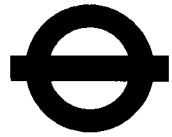
MAYOR OF LONDON



Agreement Reference Number: TfL 90861

Date:

Framework Agreement
for the Provision of Services
Lot 3) Framework Agreement for Office Relocations and Installations

between

TfL

and

Premier Moves Ltd

Version: Generic March 2011

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THIS AGREEMENT is made the day of 20[ ]

BETWEEN:

(1) Transport for London (**"the Contracting Authority"**); and

(2) Premier Moves Ltd , a company registered in England and Wales (Company Registration Number [3250579 [whose registered office is at [redacted] (**"the Service Provider"**).

RECITALS:

A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.

B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.

C. This framework agreement can be utilised by the Contracting Authority or any other member of the TfL Group.

D. The terms and conditions of this Agreement provide that the Greater London Authority or any of its other functional bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the payment by the Authority to the Service Provider of £5.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Agreement, the Parties agree as follows:

1. Definitions and Interpretations

In the Agreement (including the Recitals):

1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Agreement"	this framework agreement, including the Schedules and all other documents referred to in this Agreement;

"Agreement Commencement Date"	the date for commencement of this Agreement specified in Schedule 1;
"Agreement Reference Number"	the reference number for this Agreement as set out in Schedule 1;
"Authority"	the Contracting Authority and or any TfL Group member utilising this Agreement;
"Business Day"	any day excluding Saturdays, Sundays or public or bank holidays in England;
"Call-Off Contract"	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
"Call-Off Contract Number"	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
"Call-Off Co-ordinator"	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
"Call-Off Term"	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
"Charges"	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
"Confidential Information"	all information (whether written or oral) that by its nature may reasonably be regarded as confidential to the Authority or any other member of the TfL Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority or any member of the TfL Group;

"Contract Information"	(i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and (ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
"Force Majeure Event"	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("**Affected Party**") to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
"Holding Company"	any company which from time to time directly or indirectly controls the Service Provider where "control" is as defined by section 840 of the Income and Corporation Taxes Act 1988;
"Insolvency Event"	any of the following: (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; (b) a receiver, administrative receiver,

manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company;

(c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);

(d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;

(e) being an individual or firm, the Service Provider becoming bankrupt or dying;

(f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

"Intellectual Property Rights" any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

"Key Personnel"	the Service Provider's key personnel named as such in Schedule 1 or any relevant Call-Off Contract;
"Losses"	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
"Milestone"	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
"Mini-Competition"	a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;
"Parties"	the Authority and the Service Provider (including their successors and permitted assignees) and **"Party"** shall mean either of them as the case may be;
"Project Plan"	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
"Procurement Manager"	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
"Proposal"	the Service Provider's offer to provide Services in response to a request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
"Request Form"	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service

	Provider by the Authority from time to time;
"Required Date"	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
"Service Provider Equipment"	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Call-Off Contract;
"Service Provider's Manager"	the person who is identified as the Service Provider's Manager in the Call-Off Contract for the relevant Services;
"Service Provider's Personnel"	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
"Services"	(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under a Call-Off contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 32; and (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;
"Specification"	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;

"Term"	the period during which this Agreement continues in force as set out in Schedule 1;
"TfL"	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
"TfL Group"	TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any **"member of the TfL Group"** shall refer to TfL or any such subsidiary;
"TfL Premises"	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority);
"Transparency Commitment"	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; and
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;

1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;

1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;

1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence;

1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or

1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;

1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:

1.8.1 each Call-Off Contract;

1.8.2 these Clauses;

1.8.3 the Schedules;

1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;

1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;

1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. Framework Agreement

2.1 The purpose of this Agreement is to:

2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;

2.1.2 provide the framework to administer each Call-Off Contract; and

2.1.3 set out the obligations of the Parties.

2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.

2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.

2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.

2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

3. Call-Off Procedure

3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.

3.2 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:

3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;

3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-

ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;

3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.

3.3 Where the Authority opts to undertake a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion, are capable of providing the Services to the Authority's satisfaction, a Request Form as set out in Schedule 5B, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:

3.3.1 the Service Provider shall immediately confirm receipt of such Request Form;

3.3.2 the Service Provider shall respond to a Request Form by completing a Proposal as an offer capable of acceptance or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;

3.3.3 the Authority will award the relevant Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.

3.4 Each Call-Off 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 Call-Off Contract and such documentation shall together form a separate agreement between the parties.

3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.

3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.

3.7 The Authority is not obliged to approve or sign any Call-Off Contract.

3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.

3.9 Where reasonably requested to do so by the Greater London Authority ("GLA") or any of its other functional bodies (currently, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) ("Functional Bodies") and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other members of the GLA Group on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

4. Term of Agreement and Call-Off Contracts

4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.

4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off 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 Call-Off Contract.

4.3 A Call-Off 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 Call-Off Contract or this Agreement.

5. The Services

5.1 The Service Provider:

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

5.1.3 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off.

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 Call-Off Contract.

5.3 The Service Provider shall provide the Services under each Call-Off 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; and

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.

6. Charges

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

6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract 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.

7. Payment Procedures and Approvals

7.1 The Service Provider shall invoice the Authority in respect of the Charges:

7.1.1 monthly in arrears during the Call-Off Contract Term; or

7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or

7.1.3 if specified in a Call-Off Contract, on completion of each milestone. It is a condition precedent of the submission of an invoice on completion of a milestone that all preceding milestones specified in the relevant Call-Off Contract have been completed.

7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract, each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority Account Details, the Service Provider's name and address, a separate calculation of VAT 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 Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.

7.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:

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 Call-Off 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.

7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or contract Manager or Call-Off Co-ordinator (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 Call-Off 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 Call-Off Contract.

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 as defined in section 736 of the Companies Act 1985) to enter into and to perform the Agreement and any relevant Call-Off Contract; 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 and any relevant Call-Off Contract 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 Contract;

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

8.1.3 the Service Provider shall provide the Services:

8.1.3.1 in accordance with the relevant Call-Off Contract and the terms of this Agreement and with all due skill, care and diligence as may be expected of appropriately qualified and experienced persons (of a professional level if appropriate) with appropriate skill and experience in providing services of a similar scope, type, nature and complexity to the Services;

8.1.3.2 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;

8.1.4 all materials, equipment and goods under the relevant Call-Off 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 requirements specified in the relevant Call-Off Contract; and

8.1.5 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

8.2 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.

9. Contractual Management

9.1 The Contracting Authority authorises the Procurement Manager to act as the 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 a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off 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 Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel and 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 or the relevant Call-Off Co-ordinator from time to time); and

9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (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 Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

10. Service Provider's Personnel

10.1 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off 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.

10.2 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 Call-Off Contract.

10.3 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 TfL Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).

10.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority or the TfL Group incur or suffer whenever arising or brought by the Service Provider's Personnel or any person who may allege to be the same.

10.5 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 Call-Off 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 identifying the relevant sub-contractor 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 Call-Off 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 Call-Off 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.

11.3 The Service Provider shall:

11.3.1 not without the prior written consent of the contracting Authority undergo any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

11.3.2 give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

12. Conflict of Interest

12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.

12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of this Agreement and in any event not less than once in every six months and shall notify the Contracting Authority in writing immediately upon becoming aware of any actual or

potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

13. Access to Premises

13.1 Subject to Clause 10.3 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:

13.1.1 have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises;

13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;

13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;

13.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and

13.1.5 not damage the TfL Premises or any assets on the TfL Premises.

13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.

13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

14. Compliance with Policies and Law

14.1 The Service Provider, at no additional cost to the Authority:

14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;

14.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;

14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

14.1.4 acknowledges that the Authority is under a duty under section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and co-operate with TfL and/or the Authority where possible in satisfying this duty;

14.1.5 acknowledges that TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

14.1.5.2 eliminate unlawful discrimination; and

14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable TfL to satisfy its duty;

14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.6, "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.

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 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 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 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, 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 (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) (**"Records"**);

18.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of this Agreement or relevant Call-Off Contract (**"Retention Period"**).

18.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

19. Set-Off

The Authority will be entitled but not obliged at any time or times to set off any liability of the Service Provider to the Authority against any liability of the Authority to the Service Provider.

20. Indemnity

20.1 Subject to Clause 20.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL Group (including their respective employees, sub-contractors and agents) (**"the Indemnified Party"**) against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).

20.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement or Call-Off Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees or agents.

21. Insurance

21.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (**"the Insurances"**) and will ensure that the Authority's interest is noted on each and every policy:

21.1.1 public liability to cover injury and loss to third parties;

21.1.2 insurance to cover the loss or damage to any item related to the Services;

21.1.3 product liability; and

21.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 20.1.3.

21.2 The insurance cover will be maintained with a reputable insurer (such approval not to be unreasonably withheld or delayed).

21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.

21.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 21.1 being or becoming void, voidable or unenforceable.

22. The Authority's Data

22.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

23. Intellectual Property Rights

23.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by a on behalf of the Service Provider in the provision of the Services ("the Products") provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.

23.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

24. Protection of Personal Data

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement and any relevant Call-Off Contract and shall act in accordance with instructions from the Authority.

25. Confidentiality, Announcements and Transparency

25.1 Subject to Clause 22.6 and Clause 24, the Service Provider will keep confidential:

25.1.1 the terms of this Agreement and all Call-Off Contracts; and

25.1.2 any and all Confidential Information that it may acquire in relation to the Authority .

25.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.

25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:

25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and subcontractors.

25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.

25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off

Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

25.7 The Authority 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 Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 26.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

25.8 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

26. Freedom of Information

26.1 For the purposes of this Clause 26:

26.1.1 **"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;

26.1.2 **"Information"** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

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

26.2 The Service Provider acknowledges that the Authority:

26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to this Agreement or a Call-Off Contract, the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

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

26.4 The Authority 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 Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

27. Dispute Resolution

27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract (**"Dispute"**) before resorting to litigation.

27.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (**"Senior Personnel"**) of each of the Parties for resolution.

27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (**"Notice"**) that a structured mediation or negotiation be entered into with the assistance of a mediator.

27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (**"CEDR"**) in London to appoint a mediator. The costs of that

mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.

27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

28. Breach and Termination of Agreement

28.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:

28.1.1 except as provided in and without prejudice to Clauses 28.1.3, the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or

28.1.2 the Service Provider is subject to an Insolvency Event; or

28.1.3 the Service Provider is in breach of Clause 11.3; or

28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or

28.1.5 the Service Provider commits any of the money laundering related offences listed in the Public Agreement Regulations 2006.

28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative service provider.

28.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event (**"Unaffected Party"**) may terminate the Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 28.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Unaffected Party by reason of such termination.

28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.4 may be disapplied by notice to that effect in Schedule 1.

28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date

specified in the Authority's notice (**"Change Date"**) whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

29. Consequences of Termination or Expiry

29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

29.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

29.3.1 the Service Provider shall, at no further cost to the Authority:

29.3.1.1 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and

damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

30. Survival

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

31. Rights of Third Parties

31.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with this Agreements (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

32. Contract Variation

Save where the Authority may require an amendment to the Services, this Agreement or Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

33.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).

33.2 Within 10 Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.

33.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

Subject to Clause 36.2, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

36.1 if delivered by hand, at the time of delivery;

36.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; or

36.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain;

37.1.2 and without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. Relationship of the Parties

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

40. Governing Law

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service

Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
The Contracting Authority

[redacted]

Signed by
for and on behalf of
the **Service Provider**

SCHEDULE 1 - KEY AGREEMENT INFORMATION

1. **Agreement Reference Number: Tfl 90861**

2. **Name of Service Provider: Universal Commercial Relocations Ltd**

3. **Agreement Commencement Date: 1St may 2015**

4. **Term:** *3 years with the option to extend for a further year*
5. **Details of the Procurement Manager**

Name:
Address:

Tel:
Fax:
Email:

[redacted]

6. **Service Provider's Key Personnel:**

[redacted]

[redacted]

7. **Notice period in accordance with Clause 28.4 (termination without cause):**
90 days

8. **Address for service of notices and other documents in accordance with Clause 36:**

For the Authority: *as above*

Facsimile number: XXX

For the attention of: XXX

For the Service Provider:

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

Appendix A: Work Related Road Risk (WRRR) Clauses

Work Related Road Risk (Version: November 2014)

1.1 For the purposes of **Clauses 1.2 to 1.9** (inclusive) of this Contract, the following expressions shall have the following meanings:

"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
"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;
"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 driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
"DVLA"	Driver and Vehicle Licensing Agency;
"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
"Gold Accreditation" which are	the highest level of accreditation within the FORS Standard, the requirements of 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 Guards"	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
"Silver Accreditation" of which	the intermediate level of accreditation within the FORS Standard, the requirements 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

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

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

1.2.2 (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 Equipment on Vehicles

1.3 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:

1.3.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of TfL that the Lorry will not perform the function for which it was built if Side Guards are fitted;

1.3.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;

1.3.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and

1.3.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

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

1.4.1 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

1.4.2 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 TfL within the last 12 months:

1.4.2.1 0 – 3 points on the driving licence – annual checks;

1.4.2.2 4 – 8 points on the driving licence – six monthly checks;

1.4.2.3 9 – 11 points on the driving licence – quarterly checks; or

1.4.2.4 12 or more points on the driving licence – monthly checks

Driver Training

1.5 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

Collision Reporting

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

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

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

Self Certification of Compliance

1.7 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 TfL detailing its compliance with **Clauses 1.3, 1.4 and 1.5** of this Contract (the **"WRRR Self- certification Report"**). The Service Provider shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Service Provider Regarding Subcontractors

1.8 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

1.8.1 comply with **Clause 1.2**; and

1.8.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

1.8.2.1 For Lorries – **Clauses 1.3, 1.4, 1.5 and 1.6**; and

1.8.2.2 For Vans – **Clauses 1.4, 1.5, and 1.6,**

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

Failure to Comply with Work Related Road Risk Obligations

1.9 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with **Clauses 1.2, 1.3, 1.4, 1.5, 1.6, 1.7 and 1.8:**

1.9.1 the Service Provider has committed a material breach of this Contract; and

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

2.0 London Living Wage

2.1.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.

2.1.2 For the purposes of this Clause A30, unless the context indicates otherwise, the expression **"London Living Wage"** means a basic hourly wage (as at the date of this Contract) of [£9.15] – ***NB: the rate is reviewed and updated in November each year - therefore check figure at date of use and amend accordingly*** (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

2.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

2.2.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or

equivalent of an hourly wage) less than the London Living Wage;

2.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;

2.2.4 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;

2.2.5 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

2.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

2.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.

2.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.

2.5 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause281.1

SCHEDULE 3 - SERVICES

SECTION 1 - SPECIFICATION of REQUIREMENT

1.1 Background:

This requirement is for the provision of an integrated office furniture installation and removal service to perform moves and relocations, across the business portfolio of office properties (GLA). A number of competitive suppliers are needed, due to the scale and nature of the moves programme, with works often occurring simultaneously. Therefore, up to four suppliers will be required, under a Framework Agreement. The requirement will run for a period four year period (3+1)

Requirement:

1) The provision of an office furniture installation and removal service to undertake moves and relocations across the TfL head office portfolio of properties to support the current and ongoing accommodation strategies and day to day general churn of staff in support of business demand.

2) **The 'Office Moves'** description covers a range of tasks from minor moves and installations, to larger projects requiring the significant relocation of staff, the alteration of entire floor plates or even the clearance or restack of a complete property.

3) **Moves:** involve the relocation of staff, personnel storage from site to site, utilising crates and appropriate methods of transport and labour. A total moves package is required, involving pre move surveys, supply of crates, suitable method of identification (labels) and security (cable ties) The supply of appropriate transportation, labour and experienced furniture fitters, trained in constructing and the stripping down of TfL furniture ranges. Relocation works generally encompass; crates, furniture, seating, storage, IT and white goods.

4) **Furniture reconfiguration and installation:** TfL currently utilises a range of 'legacy' furniture across the portfolio. An installation service is required to either reconfigure or add additional compatible modular elements to existing footprints and layouts. These ranges include, Paragon (Solo), Asher (Origin), Oep Steelcase (Tenaro) which dates back to over 10 years old. Or alternatively contemporary, standard furniture templates as supplied by Sedus (Temptation), The service provider will have a comprehensive knowledge of these discontinued and unsupported ranges but also a proven an ability to install product to exacting standards.

5) **Flexible resources:** suppliers are required to provide appropriate resources depending on circumstances. All works should be supervised and where appropriate should have an allocated project manager. Resources should be flexible, with adequate division between experienced fitters, porters, drivers etc. All operatives should be trained to an appropriate standard and provided with suitable PPE. Identification and uniforms are obligatory whilst a professional approach and conduct are expected at all times. TfL Commercial Facilities Operations, Projects & Accommodation are customer focused and seek reliable, consistent contractors to work alongside them in partnership.

6) **Moves implementation and planning:** moves and reconfigurations are largely conducted out of hours and at weekends due to the nature of this work. Restrictive timescales are common, with the priority being to ensure business continuity, with the minimum inconvenience and disruption. To deliver this service careful planning is needed and an ability to respond at short notice to the demand generated through TfL Commercial Facilities Operations, Projects & Accommodation moves team.

7) **Administration:** timely and detailed quotes are required dependent on the scope of works and particular site/ building conditions. Interaction within the local accommodation teams is encouraged to gauge the full scope and a clear understanding of user / project requirements. Clear and consistent paperwork is expected at all times. Provide periodical finance, service level, stock, environmental, recycling/disposal and performance reports.

8) **Transportation:** an appropriate range of vehicles is needed to support the scope and breadth of TfL's requirement. Access can be restrictive, with few sites having serviceable loading bays, requiring goods to be manually off loaded via tail lifts.

9) **Stores:** contractors are required to interface with a general TfL furniture storage facility (administered by an independent service provider) in order to load, select and off load goods, inclusive of furniture, storage and seating – prior to (or during) an installation or reconfiguration project. On completion of works surplus storage items will be returned to TfL stores (in an appropriate condition, broken down in component form when applicable, itemised and serviceable).

10) **Services:** additional services would include electrical testing BS 6396, cable management and installation, RJ45/Copex for communication and IT applications. Floor box rotation and positioning, minor carpet fixing. Monitor arm installation and mounting.

11) **Recycling:** redundant items will need to be recycled by appropriate means and will be the responsibility of the relocations

contractor. Responsible recycling and disposal certificates are obligatory. Sale of such stock or materials must be reimbursed to TfL. Sales of scrap metal will be managed through TfL TPS2A contract. Compliance with The Waste Electronic and Electrical Equipment Regulations 2006.

12) **Goods in transit insurance:** against all risks of damage (including theft) whilst in transit from one place to another or being stored during a journey". TfL require a minimum of £25K for an average load but framework suppliers will be asked to increase insurance levels by project up to £100K on specialist furniture or equipment moves.

Service Levels/Standards

1) Service response to be within 4 hour. The framework supplier must respond to TfL business as usual requirement by email or oral within 4 hour.
2) Rectification of errors on site within 1 hour.
3) Crew must be consistently comprised of designated named individuals.
4) Abortive call/crew – provided that an authorised form is signed off bu TfL Moves Manager confirming that it was not possible or that the requirement was cancelled within 24 hours, then a respective charge can be made.
5) Recycling and disposal documentation and certification.
6) Every job shall be left clean, tidy and safe.
7) Full Protective Clothing, with company logo visible, must be worn. Any high-visibility vests must be orange in colour.
8) The Contractor is responsible that goods are in perfect condition and if anything is delivered to site and is damaged it is the respective contractor's responsibility to resolve the situation and inform the Head Office Moves Team contact and be included within the monthly report.
9) Compliance with WEEE (for White goods).
10) The tracking and inventory management of all crates are the responsibility of the contractor and must operate under a robust procedure. A signature is required on delivery and collection, utilising a standard form.
11) No consumption of food & drink at delivered sites.
12) Removal and recycling of refuse and packaging, including those left by IT engineers. As part of the installation, respective IT equipment is to be left on the desk(s), prepared for the IT engineer(s), ready for use or set up.
13) The contractor shall ensure that every fitter carries, at all times, a complete tool kit. This should enable them to install any type of product furniture, required by TfL.
14) The contractor shall supply a comprehensive list of all the tools each fitter shall carry.
15) Compliance with TfL Facilities Contractor Site Rules for Head Office Buildings

16) A dedicated contract manager and supervisor, with a fully designated team, allocated for the requirements of TfL.
17) Packages of work over £10,000 in value shall first be exposed to competition or an equal monetary value of work shall be allocated per supplier, over a given period, whichever is the more appropriate.
18) TFL Drugs and Alcohol Policy. TFL Logistics framework companies staff will be tested in site inductions for jobs involving large construction projects as part of their health and safety policies and procedures.
19) Regular monthly meetings with TfL Moves Team, at the respective contractor's site/offices.
20) Suppliers will use Lot 1 Office Storage to pick and reserve furniture real time inventory management system which will be web based.
21) Monthly written reports, including any outstanding Purchase Orders that haven't been received from TfL and abortive calls.
22) TfL require the framework supplier to produce contractual meeting minutes, SLA reports, recycling and disposal reports and other statistics as defined by the TfL. These will need to be approved by TfL Contract Manager. All documentation must meet TfL Commercial Procurement standards.
23) Compliance with TfL Facilities Work Access Procedures
24) Compliance with TfL Facilities Contractor Site Rules for Head Office Buildings

Please note that list is not exhaustive and TfL reserve the right to change at any
point.

ENVIRONMENTAL STANDARDS

VEHICLE EMISSONS

GLA Low Emission Zone (LEZ) operates to encourage the most polluting heavy diesel vehicles driving in London to become cleaner. The LEZ covers most of Greater London and operates 24 hours a day, every day of the year, including weekends and public and Bank Holidays.

Charging days run from midnight to midnight. So if you were to drive within the LEZ between 23:30 and 01:00 the next day, you'd need to pay for two days.

There are no barriers or toll booths within the LEZ. Instead, cameras will read your number plate as you drive within the LEZ and check it against our database of registered vehicles.

This database is compiled using information from the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicles Standards Agency (DVSA -

formerly VOSA), generic vehicle weight data typical of the make and model, and drivers and operators who have registered with us.

This tells us automatically whether your vehicle meets the LEZ emissions standards, is exempt, is registered for a discount, or if you've already paid the daily charge.

For further details, please utilise the following web-link:

1.2 About the LEZ and are maps link: http://www.tfl.gov.uk/modes/driving/low-emission-zone/about-the-lez

CONGESTION CHARGING

The removal company must ensure that when delivering in a Congestion Charging area, the daily charge is paid within the timescale provided. TfL will not pay for and will not be held responsible for any unpaid charges incurred.

The Congestion Charge applies 07:00-18:00 Monday to Friday, excluding public and Bank Holidays. If you drive within the charging zone during these times you will have to pay the Congestion Charge, even if you meet the LEZ emissions standards and have paid the LEZ daily charge.

There is no charge on weekends, public holidays, between Christmas Day and New Year's Day inclusive, or between 18:00 and 07:00 on weekdays.

For further details, please utilise the following web-link:

http://www.tfl.gov.uk/modes/driving/congestion-charge/congestion-charge-zone

LOADING & UNLOADING

Maximise use of legal loading areas (i.e. traffic regulations). Optimisation plan to identify best locations and if not possible then they should apply for dispensation from Surface Enforcement and On-street Operations (TfL) if on red route or from appropriate Borough officer on other roads.

For further details, please utilise the following web-link.

http://www.tfl.gov.uk/plan-a-journey/

TRADE ORGANISATION

Membership of an accredited trade organisation like BAR (British Association of Removers) or similar and adherence to their code of practice would be favourable.

For further details, please utilise the following web-link: http://www.bar.co.uk/

TRANSPORT FOR LONDON (TFL) FREIGHT OPERATOR RECOGNITION SCHEME

TfL Work Related Road Risk (WRRR) contractual clauses

Transport for London (TfL) aims to promote safe, sustainable freight activity within TfL's supply chain and in vehicle movements to, from and within London.

Since February 2012, all new TfL contracts have included WRRR requirements. Each requirement aims to reduce the risk of a collision with a cyclist or other vulnerable road user. The requirements are informed by the work of TfL, industry and regulatory and enforcement bodies in the area of commercial vehicle and vulnerable road user safety over a number of years.

Framework supplies are required to complete the attached in the appendix Work Related Road Risk (WRRR) contractual requirement self-certification. In line with obligations under Transport for London (including London Underground) contract works instruction on Work Related Road Risk, the contractor should declare that all vehicles and drivers delivering to, collecting from and servicing TfL projects, premises or sites.

1.1 Please complete WRRR Appendix.. This question will be scored as a pass or fail Fleet Operator Recognition Scheme (FORS).

Launched in 2008, FORS is an accreditation scheme that aims to raise the level of quality in fleet operations, and encourage safer, more efficient and environmentally sound operations. To become accredited, operators must meet clearly defined requirements in terms of their management, vehicles, drivers and operations. Operators first register with the scheme, with accreditation awarded as a result of an on-site FORS audit, carried out annually.

The first WRRR requirement is for all framework suppliers to have a minimum FORS status of Bronze. This is included to ensure operators are meeting a common baseline level of compliance against all regulatory requirements relevant to transport operations.

FORS operators are encouraged to progress through the scheme to achieve Gold level accreditation.

Information on FORS is available at http://www.fors-online.org.uk

1.2 Suppliers who are only FORS registered at this stage. Please indicate your company's commitment to reach the revised FORS accreditation status by 31st March 2015. This commitment question will be scored as a pass or fail.

Framework supplier shall ensure that each of its sub-contractors who operate freight vehicles on TfL contracts shall comply with the WRRR safety clauses as if those subcontractors were a party to the contract. Where the supplier does not operate its own vehicles, but sub-contracts its freight fleet operations, they shall provide the name of the company and FORS ID(s) of the operators on this form, and request the information required for this form from their sub-contractors. Work Related Road Risk requirements in FORS Section 1.4

1.3 Please provide evidence that your third party sub-contractors if any, are FORS accredited status bronze, silver or gold. This question will be scored as a pass or fail.

FORS is a progressive scheme with three levels providing distinction between operators reaching different levels of standards in operations. The first level is bronze, with higher standards required for silver and then gold. To progress an operator must meet all the requirements of lower awards.

As a progressive scheme, FORS standards change as a result of particular issues on London's roads and other developments. The most recent revised standards were issued in July 2014.

The focus on the revised standards is to improve vulnerable road user safety and to align with existing WRRR standards, including the TfL WRRR requirements. The amended FORS standards assist operators in complying with these requirements.

There is a transition period for these changes to come into effect and operators with existing accreditation are not required to meet the revised standards retrospectively, but on their annual re-approval audit. The transition dates are as follows:

- Operators registered with FORS prior to 9 July 2014 and audited up to the 13 October 2014 will be subject to the existing FORS standards.
- Operators registered with FORS after 9 July 2014 will be required to meet the revised FORS standards.
- All FORS existing accredited operators will have met the revised standards of Silver by 14th October 2015.

Operators accredited to the revised FORS silver requirements will be meeting all of TfL's WRRR requirements, providing drivers undertake the Safe Urban Driving CPC module as part of the FORS training requirement.

FORS accredited operators can take advantage of offers including free 'Safe Urban Driving' training and Practitioner Workshops for managers, as well as discounts on driver licence checks and close proximity blind spot safety equipment.

1.4 Existing FORS members please indicate if you able to reach the required FORS accreditation standard silver by 31st December 2014. This question will be scored as a pass or fail.

PARKING PERMITS

If required, is the responsibility of the removal/recycling company

PARKING FINES

TfL will not pay for any parking fines received by the supplier during deliveries and installations within TfL Head Office and the whole of the GLA . However in certain instances, this may be unavoidable due to the location site. TfL require prior agreement if it is envisaged a parking ticket will be given.

EVENTS

The supplier must ensure that they are aware of any events that may take place causing disruption to deliveries. In the event of any road closures, alternative routes must be devised or agreements must be made with the local authority, as TfL will not accept this as an excuse for late or postponed deliveries.

Useful link: www.tfl.gov.uk/plan-a-journey/

DELIVERIES

Wherever possible, the supplier should ensure that the size of the vehicle used should be compatible with the items to be delivered in order to be more economical.

CRATE DELIVERY REMOVAL

Suppliers must ensure that sufficient numbers of crates are delivered to the site being vacated; and all empty crates are removed from site as soon as possible from the new location. Please liaise with TfL and BTPA moves teams to agree delivery and collection dates and times.

The Mayor encourages London employers to pay staff the London Living Wage. Londoners face far higher living costs than people living in other regions, especially for housing and childcare. The Living Wage goes some way to reflecting this. The wage is an hourly rate of pay, calculated according to a combination of the costs of living in London and 60% of the median wage. This gives the wage rate needed to give a worker in London enough to provide their family with the essentials of life, including a cushion against unforeseen events.

In November 2013, the London Living Wage was set at £8.80 for the coming year.

For more detail on how the London Living Wage is calculated and information on accredited employers read A Fairer London: The 2013 Living Wage in London.

SCHEDULE 5

SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER)

Framework Number:
Request Form Number:

To:
Address:

From:
Date:

This is a Request Form for the provision of Services in accordance with this Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

You must complete and return your Proposal by [ ]. Please e-mail your Proposal, and send a paper copy to:

Name:
e- mail address:

Postal address:

Telephone:
Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding this Agreement should be directed to the Procurement Manager named in this Agreement.

Signed: _____
for and on behalf of the Authority

Attachments: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Draft Call-Off Contract

SCHEDULE 5B - REQUEST FORM (MINI-COMPETITION)

Framework Number:
Request Form Number:

To:
Address:

From:
Date:

This is a Request Form for the provision of Services in accordance with this Agreement referenced above. This is an enquiry document only, constituting an invitation to treat and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority, the commercial model to be used and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

Your Proposal will be assessed against those submitted by other service providers as part of a Mini-Competition process. The Authority will award the relevant Call-Off Contract to the Service Provider with the Proposal that is the most economically advantageous with reference to the assessment criteria set out in Attachment 1.

You must complete and return your Proposal by [ ]. Please e-mail your Proposal, and send a paper copy to:

Name:
e- mail address:

Postal address:

Telephone:
Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding this Agreement should be directed to the Framework Manager named in this Agreement.

Signed: _____
for and on behalf of the Authority

Attachments: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Draft Call-Off Contract

Attachment 1

[To be completed by the Authority]

1. Services to be provided and associated information

[*Detail here all (a) Services and (b) deliverables with full descriptions of what is required.*

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 4);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.*]

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:
Call-Off Term:

4. The Authority account details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

6. Additional insurance (if any) to be held by Service Provider:

[Delete as appropriate]

a) Employer's liability insurance to be increased to £[X] million per incident;

b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;

c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and

d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE

Framework Number:
Call-Off Contract Number:

THIS CALL-OFF CONTRACT is made the day of

BETWEEN:

(1) [ ] (**"the Authority"**); and

(2) [ ], a company registered in England and Wales (Company Registration Number [ ]) whose registered office is at [ ] (**"the Service Provider"**).

RECITALS:

A. The Contracting Authority and the Service Provider have entered into an agreement dated [ ] which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (**"the Agreement"**).

B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

1.1 The terms and conditions of this Agreement shall be incorporated into this Call-Off Contract.

1.2 In this Call-Off Contract the words and expressions defined in this Agreement shall, except where the context requires otherwise, have the meanings given in this Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or this Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with this Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.

2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of this Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with this Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with this Agreement. The Service Provider shall submit invoices in accordance with this Agreement and the Charges shall be paid in accordance with this Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED
For and on behalf of the [*Authority*]

Signature:_____

Name: _____

Title: _____

Date: _____

SIGNED
For and on behalf of [*the Service Provider*]

Signature:_____

Name: _____

Title: _____

Date: _____

Attachment 1

[To be completed by the Authority]

1. **Services to be provided**

2. **Timetable**

   Commencement date [complete only if different from the date of the Call-Off Contract]:

   Call-Off Term:

   Attach Project Plan (if any) (including Milestones if applicable)

3. **Liquidated Damages**

   Amount of liquidated damages per day (if any):

4. **Expenses**

   Expenses (if any) that the Service Provider may claim:

5. **Authority Account Details**

   Relevant account code and cost centre:

6. **Authority Call-Off Co-ordinator**

   Name:
   Address:
   Phone:
   Fax:
   Email:

7. **Availability of Key Personnel**

   The Service Provider's Key Personnel shall be available at the following period of notice:

8. **Other information or conditions**

   Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

[To be completed by the Service Provider]

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: [*to be inserted*]

Call-Off Contract Number: [*to be inserted*]

Variation Number: [*to be inserted*]

Authority Contact Telephone [*to be inserted*]

Fax [*to be inserted*]

Date: [*to be inserted*]

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 32 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	**AMOUNT (£)**
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	**Signed**

SCHEDULE 8 - AUTHORITY POLICIES AND STANDARDS