provider unless the Service Provider has developed and produced the advertising. The Service Provider shall be responsible for ensuring all media plans include accurate copy rotation information.

8.4 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

8A. Approvals and Authorities

8A.1 The Service Provider shall submit to the Authority for specific Written Approval in advance media schedules for time, space and other facilities and estimates of the costs of various services. Any reference in this Agreement to the Authority's Written Approval shall mean written approval by directors or employees of the Authority authorised to approve the Services and whose names and levels of approval authority are set out in Schedule 1 of this Agreement, or as notified to the Service Provider from time to time. Any change to the Authorised Persons during the Term will be notified in writing by the Authority to the Service Provider.

8A.2 For the purposes of this Agreement Written Approval shall include approval signified by:

8A.2.1 e mail from the Authority's business e mail address bearing the email signature of an Authorised Person;

8A.2.2 e-mail emanating from the personally allocated business e-mail address of an Authorised Person; and

8A.2.3 a SAP purchase order.

9 CONTRACTUAL MANAGEMENT

9.1 The Contracting Authority authorises the Procurement Manager to act as the Contracting Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her

nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint Campaign Manager in respect of each Contract in relation to matters arising under a Contract, unless otherwise notified by the Authority

9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel shall procure that they:

9.2.1 diligently supervise the performance of the Services;

9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager from time to time); and

9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement .

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

9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Campaign Manager in performing any of their respective duties under or in connection with this Agreement or relevant Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Contract.

9A. Contact Reports

The Service Provider shall issue to the Authority by electronic mail Contact Reports recording matters of substance discussed at meetings or in telephone conversations between the Authority and the Service Provider within 1 Business Day following the meeting or conversation. If the subject matter of a Contact Report is not questioned by the Authority within 5 Business Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation to which it refers. If the Authority employee to whom the Contact Report is sent is absent from the office, this period shall start to run not from receipt but from the return of that individual to the office. If approval is urgent, the Service Provider may approach the Authority for approval from another, more senior Authority employee in the absence of the individual concerned. This escalation procedure also applies in reverse between the Authority and Service Provider.

10 SERVICE PROVIDER'S PERSONNEL

10.1 The Parties agree that where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to any Call-off Contract,

the Parties shall both comply with their obligations under Schedule 10 (Transfer of Employees).

10.2 Nothing in this Agreement or any Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the Authority Group by virtue of the provision of the Services by the Service Provider under this Agreement or Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

10.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Contract. All Service Provider Personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

10.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's reasonable view have not been properly trained in any way required by a relevant Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Campaign Manager's prior consent in the case of Key Personnel).

10.5 The Service Provider shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel or should any Key Personnel leave the Service Provider and for the purposes of this clause 10.5 reasonable notice shall mean at least fifteen (15) Business Days' notice. The Service Provider shall consult with the Authority over any replacement of Key Personnel, and shall appoint a suitable replacement. Clause 10.2 shall apply to any replacement of Key Personnel.

10.6 Save as set out in Schedule 10, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the Authority Group may incur or suffer during the Term in relation to the Service Provider's Personnel or any person who may allege to be the same or any failure by the Service Provider to comply with Clause 10.4, unless such Losses are caused by any act or omission of the Authority or the Authority Group.

10.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender

process for this Agreement and the relevant Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.]

11 SUB-CONTRACTING AND CHANGE OF OWNERSHIP

11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may be refused or granted subject to such conditions as the Authority sees fit.

11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

11.2.2 be responsible for payments to that person; and

11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

11.2.4 on or before the Agreement Commencement Date notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Agreement;

11.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 11.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Agreement Commencement Date;

11.2.6 without prejudice to the provisions of Clause 14, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

11.2.7 include a term in each sub-contract (of any tier):