(b) the Company's drug and alcohol principles as amended from time to time.

27.3 Section 14.1.1 (Alcohol and drugs) of QUENSH shall apply to the Agreement and each Contract as if the term "LU Premises" means any of the Company's property and/or where the Services are carried out and as if references to "LU" are references to the Company.

27.4 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, subcontractors or agents for drugs or alcohol which each Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

28 Not used

29 Independent Supplier

29.1 The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or subcontractors or their employees hold themselves out as, an agent of the Company. All personnel used by the Supplier in the performance of its obligations under each Contract shall be employees of the Supplier, or any subcontractor or agent of the Supplier.

30 Supplier Personnel

30.1 For the purposes of this Clause 30:

"Current Service Provider" means any person, company or other legal entity which on or before the Commencement Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

"Replacement Employer" means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of the contract (or part of it);

"Relevant Claims and Liabilities" means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

"Subsequent Transfer Date" means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

"Subsequent Relevant Employee" means a person employed or engaged by the Supplier or relevant subcontractor from time to time in respect of any part of the supply of Goods and/or

Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of the contract (or part of it);

"Transfer Regulations" means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

"Transferring Employees" means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

30.2 The Supplier complies and procures that his sub-contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the expiry of the Term or earlier termination of the Agreement.

30.3 At any time during the last twelve (12) months of the Agreement and/or during any period of notice terminating the Agreement, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

(a) the names of employees (of the Supplier or its subcontractors) engaged in supplying the Goods and/or Services, their salaries and other conditions of employment, ages and length of service;

(b) the method of organisation of the employees (of the Supplier or its subcontractors) engaged in supplying the Goods and/or Services and documentary evidence relating to such organisation;

(c) the proposals for informing and consulting with affected employees;

(d) details of collective agreements and union recognition agreements; and

(e) any other employee liability information within the meaning of the Transfer Regulations,

(f) and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of the Agreement.

30.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 30 may be addressed. The Supplier will if required by the Company warrant that any information provided under Clause 30 is accurate, complete and not misleading, including any information supplied in relation to its subcontractors.

30.5 The Supplier will not and will procure that its subcontractors will not in the 6 months prior to the expiry of the Term or termination of the Agreement (or, where notice of termination is given of less than six (6) months, during any such period of notice) without the Company's written consent:

(a) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in the provision of the Goods and/or Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees engaged in supplying the Goods and/or Services or relates to the expected expiry of the Term or termination of the Agreement, or

(b) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in the provision of the Goods, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant sub-contractor's business and are not related to the expiry of the Term or termination of the Agreement (either because they are applied to all of the Supplier's or the relevant sub-contractor's employees, whether or not engaged in providing the Goods or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant sub-contractor which is not related or confined to the employees engaged in supplying the Goods or relates to the expiry of the Term or termination of the Agreement.

30.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Goods and/or Services.

30.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

(a) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and

(b) any claim by any former or existing employee of the Supplier or relevant Subcontractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.

(c) In this Clause 30.7 "Relevant Claims and Liabilities" include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this paragraph.

30.8 The provisions of this Clause 30 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 30 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

30.9 Not used.

31 Confidentiality

31.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and shall use such information only for the purpose of the performance of his obligations under each Contract.

31.2 On the Company's request, the Supplier shall, so far as is reasonably possible:

(a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;

(b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and

(c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.

31.3 The Supplier shall ensure that all his subcontractors, suppliers, employees and agents perform his obligations in Clauses 31.1 and 31.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by his subcontractors, suppliers, employees and agents in breach of such obligations.

31.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by a subcontractor, supplier, employee or agent and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that subcontractor, supplier, employee or agent for such breach of confidence.

31.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, any Contract or the Goods and Services without the prior written consent of the Company.

31.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with any Contract or the Goods and Services, or any Dispute arising under or in connection with any Contract.

31.7 The provisions of Clauses 31.1 to 31.6 shall not apply:

(a) to any information which is already in the public domain at the time of its disclosure other than by breach of any Contract; or

(b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

31.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 31 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 31.

32 London Living Wage

32.1 For the purposes of this Clause 32, "Sub-contractor" means a sub-contractor (of any tier) of the Supplier.

32.2 The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL 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 Company's estate in the circumstances set out in Clause 32.3(a).

32.3 Without prejudice to any other provision of this Agreement and any Contract, the Supplier shall:

(a) ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Goods and Services or performance of this Agreement or any Contract:

(i) 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

(ii) on the Company's estate including (without limitation) premises and land owned or occupied by the Company,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

(b) ensure that none of:

(i) its employees; nor

(ii) the employees of its Sub-contractors,

engaged in the provision of the Goods and Services or performance of this Agreement or any Contract be paid less than the amount to which they are entitled in their respective contracts of employment;

(c) provide to the Company such information concerning the London Living Wage as the Company or its nominees may reasonably require from time to time, including (without limitation):

(i) all information necessary for the Company to confirm that the Supplier is complying with its obligations under Clause 32; and

(ii) reasonable evidence that Clause 32 has been implemented;

(d) disseminate on behalf of the Company to:

(i) its employees; and

(ii) the employees of its Sub-contractors,

engaged in the provision of the Goods and Services or performance of this Agreement or any Contract such perception questionnaires as the Company may reasonably require from time to time and promptly collate and return to the Company responses to such questionnaires; and

(e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

(i) allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;

(ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 32.3(a) have been complied with.

32.4 For the avoidance of doubt the Supplier shall:

(a) implement the annual increase in the rate of the London Living Wage; and

(b) procure that its Sub-contractors 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.

32.5 The Company 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 Sub-contractors.

32.6 Without limiting the Company's rights under any other termination provision in this Agreement or any Contract, the Supplier shall remedy any breach of the provisions of this Clause 32 within four (4) weeks' notice of the same from the Company (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 32 following the Notice Period, the Company may by written notice to the Supplier immediately terminate this Agreement or any Contract.

33 Responsible Procurement

33.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed TfL and its subsidiaries (including the Company) to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.

33.2 The Supplier shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with the Responsible Procurement Policy.

33.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Supplier shall and shall procure that all of its subcontractors shall comply with such the Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.

33.4 The Supplier acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

33.5 The Supplier shall not be entitled to any addition to the Order Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).

33.6 The Supplier shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 33 and the provisions of this Clause 33 are included in any subcontract (of any tier).

33.7 The Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 33.

34 Assignment and Subcontracting

34.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under the Agreement or any Contract or any part thereof without the prior written consent of the Company.

34.2 The subcontracting of all or any part of the Goods and/or Services to a subcontractor shall not relieve the Supplier of its obligations to supply the Goods and/or Services under the Agreement and each Contract. The Supplier shall be responsible for the acts and omissions of its subcontractors.

34.3 The Company may novate, assign, transfer or subcontract the Agreement and/or any Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.

34.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 7 in favour of any person to whom the Agreement and/or any Contract is being novated.

34.5 For the purposes of Clauses 34.6 to 34.10:

"**Subcontract**" means a contract between the Supplier and a Subcontractor;

"**Subcontractor**" means a subcontractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Goods and Services (or any part of them).

34.6 Subject to the Company's prior written consent pursuant to Clause 34.1, where the Supplier subcontracts any or all of the Goods and Services, the Supplier shall include in each Subcontract and procure that its Subcontractors (and any of their subcontractors of any tier) include in each of their subcontracts of any tier:

34.6.1 payment terms substantially similar to those set out in Clause 9, and

34.6.2 terms entitling the Supplier or (in respect of a subcontract below the first tier) the payer under the relevant subcontract to terminate that subcontract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.

34.7 On or before the Commencement Date or Order Commencement Date (as applicable), the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Supplier subsequently involves in the Goods and Services after the Commencement Date or Order Commencement Date (as applicable).

34.8 The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 34.8, the Company may request that the information provided by the Supplier under Clause 34.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:

(a) shall require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and

(b) may require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

34.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a subcontractor pursuant to Clauses 34.8(a) or 34.8(b).

34.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 34.8(a) or 34.8(b).

35 Company's and Supplier's Representative

Each party shall in respect of each Contract appoint one or more representatives to act on its behalf under the relevant Contract. Each party shall advise the other party, in writing, of the names and contact details of its representatives and these shall be recorded in the Order. The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any party may, on giving reasonable notice to the other party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each party will be bound by any decision made or action taken by its representatives.

36 Costs

Except as otherwise agreed, each party shall bear its own costs incurred in connection with the negotiation, preparation and execution of the Agreement and each Contract.

37 Severance

If a provision of the Agreement or any Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Agreement or any Contract, provided that the operation of this Clause 37 would not negate the commercial interest and purpose of the parties under the Agreement or any Contract.

38 Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of the Agreement and any Contract shall require the prior written

approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

39 Corrupt Gifts and Payments of Commission

39.1 The Supplier undertakes that it shall not and procures that its subcontractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

39.2 The Supplier undertakes that it shall not, and uses reasonable endeavours to procure that its subcontractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

39.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 39 at any time during performance of the Agreement and each Contract and during the twelve (12) year period following completion of performance.

40 No Waiver

40.1 No failure or delay on the part of either party to exercise any right or remedy under the Agreement or any Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Agreement or any Contract are cumulative and are not exclusive of any rights or remedies provided by law.

40.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods and/or Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Agreement or otherwise.

41 Entire Contract

The Contract embodies and sets forth the entire contract and understanding of the parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of the Agreement or any Contract. Except in the case of fraud neither party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in the Agreement or any Contract.

42 Notices and Service of Process

Any notice or other document given under, or in connection with, the Agreement or any Contract must be in English and in writing and sent by letter or fax or delivered by hand to the other

party's representatives in each case to the address below. The notice or other document will be effective as follows:

(a) if the notice or other document is sent by letter, it will be effective when it is delivered;

(b) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and

(c) if the notice or other document is delivered by hand to the other party's representative, it will be effective immediately it is delivered.

If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Agreement or any Contract may be served in accordance with this Clause 42.

43 Dispute Resolution

43.1 Any question, dispute, difference or claim (a "**Dispute**") shall be resolved in accordance with this Clause 43.

43.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company's Representative and a suitably qualified and duly authorised representative of the Supplier (together the "**Nominated Representatives**") which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.

43.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 43.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to the Company's Contracts and Procurement Manager and the Supplier's UK Engineering Manager or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.

43.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company's Contracts and Procurement Manager and the Supplier's UK Engineering Manager or their deputies in accordance with Clause 43.3 either party may refer the matter for resolution in accordance with the provisions of Clause 46.

43.5 Clauses 43.1 to 43.4 are subject to the Supplier's rights (if any) under the HGCRA to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company's Adjudication Rules. For the purposes of this Clause 43.5, "**Adjudication Rules**"

means the most recent edition of the Company's adjudication rules on the date of the notice referring adjudication.

44 Counterparts

Agreement may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

45 Partnerships and Joint Ventures

45.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Agreement are joint and several. The Agreement and the liabilities of the partners under the Agreement shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under the Agreement.

45.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Agreement are joint and several.

45.3 Nothing in the Agreement shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Agreement, neither party is deemed to be the agent of the other and neither party holds itself out as the agent of the other.

46 Governing Law and Jurisdiction

46.1 This Agreement and each Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

46.2 The Company and the Supplier submit, subject to the provisions of this Agreement and any Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

47 Contracts (Rights of Third Parties) Act 1999

47.1 Subject to the Replacement Employer's rights in accordance with Clause 30, no person except any member of the TfL Group may enforce the Agreement and any Contract by virtue of the

Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

47.2 Notwithstanding those rights referred to in Clause 47.1, the Company and the Supplier may agree to vary or rescind the Agreement or any Contract without the consent of any third party.

48

[redacted]

49 Change of Control

49.1 [redacted]

49.2 [redacted]

50 Interest

50.1 If either party fails to pay to the other any amount payable in connection with the Agreement or any Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any interest accruing under this Clause 50.1 shall be immediately payable by the paying party on demand.

50.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

51 Freedom of Information

51.1 For the purposes of this Clause 51:

"**FOI Legislation**" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

"**Information**" means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

"**Information Request**" means a request for any Information under the FOI Legislation.

51.2 The Supplier acknowledges that the Company:

(a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and

(b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

51.3 Without prejudice to the generality of Clause 51.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

(a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Agreement or any Contract, the supply of Goods and Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and

(b) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

51.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

52 Data Transparency

52.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 31 and Clause 51, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

52.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 52.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

53 Survival

53.1 The provisions of Clauses 5 (Records and Audit), 9.13 (Set-Off), 19 (Warranty), 20 (Intellectual Property Rights), 21 (Termination), 23 (Indemnity and Insurance), 30 (Supplier Personnel), 31 (Confidentiality), 33 (Responsible Procurement), 37 (Severance), 38 (Publicity), 39 (Corrupt Gifts and Payments of Commission, 40 (No Waiver), 41 (Entire Contract), 42 (Notices and Service of Process), 43 (Dispute Resolution), 46 (Governing Law and Jurisdiction), 47 (Contracts (Rights of Third Parties) Act 1999), 51 (Freedom of Information), 52 (Data Transparency), 53 (Survival), 54.1 and 54.5 (Transport for London Group) will survive the termination or expiry of this Agreement and any Contract and continue in full force and effect, along with any other Clauses or Schedules of this Agreement and any Contract necessary to give effect to them. In addition, any other provision of this Agreement and any Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

54 Transport for London Group

54.1 **Declaration of Ineffectiveness and Public Procurement Termination Event**

(a) Without prejudice to the Company's right to terminate the Agreement and any Contract under Clause 21.1, Clause 21.2(a) or at common law, the Company may terminate the Agreement and any Contract at any time in accordance with the provisions of this Clause 54.1 in the event that:

(i) there is a Declaration of Ineffectiveness; or

(ii) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into the Agreement and each Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016).

(b) In the event that any court makes a Declaration of Ineffectiveness or a Public Procurement Termination Event, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 54.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 21.1 and this Clause 54.1 or the Cessation Plan, the provisions of this Clause 54.1 and the Cessation Plan prevail.

(c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.

(d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or Public Procurement Termination Event, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:

(i) an orderly and efficient cessation of the supply of Goods and Services or (at the Company's request) a transition of the supply of Goods and Services to the Company or such other entity as the Company may specify; and

(ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 54.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

(e) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.

(f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Agreement and any Contract or as otherwise reasonably determined by the Company. Provided that the Company 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 Agreement and any Contract in accordance with this Clause 54.1.

54.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that Transport for London is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

(a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;

(b) where appropriate, identify actions to reduce levels of crime and disorder; and

(c) without prejudice to any other obligation imposed on the Company, 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 in its area;

(i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);

(ii) the misuse of drugs, alcohol and other substances; and

(iii) re-offending

and in the performance of the Agreement and each Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

54.3 **The Company's business**

The Supplier acknowledges that it:

(a) has sufficient information about the Company and the supply of Goods and Services;

(b) is aware of the Company's processes and business;

(c) has made all appropriate and necessary enquiries to enable it to carry out the supply of Goods and Services in accordance with the Agreement and each Contract;

(d) is aware of the purposes for which the supply of Goods and Services are required; and

(e) shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement and each Contract due to any misinterpretation or misunderstanding by it of any fact relating to the supply of Goods and Services.

54.4 **Best value**

The Supplier acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company 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 Supplier shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the supply of Goods

and Services reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to the Agreement and any Contract in order for the Company to achieve best value.

54.5 **Data Protection and Cyber Security**

(a) The Supplier shall comply with all of its obligations under the Data Protection Legislation.

(b) The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

54.6 **Conflict of Interest**

(a) The Supplier 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 carrying out of the supply of Goods and Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

(b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Agreement and any Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods and Services under the Agreement and any Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods and Services from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Agreement and any Contract.

54.7 **Equality, Diversity and Modern Slavery**

54.7.1 Without limiting the generality of any other provision of the Agreement and any Contract, the Supplier:

(a) shall not unlawfully discriminate;

(b) shall procure that its employees and agents do not unlawfully discriminate; and

(c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the Supply,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

54.7.2 The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

(a) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;

(b) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and

(c) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing the Agreement and each Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

54.7.3 The Supplier shall ensure that its staff, and those of its subcontractors who are engaged in the performance of the Agreement and each Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

54.7.4 To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Supplier shall assist and co-operate with the Company where possible.

54.7.5 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

54.8 **Work Related Road Risk**

54.8.1 For the purposes of Clauses 54.8.2 to 54.8.10 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"Alternative Scheme"	has the meaning given to it in Clause 54.8.2(a);

"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 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;
"Category N2 HGV"	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 HGV"	means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms
"CLOCS Standard"	means the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk
"Collision Report"	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
"Delivery and Servicing Vehicle"	a HGV, a Van or a Car-derived Van;
"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 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk;
"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 Goods and Services;
"DVLA"	Driver and Vehicle Licensing Agency;
"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 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;

"Silver Accreditation"	the minimum 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.
"WRRR Self-Certification Report"	has the meaning given to it in Clause 54.8.8.

Fleet Operator Recognition Scheme Accreditation

54.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, it shall within 90 Working Days of the Commencement Date:

(a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the "**Alternative Scheme**"); and

(b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative 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 Alternative 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

54.8.3 The Supplier shall ensure that every HGV, which it uses to provide the Goods and Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

54.8.4 Where applicable (for contracts exceeding a value of £1Million),

(a) the Supplier shall comply with the CLOCS Standard;

(b) the Supplier shall ensure that the conditions at all sites and locations where:

(i) the Services are being delivered, or

(ii) 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 N3 HGV being used in the provision of the Goods and Services.]

Direct Vision Standard (DVS)

54.8.5 Where applicable (for contracts exceeding a value of £1Million where the duration will exceed 12 months and a significant amount of the Services will be conducted within GLA boundaries):

(a) the Supplier shall comply with the DVS Schedule set out in Schedule 11; and

(b) the Supplier shall ensure that:

(i) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Goods and Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

(ii) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Goods and Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

54.8.6 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services the Supplier shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration this Agreement and each Contract.

Collision Reporting

54.8.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, the Supplier shall:

(a) within 15 Working Days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five Working Days of a written request from the Company.

Self Certification of Compliance

54.8.8 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, within 90 Working Days of the Commencement Date, the Supplier shall provide a written report to the Company detailing its compliance with Clauses 54.8.2, 54.8.3, 54.8.4, 54.8.5, 54.8.6 and 54.8.7 (as applicable) of this Agreement (the "**WRRR Self-certification Report**"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Supplier regarding subcontractors

54.8.9 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 Goods and Services shall comply with the corresponding provisions of this Agreement:

(a) Clause 54.8.2, 54.8.6, 54.8.7, 54.8.8; and

(b) for Category N2 HGVs – Clauses 54.8.3;

(c) for Category N3 HGVs – Clauses 54.8.3, and, where applicable 54.8.4, 54.8.5;

as if those subcontractors were a party to this Agreement.

54.8.10 Failure to Comply

Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Supplier fails to comply with any of Clauses 54.8.2, 54.8.3 (where applicable), 54.8.4 (where applicable), 54.8.5 (where applicable), 54.8.6, 54.8.7, 54.8.8, and 54.8.9:

(a) the Supplier has committed a material breach of this Agreement and any Contract; and

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

55 CompeteFor

55.1 Without prejudice to Clause 34 the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier.

55.2 The Supplier will use all reasonable endeavours to ensure that its sub-contractors (for the purposes of this clause, the "**Supplier's Sub-contractors**") use CompeteFor, on a non-exclusive

basis, to make available to other sub-contractors all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier's Sub-contractors.

55.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Agreement and each Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Sub-contractors, as required by this Clause 55, and will report this information on a quarterly basis by way of email to the Company Representative.

56 Criminal Record Declarations

56.1 For the purposes of this Clause 56:

"**Relevant Individual**" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods and Services; and

"**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

56.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods and Services. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

56.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods and Services any Relevant Individual who has disclosed a Relevant Conviction.

56.4 The Company shall have the right in accordance with the audit rights set out in Clause 5 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 56 at any time during performance of this Agreement and each Contract.

56.5 If the Supplier fails to comply with the requirements under Clauses 56.2 and/or 56.3 the Company may, without prejudice to its rights under Clause 21.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who

has not provided a Declaration from the Agreement and each Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services unless (in the case of non-compliance with Clause 56.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 56.2.

56.6 A persistent breach of Clause 56.2 and/or Clause 56.3 by the Supplier shall entitle the Company to terminate the Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 21.1(a).

56.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Agreement and each Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods and Services.

56.8 Nothing in this Clause 56 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Agreement and each Contract and the Supplier's responsibilities in respect of the provision of the Goods and Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 56.

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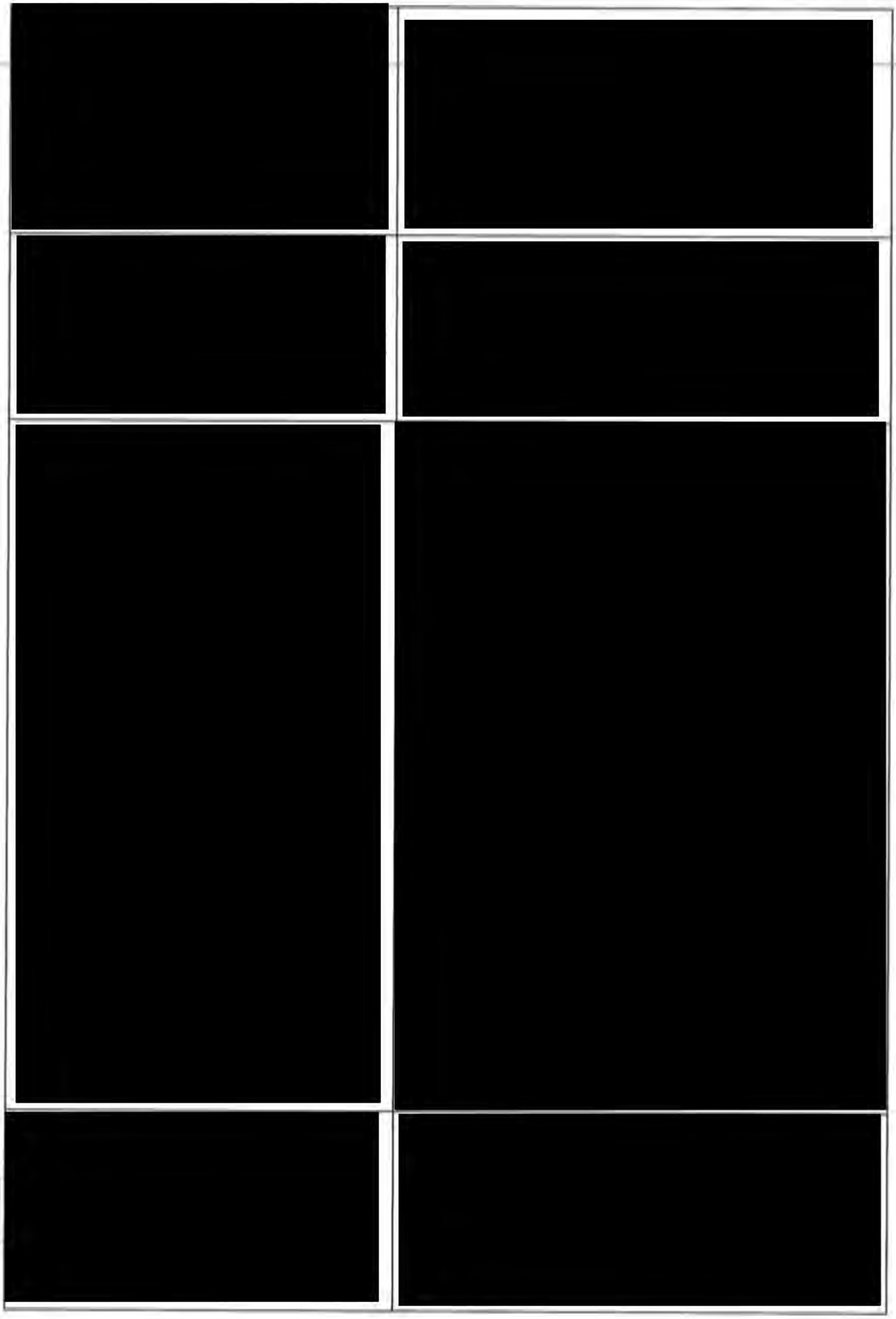
Schedule 1
Detailed Terms

Commencement Date	**Date of the Agreement**
Term	**Four (4) years, subject to extension in accordance with Clause 2.3**
Warranty Period	[redacted]
Initial Period	**A period of four (4) years from date of this Agreement**
Supplier's Representative: Address for service of notices (Clause 42): Telephone: Email:	[redacted]
Company's Representative: Address for service of notices (Clause 42): Telephone: Email:	[redacted]
Volume Discount Percentage	[redacted]
Framework Specification	**See Schedule 3**
Additional standards pursuant to Clause 3.3(d) and 3.5(d):	- ***Lifting Operations and Lifting Equipment Regulations 1998 (LOLER), All deliveries must be in accordance with the Lifting Operations Lifting Equipment Regulations 1998 (LOLER) and in accordance with the Health & Safety at Work etc Act 1974***



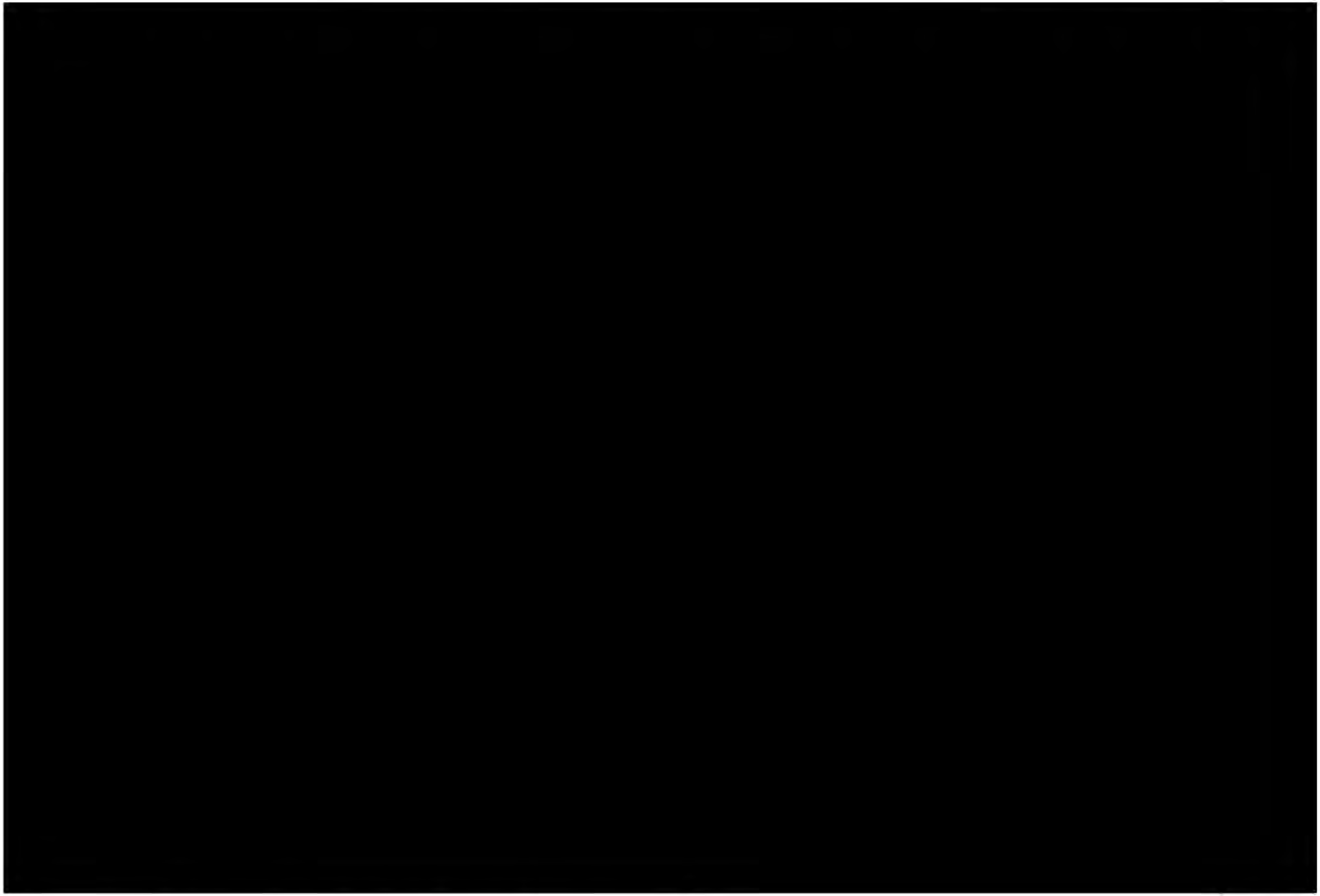
Schedule 2

Payment

The Order Price shall be determined using the rates and prices set out in this Schedule 2.

The duration of the Term is four years, subject to extension in accordance with clause 2.3. [redacted]

- **Agreed turnaround time:**

[redacted]

- **Prices of Goods and Services:**