

SCHEDULE 6 - CALL-OFF CONTRACT

Framework Number: TfL 93509

Call-Off Contract Number: Task 44

Outline Agreement Number:

THIS CALL-OFF CONTRACT is made the 10th day of February 2023

BETWEEN:

- (1) The London Legacy Development Corporation ('LLDC') (**"the Authority"**); and
- (2) Continental Drifts, a company registered in England and Wales (Company Registration Number 03213484) whose registered office is at 121 Fyfield Road, Walthamstow, London, England, E17 3RE (**"the Service Provider"**).

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated 12th February 2019 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 the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the 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 the 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 the 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 the 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 the 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 the 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 the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the 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

1 Services to be provided

Specification

This high quality community event will provide the opportunity for people to come together and celebrate the Park and its legacy. The aims and objectives for this event are as follows;

- Generate excitement about the Park amongst the community in east London
- Showcase the park as an inclusive, accessible, fun place to visit
- Showcase the East Bank institutions (i.e. Sadler's Wells, BBC V&A, UAL, UCL) coming to the Park providing an opportunity for them to engage and learn from new audiences and raise awareness regarding their future offer
- Provide a platform for local businesses, organisations and developers on the park to engage with the community
- Work with local cultural and creative providers enabling them to be involved in the Park and to engage with new and existing audiences
- To engage and welcome new residents and people working on the Park
- The Great Get Together events will be managed by LLDC and funded in part by LLDC along with financial contributions and in kind from Park partners such as East Bank, with an ambition to draw in match funding from corporate stakeholders and developers as event 'sponsors'.

1.1 Role responsibility of LLDC

- LLDC will be responsible for managing the delivery partner ensuring that they fulfil their contract and deliver a successful event.
- Connect the DP to key delivery partners ie East Bank partners and local community organisations be the broker between those organisations and the DP
- Host and manage the Great Get Together working group
- Sign off on all content to ensure it meets the brief and is accessible, inclusive and inviting to the local community
- Lead on all the marketing and communications for the event, this will include brand design, and all marketing campaigns along with community outreach

- LLDC will lead on the evaluation of the event by carrying out individual survey's with at least 5% of all attendees
- Will sign off the event management plan and ensure that all the correct paperwork is in place
- An Events Manager working under the Head of Events within the LLDC Event team will be nominated as the primary point of contact for all matters connected with the operational delivery of the event, known as the Project Manager (PM)
- The Event Organiser shall consult the LLDC with regard to all major decisions the nominated Project Manager reserves the right to make a formal objection to any element of the Event, which in the view of the LLDC, is contrary to the intended objectives or message of the Event.
- As part of the Project Management, the DP will be expected to provide and adhere to a detailed brief, Project Plan and Risk Assessment, which the Project Manager will review and assist with. The DP will be expected to coordinate and lead regular Project Team meetings and schedule milestone review sessions at key intervals of the project timeline.
- The LLDC will undertake to provide the successful DP with all reasonable access to and exclusive use of the chosen event spaces as is required for the event during the agreed contract period.
- The LLDC will not charge for any time spent by its officials in attending meetings or events. However the LLDC will pass on all third party costs incurred, such as services provided to the event by our regular contractors or concessionaires.
- The LLDC shall support the event organiser in relation to on-going dialogue with Licensing Authorities, the Metropolitan Police, London Fire Brigade, Transport for London and other statutory agencies as appropriate as a part of the SAG process.
- The LLDC has established a QEOP Volunteer Programme of 'Park Champions' to support BAU and events. They may be drawn upon to support this series. The base management fee for Park Champions is paid for by LLDC however the DP will be expected to cover food/transport expenses.

- Any sponsorship income generated in connection with the event will be for the sole benefit of the Event and should be used to offset costs for the event.
- The LLDC will work in conjunction with the appointed DP, the Licensing Authorities and stakeholder groups to ensure that any of LLDC's planned media communications activity is developed in conjunction with the crowd management plan and infrastructure provision.
- The LLDC shall assign the reasonable resources of its Press office to be present at the event.
- The LLDC will provide a contact within its Estates and Facilities team for all site matters related to the event. The Estates & Facilities team coordinate and manage all existing LLDC on site contractors for the Park.
- In addition to the security services provided by the DP for the festival, the LLDC will provide a contact within its Security Team to oversee access and ensure all crowd management and security elements are connected on site. The Security Team will lead on the coordination with the Met Police in relation to this event if required.
- All events over 5,000 attendees at any one point go to the LLDC Licensing Operational Planning Safety Group (LOPSG). The DP and LLDC will assess the schedule and deadlines for all documentation and attendance if required at the SAG.

1.2 Role and Responsibility of Delivery Partner

- Attend the monthly Great Get Together Working Group and work with members of that group accordingly.

1.3 Production

- The DP will be responsible for and should budget for, all aspects of the event production, including but not limited to paying agreed talent and content, equipment and infrastructure, staffing and security.
- To deliver a free and highly accessible event, ensuring best practice in all areas. Please refer to Appendix B

- Coordinating the booking/contracting and requirements of all vehicles, artists, speakers, performers, partners, traders and concessionaires and liaising closely with the Communities team
- Organise, book and oversee all aspects of staffing and securing the event
- Organising, providing and delivering all logistical and operational elements (including, but not limited to infrastructure, technical production and the management of health & safety and environmental protection on site)
- Providing all required operational planning and event management plans, risk assessments and method statements as required by LLDC Events Team
- Providing suitable services for the event including toilets, power and distribution, water management, waste and cleansing services.
- Deliver accessible and attractive wayfinding (i.e. roaming performers) and signage across the event site as approved by the Communities and Marketing team and immediate access and egress areas.
- Working with LLDC to secure all necessary stakeholder permissions are obtained and carry out all relevant stakeholder consultations.
- Securing and managing any additional licences or permit requirements (additional to the existing Premises Licence)

1.4 Timings & Operating Hours

Build From Fri 30th June 2023

Main Event 12:00hrs – 19:00hrs
Saturday 1st July 2023

Breakdown from 18:00 to 22:00hrs Saturday 1st July (an extension to Monday 3rd July will be considered if required)

The operational hours shown above are for guidance only.

The DP is free to propose the operational hours they feel are optimal including the build and break.

In proposing the operational hours the DP should consider the possible success of securing any necessary licences, the possible nuisance to the Park's local residents, and the physical impact on the Park, alongside any associated costs and logistics of running longer or extended hours

1.5 AVAILABLE SPACES

The event will take place in the South Park, to include South Park Plaza which includes Tessa Jowell Boulevard, Mandeville Place and the Fountain Rooms. The use of Stadium Island and London Marathon Community Track may also be considered for the event dependent on the scope and budget of the event.

Capacity of approximately 15,000 at any one time and premises licence in place, please refer to Appendix F.



Food, Drink, Community organisations:

Food and drink offer are required to be provided as part of these events.

In addition to the existing offer of permanent concessions in the area, there is a good opportunity for the DP to promote the local food and drink and encourage concessions provision within the outdoor space. The DP needs to assess an appropriate level of offer for the footprint of the event, the target demographic and expected attendance. The offer should be diverse and cater to a range of different dietary requirements. LLDC would expect there to be some revenue generated from the inclusion of concessions at the events and LLDC will work with the DP to come up with the best approach.

All food and drink proposals should consider and comply with the LLDC Food Pledge please refer to Appendix B and work to LLDC's Sustainability Policy as much as possible. From 2018 LLDC is asking all events to prohibit the use of single use plastic straws and cutlery, in favour of other alternatives, at events and in-house events will be expected to be the exemplar of this.

Concessions should be of the highest professional quality, have appropriate licences and certification for trading. LLDC will need to see all catering health and safety documentation, as well as hygiene training certificates and rating. Local borough Environmental Health departments will also need consulting.

The core of the DP's infrastructure/production responsibilities will include but not be limited to;

DOCUMENTATION

- Event Management Plan, risk assessments, PLI
Production/build Schedules
- Site plans
Site management & staffing plan
- Vehicle registrations
- SIA Security badge numbers
- Management and payment of all agreed artists and speakers
- Consider crowd safety and anti-terrorism measures (within the Event Management Plan)

PRODUCTION

- Logistics and delivery management
Communications systems

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- Site security, stewarding
 - Welfare provision inc. First Aid & Medical
 - Site services (i.e. water, power, waste and cleansing)
Accessibility functions (i.e. signing/hearing loops etc.)
 - Temporary structures
 - Permissions including Section 30 (Building Control) as required
Fencing (Around specific content areas)
Site lighting
 - Health & Safety Management
 - Signage and way finding/Look and Feel
Vehicle access provision (i.e. trackway) and vehicle management
Production offices, Site offices and associated infrastructure
Volunteer logistics
-
- The minimum standard required for infrastructure, logistics and production is the Health & Safety Executive's Event Safety Guide (the Purple Guide), related documents and other published industry guidance.

1.7 Creative content

- The DP will work with the Communities and Event teams to come up with the creative content for each event and procure the programme from the allocated budget (with a menu of opportunities for in the event additional funds are obtained)
- Shaping the creative content provided into a coherent, accessible and attractive experience for park visitors
- The DP will work with and support local Community Partners to be able to programme content for the event, ensuring they have the required infrastructure in place. This may including further coordination requirements for funded/non-funded groups including contracting and post event evaluations.
- To work with East Bank and wider partners to produce high quality content for the event, ensuring that they have the required infrastructure and support

1.8 Budget and Financial management

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- Income from the concessions, experiential areas or any other revenue raising elements should form a part of the DP's overall budget proposal.

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- The DP will be required to allow open book auditing by the LLDC or its nominated partner, in order for the LLDC to assess expenditure, final incomes or management fees taken.
 - The DP shall be responsible for any taxes payable to Her Majesty's Revenue & Customs or any other such body, especially where foreign performers or artists may be used.
 - The LLDC will outline a suitable payment schedule based on key milestones on the agreed delivery of the Event. The LLDC may require key documents and audited accounts to be submitted to release payments.
 - There will be a fundraising plan in place to draw in match funding from local corporate stakeholders and developers as event 'sponsors', if successful these funds will be allocated to the full event costs
 - Budget management, accounting, cash security, payment of all suppliers (including all artists and speakers), receipt of all incomes etc.
 - There is the possibility of this event drawing in match funding all additional funds will be awarded directly to DP and we will need an updated budget to reflect this
 - Holding financial risk for the DP declared areas of the event.
 - The delivery partner is responsible for all appropriate insurances as defined in the attached 'no fee' hire agreement.
 - A draft no fee hire contract is attached. The Delivery Partner is required to fulfil all conditions of the contract in the delivery of the event

1.9 Sustainability Management Plan

- The DP will need to work to LLDC's Sustainability Policy and demonstrate ways to, at a minimum, reduce the use of single-use plastics at the events and propose new ideas to make the events more green and sustainable.
- The DP will be required to follow LLDC policy aimed at reducing single use plastics across the park and environs.

1.10 Deliverables / Milestones

Deliverable	Start	End	Responsibility
Award Contract		07/02/23	LLDC
Inception Meeting		Week of 06/02/23	Both

GGT Working Group Meetings	14/02/2023	08/08/2023	LLDC
Scoping and sourcing content for GGT along with required infrastructure	14/02/2023	11/04/2023	DP
Develop content with partners including required infrastructure	14/02/2023	11/04/2023	Both
Content agreed	14/04/2023	14/04/2023	All
Infrastructure finalized	28/04/2023		
Marketing and Communications campaign begins	01/05/2023	01/07/2023	LLDC
Draft Event Management Plan			DP
Event Management Plan submitted			DP
First instalment paid (50%)			LLDC
Event build	30/06/2023	01/07/2023	DP
Deliver GGT event	01/07/2023	01/07/2023	DP
De-rig GGT event	01/07/2023	01/07/2023	DP
Event de-brief	11/07/2023	11/07/2023	Both
Second installment paid (50%)	14/07/2023	14/07/2023	LLDC

1.11 Exclusivity

The LLDC recognise that the commercial success of the event is dependent on exclusive access for the DP and the strength of the opportunity to deliver this event to take place on the Park. To that extent, the LLDC will not grant any additional licences or activities to take place within the boundaries of the immediate Park during the contract's operational period with the exception of the LLDC holding additional internal stakeholder or media related events.

However, the LLDC reserves the right to permit events or activities on any of its other land holdings, except those, which would be seen to be directly competing (an event of the same type, same scale with similar content or that marketed itself to a substantially similar set of clients).

1.12 Appendices

- A. Communities and Business Strategy
- B. LLDC Food Pledges
- C. Access & Inclusion Events Guidance
- D. Equalities and Inclusion Policy
- E. South Park Plaza & Premises Licence
- F. Event Delivery Considerations
- G. Sustainability Events forms and Guidance



QEOP community
development 1 page :



LLDC Food
Pledge.pdf



LLDC Accessibility
and Inclusion Guide.p



South Park Plaza



Premises Licence 202:
Event Delivery
Considerations.pdf



LLDC Sustainability
Guide.pdf



Equality and
inclusion policy (1).pd

As detailed in the ITT submission dated 09/01/23

REDACTED

2. Timetable

Commencement date : **07/02/23**

Call-Off Term: 14/07/23

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

3. Liquidated Damages

Amount of liquidated damages per day (if any): N/A

4. Expenses

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

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Invoices

Address where invoices shall be sent: invoices@tfl.gov.uk

7. Authority Call-Off Co-ordinator

Name: Layla Conway
Address: London Legacy Development Corporation
 Level 9
 5 Endeavour Square
 London
 E20 1JN
Phone: REDACTED
Fax: N/A
Email: REDACTED

8. Availability of Key Personnel

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

9. Other information or conditions

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

Attachment 2

1. Charges

Item /Service Description Tenderer to provide cost breakdown against each heading/sub-section. This list is not exhaustive, please include costings for other items considered necessary to plan, produce and deliver the event as detailed in the specification	Qty	Unit (e.g. hours, metres, days)	Rate	Total	Additional budget Column	Additional Information
Production Item						
Staff						
Event Manager	REDACTED					
Production Coordinator	REDACTED					
Production Assistant	REDACTED					
Health & Safety Manager	REDACTED					
Site Manager	REDACTED					
Site Crew	REDACTED					
Security	REDACTED					
Lost Persons Co-ordinator	REDACTED					
Overnight Sunday Northwall Security	REDACTED					

	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
TOTAL						
Production						
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
TOTAL						
Welfare						
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					

	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
TOTAL						
Partners						
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
TOTAL						
Admin/Other						
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					
	REDACTED					

TOTAL						
Sub Total						
Management Costs	REDACTED					
Total	REDACTED					plus VAT
INCOME	REDACTED					
Total Cost minus trader income	REDACTED					

2. Key Personnel

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

Name	Role
Layla Conway	Creative and Communities Lead
Pip Thomas	Operations and Production Lead
Renea Henry-Kemp	Creative and Communiites support
Azmat Suleman	Operations and production support

3. Proposed sub-contractors (if any)

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

4. Proposed completion date

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

Attachment 3

Special Conditions for Call-Off

Insurance requirements

Public liability insurance of £10m for each and every occurrence or series of occurrences arising out of any one occurrence.

Product liability insurance of £10m in aggregate for any one or a series of claims.

Employers' liability insurance of £5m in aggregate for any one or a series of claims.

Details of any contract works and property insurance in place during the period of the event and during build/ derig of the event.

Property insurance for all supplier's and other property including infrastructure where content is provided by others or hired in for the event, to be at the sole risk of the contractor at all times

Motor insurance; Motor liability for the minimum limit required by statutes and property damage cover for £10m for each and every occurrence or series of occurrences arising out of any one occurrence.

Professional Indemnity insurance of £2m {Two} million in aggregate for any one or a series of claims.

Marine insurance for impact damage and marine liability for a minimum limit of £10m {ten} million pounds for each and every occurrence or series of occurrences arising out of any one occurrence, where the contractor uses equipment on the River Thames.

In the situation that venues require insurance levels greater than this, the Event Producer will work with the GLA to negotiate the position and where agreed will make arrangements for increased cover for the specific location.

3. PRIVACY AND DATA PROTECTION

For the purposes of this Clause 3, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”

Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Call-Off Contract;

“Data Controller”

has the meaning given to it in Data Protection Legislation;

“Data Processor”

has the meaning given to it in Data Protection Legislation;

“Data Protection Impact Assessment”

an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;

“Data Protection Legislation”

means:

(a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

(b) Directive (EU) 2016/680 (the Law Enforcement Directive);

(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Data Subject”

has the meaning given to it in Data Protection Legislation;

“Personal Data”

has the meaning given to it in Data Protection Legislation;

“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Call-Off Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision-making including profiling.
3.1	With respect to the Parties' rights and obligations under the Call-Off Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.
3.2	Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
3.2.1	<p>The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:</p> <ul style="list-style-type: none"> • Staff • Stakeholders • Businesses & residents • Contractors <p>3.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:</p>

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- names
 - email addresses
 - postal addresses
 - telephone numbers
 - images
- 3.2.3 The Authority Personal Data is to be Processed for the following purpose(s):
- For the provision of customer/stakeholder liaison
 - Database support functions
- 3.2.4 The subject matter of the Authority Personal Data to be Processed is:
- the Processing is necessary to ensure that the Service Provider can effectively deliver the Call-Off Contract and deliver State of London Debate, whilst liaising with all relevant stakeholders and communication with businesses and residents where operational impact may be an issue.
- 3.2.5 The duration of the Processing shall be:
- Dates TBC
- 3.2.6 The nature and purpose of the Processing may include: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
- 3.3 Without prejudice to the generality of Clause 25 of the Agreement, the Service Provider shall:
- 3.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Call-Off Contract;
- 3.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Call-Off Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- 3.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation

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- to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- 3.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Call-Off Contract including:
- 3.3.4.1 the purposes for which Authority Personal Data is Processed;
 - 3.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - 3.3.4.3 the source(s) of the Personal Data;
 - 3.3.4.4 any recipients of the Personal Data;
 - 3.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - 3.3.4.6 retention periods for different types of Authority Personal Data; and
 - 3.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- 3.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- 3.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Call-Off Contract, take appropriate technical and organisational security measures, which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- 3.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Call-Off Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses 3.3.6 and 3.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- 3.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause 3, including the

unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;

3.3.9 having notified the Authority of a breach in accordance with Clause 3.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;

3.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Call-Off Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Call-Off Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

3.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:

3.3.11.1 from a Data Subject (or third party on their behalf):

3.3.11.1.1 a Subject Request (or purported Subject Request); or

3.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

3.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

3.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

3.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause 3.3.11, including by promptly providing:

3.3.12.1 the Authority with full details and copies of the complaint, communication, or request; and

3.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

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- 3.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
- 3.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
- 3.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- 3.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
- 3.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
- 3.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause 3 (and in particular Clauses 14, 19.1, 19.2, 23.2, 25 and 26 of the Agreement).
- 3.5 The Service Provider shall, and shall procure that any sub-contractor shall:
- 3.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Call-Off Contract in accordance with its terms;
- 3.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
- 3.5.3 not Process Authority Personal Data in such a way as to:
- 3.5.3.1 place the Authority in breach of Data Protection Legislation;
- 3.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
- 3.5.3.3 expose the Authority to reputational damage including adverse publicity;

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- 3.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
 - 3.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
 - 3.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - 3.5.6.1 are informed of its confidential nature;
 - 3.5.6.2 are made subject to an explicit duty of confidence;
 - 3.5.6.3 understand and comply with any relevant obligations created by either this Call-Off Contract or Data Protection Legislation; and
 - 3.5.6.4 receive adequate training in relation to the use, care, protection, and handling of Personal Data on an annual basis.
 - 3.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Call-Off Contract);
 - 3.5.8 without prejudice to Clause 3.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
 - 3.5.9 comply during the course of the Call-Off Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time;
 - 3.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
 - 3.7 If, after the commencement of the Services, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - 3.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - 3.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - 3.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

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- 3.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - 3.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
 - 3.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
 - 3.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - 3.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Call-Off Contract or a separate data processing agreement between the Parties; and
 - 3.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in 3.7.3.1.
- 3.8 The Service Provider and any sub-contractor (if any), acknowledge:
- 3.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Call-Off Contract;
 - 3.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Call-Off Contract or negligence in relation to Authority Personal Data;
 - 3.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of Call-Off Contract and the Agreement;

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- 3.8.4 notwithstanding Clause 29.1.1 of the Agreement, if the Service Provider has committed a material breach under Clause 3.8.3 on two or more separate occasions, the Authority may at its option:
- 3.8.4.1 exercise its step-in rights pursuant to Clause 36;
 - 3.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - 3.8.4.3 terminate the Call-Off Contract and/or the Agreement in whole or part with immediate written notice to the Service Provider.
- 3.9 Compliance by the Service Provider with this Clause 3 shall be without additional charge to the Authority.
- 3.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- 3.11 Following termination or expiry of this Call-Off Contract, howsoever arising, the Service Provider:
- 3.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause 3.11.3;
 - 3.11.2 where Clause 3.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause 3.2.6 above and following this will then comply with Clauses 3.11.3 and 3.11.4;
 - 3.11.3 subject to Clause 3.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - 3.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Call-Off Contract securely destroy the Authority Personal Data.
- 3.12 Authority Personal Data may not be Processed following termination or expiry of the Call-Off Contract save as permitted by Clause 3.11.
- 3.13 For the avoidance of doubt, and without prejudice to Clause 3.11, the obligations in this Clause 3 shall apply following termination or expiry of the Call-Off Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- 3.14 The indemnity in Clause 21 of the Agreement shall apply to any breach of Clause 3 and shall survive termination or expiry of the Call-Off Contract.
- 3.15 The Parties' liability in respect of any breach of Clause 25.1 of the Call-Off Contract and this Clause 3 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

7. Equality, Diversity, and Inclusion

7.1 For the purposes of this Clause 7, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause 7 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity, and inclusion;
“Equality Statement”	means a short-written statement setting out how a Service Provider will embed equality, diversity, and inclusion in its performance of the Call-Off Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause 7 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause 7.3, indirect subcontractor, of the Service Provider.

EDI Policy

7.2 From the Call-Off Contract commencement date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Call-Off Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

7.3 Where a contract has a contract value of over £5 million and for the duration of the Call-Off Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

7.3.1 adopts and implements; and

7.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Call-Off Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

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- 7.4 Where a Call-Off Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity, and inclusion in the performance of the Call-Off Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause 7.

- 7.5 Subject to Clause 7.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Call-Off Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

7.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause 7.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Call-Off Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Call-Off Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses; suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

- 7.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings

and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

- 7.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause 7.5.

EDI Audit

- 7.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause 7. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause 7.3, indirect subcontractors, and shall include the Minimum Records.
- 7.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Call-Off Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause 7.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Call-Off Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause 7.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause 7.
- 7.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Call-Off Contract and each relevant subcontract.
- 7.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause 7.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- 7.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Call-Off Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
 - 7.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause 7.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

7.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Call-Off Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- 7.12 For the duration of the Call-Off Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Call-Off Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause 7 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g., class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of

	their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also, a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p>

- turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
- balance sheet total of no more than £11.4 million net (or £13.68 million gross).

2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

- women;
- disabled people;
- lesbians, gay men, bisexual people;
- trans people;
- older people (aged 60 or over); and
- younger people (aged 24 or under).

	<p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>