

Contract Reference Number: GLA80870

Date:

Contract for Services
between
Greater London Authority
and
Ramidus Consulting Ltd

Version: Generic 24 July 2015

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	3
2.	COMMENCEMENT AND DURATION	9
3.	THE SERVICES	10
4.	CHARGES	11
5.	PAYMENT PROCEDURES AND APPROVALS	11
6.	WARRANTIES AND OBLIGATIONS	13
7.	OPERATIONAL MANAGEMENT	14
8.	SERVICE PROVIDER'S PERSONNEL	14
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	15
10.	CONFLICT OF INTEREST	17
11.	ACCESS TO PREMISES AND ASSETS	17
12.	COMPLIANCE WITH POLICIES AND LAW	18
13.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	26
14.	EQUIPMENT	26
15.	QUALITY AND BEST VALUE	26
16.	RECORDS, AUDIT AND INSPECTION	27
17.	SET-OFF	27
18.	INDEMNITY	28
19.	INSURANCE	28
20.	THE AUTHORITY'S DATA	29
21.	INTELLECTUAL PROPERTY RIGHTS	29
22.	PRIVACY AND DATA PROTECTION	30
23.	CONFIDENTIALITY AND ANNOUNCEMENTS	30
24.	FREEDOM OF INFORMATION AND TRANSPARENCY	31
25.	DISPUTE RESOLUTION	32
26.	BREACH AND TERMINATION OF CONTRACT	33
27.	CONSEQUENCES OF TERMINATION OR EXPIRY	35
28.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	36
29.	SURVIVAL	38
30.	RIGHTS OF THIRD PARTIES	38
31.	CONTRACT VARIATION	38
32.	NOVATION	38
33.	NON-WAIVER OF RIGHTS	39
34.	ILLEGALITY AND SEVERABILITY	39
35.	NOTICES	39
36.	ENTIRE AGREEMENT	39
37.	COUNTERPARTS	40
38.	RELATIONSHIP OF THE PARTIES	40

39.	FURTHER ASSURANCE	40
40.	GOVERNING LAW	40
	SCHEDULE 1 - KEY CONTRACT INFORMATION.....	42
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	45
	SCHEDULE 3 - SPECIFICATION	46
	SCHEDULE 4 – CHARGES	68
	SCHEDULE 5 - PROJECT PLAN.....	68
	SCHEDULE 6 - FORM FOR VARIATION	70
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS.....	71
	SCHEDULE 8 – RE-TENDER COOPERATION.....	72

time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime and the London Fire and Emergency Planning Authority, London Legacy Development Corporation, and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises” any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day” any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan” a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges” the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

“Confidential Information” all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to

	the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 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;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 45J the Utilities Contracts Regulations 2006;
“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 the Contract 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 as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider 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 either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider 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) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason 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 either or both of the Service Provider 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, 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, in each case 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 in Schedule 1;
“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;
“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;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
“Service Commencement”	the date for commencement of the Services

Date	set out in Schedule 1;
“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 the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) 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”	<p>(a) subject to Clause 26.6 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 the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and</p> <p>(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 Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

“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 execution of the Contract;
- 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 the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract 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; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. **Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

3. The Services

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 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 Contract;

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

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

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

3.3 The Service Provider shall provide the Services:

3.3.1 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;

3.3.2 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;

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

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

3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.

3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. **Charges**

4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 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.

4.3 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.

5. **Payment Procedures and Approvals**

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

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, 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.

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

5.4.1 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 Schedule 1;

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

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

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

5.5.1 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 or by virtue of the Contract; or

5.5.2 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 17, 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.

- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. **Warranties and Obligations**

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 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

6.1.1.3 is entering into this 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;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

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

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or

supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

- 6.2 Each warranty and obligation in this Clause 6 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 the Contract.

7. **Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. **Service Provider's Personnel**

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the 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.

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

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. **Sub-Contracting and Change of Ownership**

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refuse or grant consent subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the 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;

- 9.2.2 be responsible for payments to that person;
- 9.2.3 remain solely responsible and liable to the Authority for any breach of the 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;
- 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as

being valid and undisputed under the sub-contract requirements.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is 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

9.3.2 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; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date 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 Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the 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 Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. **Access to Premises and Assets**

11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of

charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

- 11.1.1 have the use of such Authority 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 Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 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;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 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 Schedule 1.

12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 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 where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code

of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk) including the provisions set out in Schedule 7 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 Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply 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 either of both of the Service Provider's 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 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, 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:

- 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- 12.1.5.2 eliminate unlawful discrimination; and
- 12.1.5.3 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 the Authority to satisfy its duty;

12.1.6 Where the GLA is the Authority the Service Provider shall:

- 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
- 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
- 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.6 as if the sub-contractor were in the position of the Service Provider;
- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against

it in connection with this Contract by any person for breach of the Equality Act 2010.

- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority 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 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 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;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 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:
 - 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
 - 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

- 12.3 For the purposes of Clauses 12.3 to 12.11 (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”

the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk;

“Lorry”

a vehicle with an MAM exceeding 3,500 kilograms;

“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side 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”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ; and
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

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

12.4.1 (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

12.4.2 (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

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

12.5.1 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;

- 12.5.2 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;
- 12.5.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- 12.5.4 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

- 12.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:
 - 12.6.1 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
 - 12.6.2 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:
 - 12.6.2.1 0 – 3 points on the driving licence – annual checks;
 - 12.6.2.2 4 – 8 points on the driving licence – six monthly checks;
 - 12.6.2.3 9 – 11 points on the driving licence – quarterly checks; or
 - 12.6.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 12.7 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

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

12.8.1 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

12.8.2 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 (5) working days of a written request from TfL.

Self Certification of Compliance

12.9 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 12.5, 12.6 and 12.7 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

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

12.10.1 comply with Clause 12.4; and

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

12.10.2.1 For Lorries – Clauses 12.5, 12.6, 12.7 and 12.8; and

12.10.2.2 For Vans – Clauses 12.6, 12.7 and 12.8,

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

Failure to Comply with Work Related Road Risk Obligations

12.11 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10:

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

12.11.2 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).

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

14. **Equipment**

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 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 Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

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

15. **Quality and Best Value**

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and,

as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

- 15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

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

16.1.1 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 the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

- 16.2 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 (including compliance with Clause 12.1) 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.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. Indemnity

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority 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 breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider’s Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).
- 18.2 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 the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19. Insurance

- 19.1 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 not less than £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 or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:
- 19.1.1 public liability to cover injury and loss to third parties;
 - 19.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 19.1.3 product liability; and
 - 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 19.2 The insurance cover will be maintained with a reputable insurer.

- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.
- 19.4 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 19.1 being or becoming void, voidable or unenforceable.
- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. **The Authority's Data**

- 20.1 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.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

21. **Intellectual Property Rights**

- 21.1 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 or 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 this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. **Privacy and Data Protection**

22.1 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 Schedule 2 of this Contract.

23. **Confidentiality and Announcements**

23.1 Subject to Clause 24, the Service Provider will keep confidential:

23.1.1 the terms of this contract; and

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

23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.

23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);

23.3.2 which 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

23.3.3 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, agents and sub-contractors.

23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

23.5 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 Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the 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.

23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information and Transparency**
- 24.1 For the purposes of this Clause 24:
- 24.1.1 **“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 or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 24.2 The Service Provider acknowledges that the Authority:
- 24.2.1 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
- 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
- 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (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.
- 24.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for

determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

- 24.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 24.7 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.
- 24.8 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 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

25. **Dispute Resolution**

- 25.1 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 the Contract ("**Dispute**") before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) 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.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 25.4 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.

- 25.5 Where a dispute is referred to mediation under Clause 25.3, 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.
- 25.6 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.
- 25.7 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.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 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 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. **Breach and Termination of Contract**

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract 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;
 - 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;
or

- 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the 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 and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the 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 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 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 Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. Consequences of Termination or Expiry

27.1 Notwithstanding the provisions of Clause 23, 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 and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract 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.

27.3 Upon expiry or termination of the Contract (howsoever caused):

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

27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

27.3.1.2 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.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 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 Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, 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 (save where terminated under Clause 26.4) 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.

28. Declaration of Ineffectiveness and Public Procurement Termination Event

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and Clauses 28.1 to 28.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clauses 28.1 to 28.5 (inclusive) or the Cessation Plan, the provisions of this Clauses 28.1 to 28.5 (inclusive) and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

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

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 28.1 to 28.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or

Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to Clauses 28.1 to 28.5 (inclusive).

- 28.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, TfL shall promptly notify the Service Provider and the Parties agree that the provisions of Clause 27 and these Clauses 28.6 to 28.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.6 to 28.10 or the Cessation Plan, the provisions of these Clauses 28.6 to 28.10 and the Cessation Plan shall prevail.
- 28.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 28.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.8.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
- 28.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 28.6 to 28.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.
- 28.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 28.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be

liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to these Clauses 28.6 to 28.10 (inclusive)

29. Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. Rights of Third Parties

30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. Contract Variation

Save where the Authority may require an amendment to the Services, the 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 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

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

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. **Non-Waiver of Rights**

No waiver of any of the provisions of the 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 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. **Illegality and Severability**

If any provision of the Contract (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 the Contract and the remaining provisions shall continue in full force and effect as if the Contract 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 the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. **Notices**

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class 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:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

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.

36. **Entire Agreement**

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes 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 the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, 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 the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the 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 the Contract.

40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and 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 CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
The Authority

)
)
)

Signature

Print name and position

Date:

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

)
)
)

Signature

Print name and position

Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA80870
2. **Name of Service Provider:** Ramidus Consulting Ltd
3. **Commencement:**
 - (a) **Contract Commencement Date:** As on page 1 of the Contract
 - (b) **Service Commencement Date:** 17 August 2016
4. **Duration/Expiry Date:** 31 March 2017
5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

Where no alternative is listed, the payment period shall be 4-weekly

Clause 5.2

P2P Systems

Clause 5.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

6. **Address where invoices shall be sent:** **GLA Group**
Accounts Payable
PO Box 45276]
London
SE10 1AJ]

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

7. **Time for payment where not 30 days (see Clause 5.4):**

8. **Details of the Authority's Contract Manager**

Name: REDACTED
Address: GLA, Queens Walk, London SE1 2AA
Tel: REDACTED
Email: REDACTED

9. **Details of the Authority's Procurement Manager**

Name: REDACTED
Address: Windsor House, London SW1
Tel: REDACTED
Email: REDACTED

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

Name	Contact Details	Area of Responsibility
REDACTED	REDACTED	Management and delivery

11. **Notice period in accordance with Clause 26.4 (termination without cause):** 90 days

12. **Address for service of notices and other documents in accordance with Clause 35:**

For the Authority: See Section 9

For the Service Provider: See Section 10

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: Not applicable.**

- 14. Training to be provided by the Service Provider in accordance with Clause 8.8: Not applicable.**

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

For clarification – The contract for services (generic version, July 2015) refers to insurance cover.

The **Service Provider** offers the following liability cover which is acceptable to the **Greater London Authority**.

- a) Employers Liability – 10m Sterling
- b) Public Liability – 2m Sterling
- c) Professional Indemnity – 2m Sterling

SCHEDULE 3 – SPECIFICATION

1.0 Context

- 1.1 Background
- 1.2 The key objectives for LOPR 2016
- 1.3 Service Provider's team

2.0 Part A: Review of office market trends and benchmarking

- 2.1 A1. Office market supply/demand dynamics
- 2.2 A2. Supply/demand Monitoring Benchmarks update
- 2.3 A3. PDR and office-to-residential conversions
- 2.4 A4. The changing nature of work and workplaces

3.0 Part B: Employment and floorspace demand projections

- 3.1 B1. Office employment projections to 2050
- 3.2 B2. Office floorspace demand projections to 2050

4.0 Part C: Beyond Central London

- 4.1 C1. Viable office locations outside Central London
- 4.2 C2: Relationships with the wider South East

5.0 Method statement

- 5.1 General comments
- 5.2 Review of office market trends and benchmarking
- 5.3 Employment and floorspace demand projections
- 5.4 Beyond Central London

6.0 Our team, programme, outputs and cost

- 6.1 Our team
- 6.2 Individual responsibilities
- 6.3 Programme and outputs

1.0 Context

This section sets out the background to the London Office Policy Review (LOPR) series, re-states the key objectives for LOPR 2016, and introduces the Service Provider's team that will undertake the work. The work will be framed within the wider policy context of the London Plan and the Government's National Planning Policy Framework; and it will inform a full review of the London Plan and the preparation of Local Plans/OAPFs, and support the co-ordination of office policy with the wider South East.

1.1 Background

1.1.1 Ensuring that there is enough capacity to accommodate office-based activities is an important London and national concern. The LOPR series provides a regular monitor and check to ensure that London Plan policies are focused on achieving the Mayor's objectives in this area. The previous LOPR was published in September 2012.¹

1.1.2 The LOPR feeds in to the London Plan, which seeks to provide policy that is designed to be both informed by, and responsive to, changes in the demand and supply of office space. LOPR achieves this by providing an independent review of market trends, involving robust monitoring benchmarks and associated time series data to illustrate key themes, market relationships and their bearing on policy. The LOPR 2016 will inform the Mayor's new London Plan and responses to other key issues facing the London office market.

1.1.3 The LOPR 2016 project specification (the Specification), issued by the GLA on the 7th July 2016, identifies three main workstreams, as follows.

- Part A: Review of office market trends and benchmarking.
- Part B: Office employment and floorspace demand projections.
- Part C: Future prospects for office development in viable locations outside Central London and relationships with the wider South East of England.

1.2 The key objectives for LOPR 2016

1.2.1 The LOPR series has provided periodic, independent reviews of market trends, including Monitoring Benchmarks, associated time series data to illustrate supply and demand dynamics, employment forecasts and key themes and their bearing upon office policy. Previous LOPRs have also normally explored a number of key issues confronting the London office market at the time of each review. LOPR 2016 will continue with this format, and achieve the key objectives as follows.

- To undertake a review of office market trends and assess short-, medium- and long-term office supply/demand dynamics in Central, Inner and Outer London.

¹ Ramidus Consulting, with Roger Tym & Partners (2012) *London Office Policy Review 2012* GLA

- To assess the impact of office-to-residential Permitted Development Rights.
- To review the changing nature of work and workspace and to consider the implications for the London office market and broader metropolitan economy of the Chancellor's Productivity Plan and recent legislation.
- To provide projections of office employment and office floorspace demand to 2050, including premises of different sizes.
- To assess the future prospects for office development in viable locations outside Central London and to consider relationships with the wider South East.

1.3 Service Provider's team

1.3.1 REDACTED.

2.0 Part A: Review of office market trends and benchmarking

2.1 A1. Office market supply/demand dynamics

2.1.1 LOPR 2016 will build on LOPR's historic time series of Central London office market data by updating to the end of 2015, and the Service Provider will extend this to incorporate trends in other parts of Inner and Outer London. From this it will outline trends in the demand and supply of office space across the different geographical parts of the London office market. The Central London analysis will include the following.

- **Trends** in the Central London office market, taking account of changing demands among different types and sizes of occupier.
- **Take-up** of new/refurbished and second-hand space by quality for Central London, its six sub-markets and main post codes, including a schedule and commentary on major lettings of over 5,000 sq m.
- **Availability**, or current supply, at the end of 2015 in Central London, its six sub-markets and main post codes, including new/refurbished and second-hand space by quality and location, including availability rates for the main sub-markets and post codes.
- **Rental** trends over the period 2012 to 2015. This will cover the same sub-markets as described above.
- **Construction activity**, including office starts in 2014-2015 and overall levels of office construction activity by borough will be provided, including a schedule of starts in 2015 over 500 sq m net.
- **Unimplemented permissions and applications** covering borough-by-borough data on all office development proposals and applications in Central London, providing important insight into the scale of the development pipeline.

2.1.2 As part of the 'Trends' section here, the Service Provider will review the high level trends in the London office market, outlining the relationship between recent economic and political events and the London office market. To this end, the Service Provider will review various independent assessments of its longer term prospects. This will include an assessment of the prospects for London's office market in terms of its on-going attractiveness to corporate occupiers, and issues raised by the 'Brexit agenda'.

2.1.3 The result of the June Referendum has led to a plethora of publications and pronouncements on the economic (and property market) impacts. There are some key issues that will be addressed, and the Service Provider will do this through an interview process.

- Generate optimistic, neutral and pessimistic scenarios.
- Consider 'tipping points' at which any outflows become self-reinforcing.
- Consider whether any specific sectors are at threat (such as insurance).
- Examine the potential impact of 'passporting' issues for particular sectors.

- A "zero-change" scenario should be the "double blind" test – if Brexit is somehow aborted, what damage could it have on London's growth prospects?
- A managed decline scenario should be considered that recognises that, while Frankfurt and Paris lack current capacity to compete, they will see Brexit as a strategic opportunity.

2.1.4 The Service Provider will undertake around six interviews with individuals outside of the property industry. and will discuss and agree a shortlist of individuals with the Authority.

2.1.5 The Service Provider will describe the trends and factors which might affect different parts of the London office market in the short-, medium- and long-term. These trends and factors will include, among others, the following.

- Locational variation in supply/demand dynamics.
- Emerging changes in the profile of occupiers (sector, size, etc.).
- The roles and perceptions of investors, developers and advisors.
- The impact of ICT on flexible working styles and demand for space.
- The on-going impact of government and private sector relocation.

2.1.6 **Extending the data analysis to Outer London** The Specification requests that LOPR 2016 extends the analysis of office supply/demand dynamics to cover Inner and Outer London. There are no existing data sources that cover the whole of London to the depth that previous LOPRs have achieved for Central London. The Service Provider will undertake this exercise by identifying the larger office centres beyond those covered in the Central London analysis, and describing supply/demand dynamics in these centres.

2.1.7 Cushman & Wakefield will be providing the Service Provider with market data for 2015 (in September 2016) and for 2016 (in February 2017), and this will include take-up, rental trends and new supply activity in fifteen centres around Outer London.

2.1.8 The Service Provider is cognisant of the fact that there is a little overlap between this aspect of Task A1 and Task C1, which we will manage to ensure efficient use of time.

2.1.9 LOPR 2016 will compare rents and land values, in different parts of the London office market, with other land uses, especially residential, retail, industry and leisure. As far as possible this will be shown for the CAZ and at Borough level for the remainder.

2.1.10 This task will include a review of LDD data to identify permitted/proposed large-scale office schemes in different parts of London and implications for the spatial geography of London's office location policy. The Service Provider will discuss with the Authority what is regarded as "large-scale" and what cut-off

should be used. The Specification asks that this review of large schemes should distinguish the following.

- Speculative and pre-let, refurbished and new floor space for development proposals, applications, under construction and vacant new space.
- Vacant second hand space by size, age, type and condition, differentiating as far as possible between marketed space, vacant un-marketed space and 'hidden' vacant space, indicating that which is/is not likely to be developed for offices and their potential for development in other uses, especially housing.
- Take-up of new and second hand space by size, occupier type and cost, the relationship between this and net stock absorption and the implications of both for future demand including costs.
- Office development sites and mixed-use sites with an office component (specifying site area as well as floorspace capacity), distinguishing those which are/are not identified as proposals/applications above, those which are/are not likely to be developed for offices and their potential for development in other uses, especially housing. The consultant will also be required to test the GLA's LDD against commercial data sources.

2.1.11 The first bullet point here will be accessed using LDD data and other sources. And the final bullet will be addressed through use of the recently completed London Employment Sites Database (LSED), which provides a comprehensive picture of the pipeline of office stock.

2.1.12 The second and third points will be considered in work elsewhere in the report on workstyles and employment projections, is designed for this purpose. We would expect to discuss this at the inception meeting with the Authority.

2.2 A2. Supply/demand Monitoring Benchmarks update

2.2.1 The LOPR Monitoring Benchmarks have been running since 2001, and the Service Provider has updated them on the three most recent occasions. They allow the GLA and the Boroughs to monitor the changing relationship between supply and demand in central London. For example, they inform policy makers about whether they should be encouraging the provision of additional capacity or, on the other hand, whether existing or proposed office sites could be released to other uses without detriment to long-term office supply.

2.2.2 As part of LOPR 2016, the Service Provider will assess the market dynamics described above in Section 2.1 against the five monitoring benchmarks as in previous LOPRs. The five benchmarks are summarised below. The Service Provider will review the benchmarks and highlight any significant changes in light of recent economic and market conditions.

- *The stock of permissions (measured as net lettable space) should be at least three times the average rate of starts over the preceding three years.*

- *When central London availability is moving in a direction such that the 8% level seems likely to be crossed, particularly close attention should be paid to other market indicators, and the level of office supply should be reviewed.*
- *Up to 50% of annual starts being comprised of pre-lets and owner-occupier schemes can be regarded as a normal and healthy market.*
- *Planning policy should seek to ensure that office development occurs in a range of established office locations which have good public transport, such that new office space should be available in non-prime locations at no more than 50% of top rents in central London.*
- *Planning policy should seek to ensure that there is at least 3.25 years' supply of new office space in the development and planning pipeline.*

2.2.3 As well as preparing the benchmarks based on end-2015 data, the Service Provider will update Monitoring Benchmark (1) by the end of January 2017 to inform preparation of the GLA's Annual Monitoring Report. This will include the following.

- An update to the ratio of office planning permissions to three-year average starts in the Central London boroughs to the end of 2016 using data from the EGI database, providing the updated Table of ratios (2004-2016) and the Figure illustrating the long-run data (1985-2016).
- A comparable set of ratios back to 2004 using data from the London Development Database (supplied by the GLA).
- Expert commentary on the data and market sentiment as provided in previous London Plan Annual Monitoring Reports for KPI8 (Offices).

2.3 A3. PDR and office-to-residential conversions

2.3.1 Permitted Development Rights were extended, temporarily, in May 2013 to allow office-to-residential conversions without the need for formal planning consent. Government granted exemptions for London's nationally significant office markets in the CAZ, northern Isle of Dogs, Tech City, the Royal Borough of Kensington & Chelsea and the Royal Docks Enterprise Zones. The PDR extensions have now been made permanent and the current exemptions will cease at the end of May 2019. The GLA has estimated that, outside the exempted areas, around 1.5 million sq m of office floorspace could potentially change to residential use through PDR.

2.3.2 The Service Provider will undertake an overview of PDR trends across London drawing on data from the LDD, and bring together evidence (to be supplied by the GLA in collaboration with the Boroughs) on existing and proposed Article 4 Directions to remove PDR in specific locations. Using LDD data, the Service Provider will review the number of PDR proposals, the scale, type and occupancy status of floorspace affected and its spatial distribution across London. The Service Provider will support the data with commentary on the impacts on strategic and local office markets. Where possible the Service Provider will use GIS to map results.

2.3.3 The Specification refers to work in LOPR 12 on the potential scale, suitability and distribution of surplus office buildings and sites for redevelopment in other uses, and in particular, the increment this might represent to housing output at Borough, sub-regional and London-wide levels. The Service Provider will update earlier work, assuming that the Authority provides the data to allow the combining of potential additions to housing capacity through PDR with formal planning permissions. The requirement to identify the scope for release of surplus office capacity in different parts of London and quantify the potential additional homes from this source will be a high level exercise, the precise details of which will be agreed at the inception meeting.

2.3.4 The Specification also asks for advice on strategic approaches to meet objectively assessed demand for office floorspace and the consolidation/redevelopment of surplus office space to other uses in a PDR context. The Service Provider will undertake this work with some clarification of precise requirements at the inception meeting.

2.4 A4. The changing nature of work and workplaces

2.4.1 As part of LOPR 2016 the Service Provider will investigate the implications for the London office market and broader metropolitan economy of the Chancellor's Productivity Plan and recently proposed legislation on Planning & Housing, Enterprise and Devolution. The Service Provider will consider how these might bear on the contribution of office based activities to the national Exchequer, the operation of London's labour market including housing needs and its productivity relative to other UK centres and world city competitors.

2.4.2 Working practices and premises requirements of occupiers are evolving rapidly in response to changes in technology and the nature of work. The Service Provider has direct, practical experience of these trends. The Service Provider will build on work that we undertook last year for the Corporation of London², as well as capture latest trend and commentary via a literature review.

2.4.3 The Service Provider will investigate and summarise trends in working practices and the implications for the supply of, and demand for, different sizes and types of workspace (including, for example, serviced offices, open workspaces, start-up/incubator space, affordable (subsidised) workspace, 'live-work', R&D/laboratory space and hybrid space). The Service Provider will give this review a spatial dimension in terms of different parts of London, including an overview of policy responses.

2.4.4 The Service Provider will also consider the extent to which B1a office accommodation is occupying land in designated industrial areas. The analysis will draw on a range of existing evidence as well as offering new insights. The Service Provider is aware for example that around 83,000 sq m of B1(a) space

² Ramidus (2015) *Future Workstyles*, *Future Workplaces* Corporation of London; Ramidus (2016) *Clusters and Connectivity: the City as a Place for SMEs* Corporation of London

sits within designated industrial areas in London.³ The Service Provider is also familiar with this issue in a direct way through Employment Land Studies and planning work for developers. The Service Provider will summarise the relevant parts of this experience.

³ Aecom (2015) *London Industrial Land Supply & Economy Study* GLA

3.0 Part B: Employment and floorspace demand projections

3.1 B1. Office employment projections to 2041 and 2050

3.1.1 The Service Provider will provide projections of office employment to inform the new London Plan. The revised estimates will be based upon the latest GLA Economics sector and Borough level employment projections for London to 2041 and 2050 which will be supplied to the research team following appointment.

3.1.2 In June 2016, GLA Economics published their latest employment projections for London at sector level. The projections showed a significant upward revision from the previous projections which were used to inform the office forecasts contained in LOPR 2012. This change reflected recent growth in the London economy and the extent to which London had shown great resilience in bouncing back from the Global Financial Crisis and ensuing recession.

3.1.3 In June 2016, GLA Economics prepared a set of Borough employment projections using a revised version of their previous 'Triangulated' method. The GLA's Triangulated Borough employment projections are generated by developing a set of rules to integrate three separate projections for Borough jobs based on:

- continued historic trends – prepared by GLA Economics;
- transport accessibility – based on a relationship for each borough between employment density and transport accessibility, and
- workplace capacity – using data from the London Employment Sites Database.

3.1.4 As the transport accessibility analysis will be used to inform future investment decisions by TfL, the transport accessibility projections do not feature in the rules to allocate employee jobs across Boroughs for this round of Borough projections.

3.1.5 The GLA does not produce sector forecasts at Borough level. The Service Provider will generate Borough-level, sector forecasts by initially assuming that each sector grows at the same rate as the London sector forecasts. The London sector growth rates will be applied to the latest 2014⁴ Borough sector data (for the 16 sectors at which GLA Economics produce their London forecasts). The input data for this is BRES 2014 employment data which will be grossed up to 2014 Borough employment totals to account for self-employed.

3.1.6 These initial Borough sector forecasts will then be calibrated to ensure consistency with both the GLA's London sector level forecasts and with the

⁴ 2015 BRES data is likely to be published during the course of this study, but 2014 would probably be better to use in any event as it is consistent with the base data for the GLA Economics projections

GLA's Borough level forecasts. The Service Provider will undertake a process of reiterations to these dual constraints.

3.1.7 The output of this stage will be Borough level forecasts for the sixteen sectors as set out in Figure 1. The employment projections are for workplace employment consistent with the workforce jobs definition.

3.1.8 In order to produce office forecasts by Borough, the Service Provider will then analyse the proportion of each Borough's employment that is likely to be in office activity. To do this the Service Provider will analyse the most detailed 5-digit SIC data and assign whether or not this is likely to be a predominantly office activity. The Service Provider will initially use the same definitions as applied in LOPR 2012, and in the London Office Floorspace Projections.⁵

3.1.9 These definitions will then be applied to the 2014 BRES data to calculate for each Borough the proportion of employment in each of the GLA's sixteen forecast sectors that is in office activity. The resulting coefficient is applied to the future Borough sector forecasts to produce a forecast for office employment.

3.1.10 The Service Provider will review these definitions as for many activity sectors the type of premises they occupy has a more blurred definition. For example, a number of activities, particularly in the Administrative and Support services sector, which once might have occupied office premises, now might be found occupying industrial buildings. This may be for reasons of choice, cost or lack of suitable alternatives.

3.1.11 In undertaking this review the Service Provider acknowledges an important overlap with the work being commissioned on the parallel London Industrial Demand study. It will be important that a consistent set of definitions is adopted between these two studies.

3.1.12 The output will be office employment forecasts for the period 2014-2041 and 2050 at Borough level and for the other London Plan geographies required by the GLA.

3.2 B2. Office floorspace demand projections to 2041 and 2050

3.2.1 The previous task set out how the Service Provider proposes to generate forecasts of office employment by Borough. The Service Provider will convert these forecasts of change in office employment to change in office floorspace through the application of employment density ratios.

3.2.2 The Service Provider will first review the latest evidence on employment density ratios. This will draw upon work the Service Provider has undertaken recently for the London Employment Sites Database and any other more recently published material. The Service Provider will produce an estimate of the appropriate employment density, or densities, as these may vary by type or

⁵ Peter Brett (2014) *London Office Floorspace Projections* GLA

location. The Service Provider will also present these densities in the form of a range to enable sensitivity testing.

3.2.3 These density ratios will be applied to the forecast change in employment by Borough (and other geographies) to provide a spatially disaggregated forecast of the net change in occupied office stock.

3.2.4 In considering the future demand for office space there are two other factors that need to be taken into account.

3.2.5 First is the prevailing level of vacancy and whether this is above or below the equilibrium level deemed optimal for frictional change. The Service Provider will draw on data on vacancy rates where available to make an estimate of whether allowance needs to be made for this.

3.2.6 Secondly is the extent to which there are changes in occupied density in the existing stock over the forecast period. The Service Provider's work on the London Office Floorspace Projections 2014 and the London Employment Sites Database 2016 produced estimates of the potential impact on future demand for floorspace and the Service Provider will build upon this work for LOPR 2016.

3.2.7 **Trend change in stock** The Service Provider will also examine evidence on past changes in office stock to compare potential projections based on past rates of change.

3.2.8 The Service Provider will produce a projection based on past rates of change in office stock. This will be compared to the forecast derived from employment set out above. The Service Provider will also compare past change in office stock with past change in employment derived from the historic series described under Task B1.

3.2.9 **Comparison of demand and supply.** The recently completed London Employment Sites Database provides a comprehensive database on the pipeline of future supply of office stock. It is available at Borough level as well as the other geographies required by the GLA. Although just recently produced the pipeline is constantly dynamic and the Service Provider will review any major changes since the compilation of the LESD through analysis of LDD data, a review a major schemes appearing in the property press as well as consultations with GLA officers as to their recent intelligence.

3.2.10 The pipeline of supply will be compared against the forecast demand both in total and spatially by Borough.

3.2.11 The LESD contains information on recent completions and outstanding consents, but also on some of the longer term aspirations for bringing sites forward for development. In comparing the forecast demand with pipeline supply the Service Provider will distinguish between these different categories of the pipeline in order to provide guidance on the extent to which forecast demand is

likely to be easily accommodated or whether it is dependent on longer term regeneration ambitions being realised.

4.0 Part C: Beyond Central London

4.1 C1. Viable office locations outside Central London

4.1.1 The LOPR series has undertaken a high level review of centres across London since 2004, in order to assess their prospects for office development. The 2012 review informed the office guidelines in Annex 2 of the London Plan.

4.1.2 In previous editions of LOPR, the Service Provider used their Office Market Assessment Grid (OMAG) to look at 100 centres, as well as paired comparisons of Outer London and Outer Metropolitan Area (OMA) centres. The Service Provider will be reviewing a sub-set of markets outlined above using a similar approach.

4.1.3 Since the Service Provider's previous work, many of the smaller centres have lost further office space to residential and some are said to have reached a point of stress with small businesses finding it difficult to continue operating in their long-established locations. For instance, it is understood that Harrow and neighbouring centres have experienced these stresses. Furthermore, trends in working practices are also relevant here, and the case for local access to flexible workspaces may have strengthened since LOPR 12. The Service Provider would have regard to such developments in undertaking the assessments.

4.1.4 As part of LOPR 2016 the Service Provider will review the Annex 2 guidelines to test whether they are still robust, recommending amendments supported by evidence where appropriate. The review will also include a high level assessment of the current London Plan strategic office centres (Stratford and Croydon), potential new strategic office centres (such as Old Oak Common), mid-urban and conventional business parks, science and innovation parks, and appraise the scope for office development in other Opportunity Areas (such as the Royals and Brent Cross).

4.2 C2. Relationships with the wider South East

4.2.1 A key role of LOPR 2016 is to help support the co-ordination of office policy with the wider South East of England. The Specification observes that some previous LOPRs have addressed the relative roles of London's office sub-markets, and especially the relationship between those in Outer London and those associated with Central/Inner London and the wider South East of England. As part of LOPR 2016, the Service Provider will draw out the current relationships and how these might be expected to evolve in the future.

4.2.2 It should be stressed that the topic of London's relationship with the wider South East merits a LOPR-scale project in its own right. The Service Provider's analysis here will, therefore, be necessarily high level. With this in mind, this task will consider the implications for the achievement of broader objectives, especially for the Outer London economy; retention of adequate office capacity in terms of quantum, quality and cost; encouragement of new capacity; and for other land uses, particularly housing. The review will also consider whether any positive measures could be taken to improve the prospects of office locations in

Outer London to improve their competitive strengths relative to locations in the wider South East, for example in relation to public transport accessibility, car parking standards and qualitative enhancements.

4.2.3 In previous work, the Service Provider concluded that Outer London and OMA centres were more similar than different, that the market does not distinguish between Outer London and OMA but that markets operate more in segments or corridors around London, determined by transport routes. For instance, West London and the Thames Valley is a long established market, and the north east corridor to Cambridge has emerged more recently.

4.2.4 The Service Provider will focus our analysis on areas that have experienced material change, or where there is policy focus that could lead to material change.

4.2.5 Since LOPR 12, the context for this analysis has changed and it is an important discussion. The case for protecting office space in Outer London may now be more compelling and there may be a more pressing need to work with the wider South East to meet new demands.

4.2.6 London is under intense pressure for space from residential and office uses, which raises critical issues about the best way to meet the need and calls into question, for instance, previous assumptions about the preservation of the green belt and appropriate density of land use in Outer London.

4.2.7 While workplace technology and flexible work patterns may not reduce the need for office space in the CAZ they do create possibilities for different working patterns and, for instance, enable more people to tap into workplaces close to home for at least part of the day/week/working life. Residential developments that incorporate small, integrated workspaces might be part of the solution.

4.2.8 Government departments have announced plans to create two new office hubs in Outer London at Croydon and Stratford. This is a reversal of previous trends and creates additional demand pressure in Outer London. The Service Provider will consider the possibility that other organisations could adopt similar strategies.

4.2.9 There may be opportunities for centres in Outer London and the wider South East to be part of the solution to the pressure on space in Central London.

4.2.10 The Service Provider will seek to understand to what extent centres in Outer London and the wider south east are positioning themselves to meet demand that might arise from the capacity pressures in Central London and changes in workstyles and lifestyles. Understanding the potential for competition or collaboration between Outer London centres and the wider South East is critical to ensure that Outer London centres are not 'leap- frogged' and are in a position to meet any increase in the need for local office provision.

4.2.11 The Service Provider will conduct a series of four workshops to explore these issues and establish the extent to which initiatives are being considered either individually or in collaboration between centres, to capture potential demand. The Service Provider will aim to bring together people representing some or all of the following interest groups: agents; developers; policy makers and office-based businesses active in the relevant markets. Where appropriate the Service Provider would hope to engage with the relevant LEP.

4.2.12 The Service Provider will organise four workshops to cover north, south, east and west of London, and neighbouring local authority districts. The Service Provider will target attendees (with help from the GLA in the case of the Borough planners), undertake the communications, prepare an agenda and facilitate and record the discussion. The Service Provider expects to discuss this element of the project at the inception meeting.

4.2.13 The exact nature of the output will become clearer as the project unfolds but, at this stage, the Service Provider envisages four 'case studies' within a single chapter which will provide an overarching narrative of the key issues arising from the workshop discussions.

5.0 Method statement

5.0.1 This Section expands a number of methodological points arising in Section 2.0, 3.0 and 4.0.

5.1 General comments

5.1.1 Details of the final methodology will be agreed between the Service Provider and the Authority at the project inception meeting. In advance of this, the Service Provider confirms the following.

5.1.2 The Service Provider's data analysis and recommendations in LOPR 2016 will be sufficiently robust to support practical implementation across London, and to withstand expert scrutiny. Any case studies will be selected on a transparent basis and written sources will be comprehensive and transparently representative.

5.1.3 The work will draw upon the GLA's demographic and employment projections, as well as market-based, quantified and referenced data. Literature and data sources will be comprehensive and/or transparently representative.

5.1.4 LOPR 16 will work with the geographies of the CAZ, Northern Isle of Dogs, Boroughs, Inner and Outer London definitions and the current London Plan Sub-regional definitions.

5.1.5 The Draft and Final reports will have full referencing of sources according to agreed conventions, and as per previous LOPRs in 2007, 2009 and 2012. Layout and pagination will also be according to agreed convention, and as per previous LOPRs. Historic LOPR data and time series will run to end-2015, and will also be presented in electronic format.

5.2 Review of office market trends and benchmarking

5.2.1. The Service Provider will use a variety of data sources to achieve these tasks. Two of the most important will be the market data supplied by Cushman & Wakefield (C&W) for 2015 (in September 2016) and for 2016 (in February 2017) and supply data contained within the London Development Database (LDD). First, the Service Provider will use market data on take-up, availability and rents for Central London from C&W. The Service Provider has already put in place the formalities of this arrangement. C&W have recently merged with DTZ who provided the data previously. The Service Provider has been assured that data sets will be consistent and comparable with time series data collected for previous LOPRs.

5.2.2. In previous years the Service Provider has accessed EGi's data series for office starts, offices under construction and planning permissions and approvals. This year the Service Provider will access the LDD. This will reduce project costs and will enable the GLA to showcase its own data.

5.2.3. The Service Provider will use this combination of data from C&W and LDD to bring up-to-date the graphs, tables and schedules which form the basic

building blocks of the LOPR series and contribute to the analysis of the London office market in LOPR 2016. The Service Provider will further use C&W data to examine Outer London supply/demand dynamics.

5.2.4. In addition to these sources, and in particular to address the 'office market trends' and 'land use comparisons' sections, The Service Provider will use a variety of additional published sources. Among these are a variety of GLA-commissioned reports, including the following.

- Industry: Industrial Land Supply and Economy Study (2015); Industrial Land Demand and Release Benchmarks (2011)
- Office: Small Offices and Mixed Use in the CAZ (2015); Office Employment Forecasts (2014, updated) and CAZ SPG (2016).
- Housing: Strategic Housing Land Availability Assessment (2013); Strategic Housing Market Assessment (2013) and Housing SPG (2016).

5.2.5. There are then a host of private sector, published data sources. The Service Provider will ensure that we review these in a thorough and robust manner, drawing out key messages and data. All secondary sources will be fully referenced.

5.2.1 In addition to C&W's base data for the core market supply/demand dynamics the Service Provider will also use a selection of other recognised data sources for specific purposes. All sources will be fully referenced. The Service Provider will also use the following databases for the policy and planning aspects of the research.

- London Development Database
- London Employment Sites Database
- GLA employment forecasts
- GLA demographic forecasts
- Other market-based, quantified and referenced data

5.3 Employment and floorspace demand projections

5.3.1 Self-employed The Service Provider will also review trends in self-employment as the numbers and proportions who are self-employed has been rising in recent years, and the way that self-employed workers occupy office space is likely to be different from those who are employees.

5.3.2 Historic data series The Specification also requests an historic time series covering the period 1984-2014. Providing a consistent time series over this period is far from straightforward given numerous changes to geography, employment data sets and SIC definitions over this period. The Service Provider's approach will be to prepare best-fit office-based SIC definitions for each of the relevant data sets and time periods. For the period 1984-91 this requires the Census of Employment data; for 1991-98 the Annual Employment

Survey; from 1998-2008 the Annual Business Inquiry; and from 2008-2014 Business Register Employment Survey data.

5.3.3 In compiling this historic series, The Service Provider will build upon previous work undertaken, for example the London Employment Time Series prepared for the GLA by Roger Tym & Partners in 2010. The Service Provider will also seek to ensure consistency with the GLA Economics historic data series, but note for example that historic estimates of employment for CAZ and NLoD go back only to 2009, whereas employee estimates at Borough level go back to 1981.

5.3.4 **Trend change in stock** Updated VOA Commercial Floorspace Statistics are due to be published later this year, and they might provide a basis for making these calculations. In the event that they are not published in time for the study the Service Provider will draw on data from the 2012 VOA Commercial Floorspace Statistics and update the series to the present with data on completions from the London Development Database. These sources may also be supplemented by data on completions and take-up from property market agents, although our understanding is that none of these series are comprehensive across London as a whole.

5.4 Beyond Central London

5.4.1 The Service Provider will research published material from local authorities and other bodies concerning the changing role of office markets in Outer London and the wider South East. The Service Provider will review output from the GLA, TfL as well as relevant publications such as the London Infrastructure Plan.

5.4.2 The Service Provider will review recent research on the economic performance and characteristics of Outer London and neighbouring sub-regions, including reports such as the following.

- Centre for Cities (*various*)
- LSCC Growth Commission (2016) *The London-Stansed-Cambridge Corridor: Economic Characteristics and Performance*
- MK Futures Commission (2016) *Milton Keynes: Making a Great City Greater*
- Oxfordshire LEP (2014) *Strategic Economic Plan*
- PBA (2015) *West London Economic Assessment*

6.0 The Service Provider team, programme, outputs and cost

6.1 Our team

6.1.1 The Service Provider (Ramidus Consulting Limited) is an independent built environment research and advisory business.

6.1.2 REDACTED.

6.1.3 REDACTED.

6.1.4 REDACTED.

6.2 Individual responsibilities

6.2.1 The project will be a team effort, and all members of the Service Provider team will be involved in the preparation of the final report. Shown below are the areas where team members will focus their time.

- REDACTED.

6.2.2 Figure 2 shows a breakdown of the resource plan for the project. It can be seen that a total of 86 days will be committed, spread across the three main workstreams and the individual tasks, plus project management and report drafting. The greatest effort is on workstream A (33 days), followed by workstream C with 23 days.

Figure 2 Project resourcing

Workstream	Days resource						Total	
	RH	DL	IC	SJ	MD	JS		
Output A	Review of office market trends and benchmarking							
	Supply/demand dynamics	4.0		6.0		4.0	1.0	15.0
	Update of benchmarks	1.0		2.0		1.0		4.0
	Analysis of PDR office-to-residential conversions	2.5		4.0		2.0	1.0	9.5
	Changing nature of work and workplaces	2.0			1.0			3.0
	AMR 2017 Update	1.5						1.5
Output B	Employment & floorspace projections							
	Office employment forecasts to 2041	0.5	9.0					9.5
	Floorspace estimates	0.5	9.0					9.5
Output C	Beyond Central London and relationships with the South East							
	Review of viable locations beyond Central London	2.0	1.0	3.0	2.0			8.0
	Relationships with the wider South East	2.0		3.0	2.0		2.0	9.0
	Organisation and management of workshops	3.0			3.0			6.0
	Project management & reporting							
	Project management	1.5						1.5
	Report writing	3.0	2.0	1.0	2.0	1.5		9.5
	Total	23.5	21.0	19.0	10.0	8.5	4.0	86.0

6.2.3 **Sub-contracting** The whole LOPR 2016 project will be undertaken within a single contract between the GLA and Ramidus Consulting Limited. It will be managed within the terms of the GLA's General Contract; and Ramidus will enter into sub-contract arrangements with other team members.

6.3 Programme and outputs

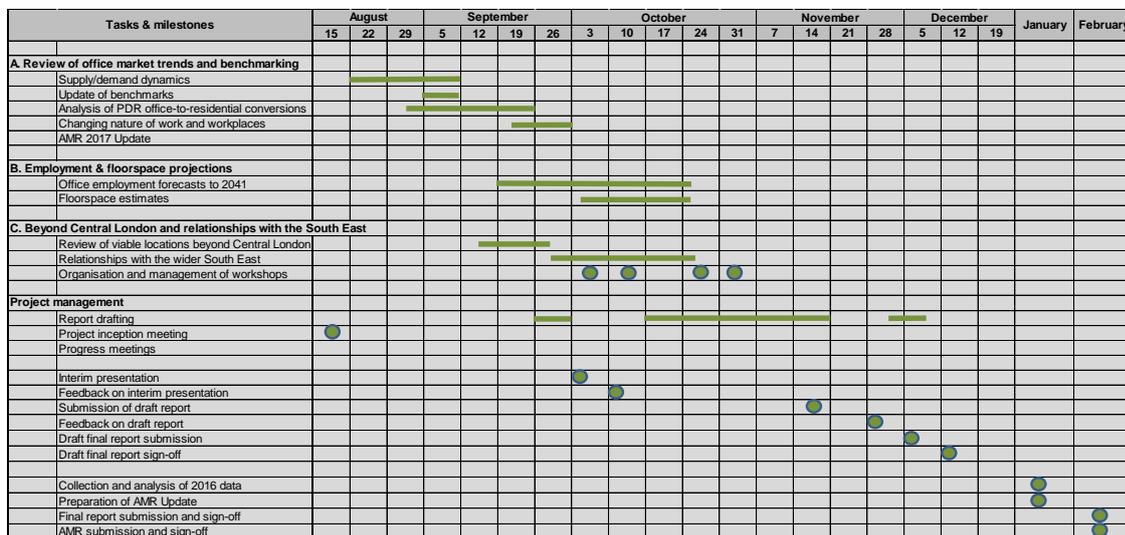
6.3.1 The GLA’s expectations for the LOPR 2016 project programme are as follows.

- Appointment: August 2016
- Inception meeting: August 2016
- Interim presentation: October 2016
- Final draft report: December 2016
- Sign off final report and AMR Update: February 2017

6.3.2 These dates will be discussed and agreed, with more precise timings, at the inception meeting.

6.3.3 The programme below (and reproduced in Schedule 5) illustrates how the main workstreams and tasks will be undertaken, together with the management aspects of inception meeting, steering group meetings and submission of draft and final reports. The Service Provider will manage the project with the rigour and discipline of previous LOPRs by Ramidus.

Figure 3 Project programme



6.3.4 LOPR 2016 will be overseen by a Steering Group comprising representatives of the main sponsors of the project, and that the project will be managed by a named GLA officer. There will be at least three steering group meetings, as shown in Figure 3; and the Steering Group may request that the findings be presented to an expert panel before the report is finalised.

6.3.5 The project specification asks for a number of specific outputs, and these are reproduced below.

- The final report will be presented in electronic format, in Microsoft Word and PDF. Any mapping outputs will be provided in GIS and all tabulated outputs in Excel.
- The reports will have full referencing of sources according to agreed conventions. Layout and pagination will be according to agreed convention. Historic LOPR data and time series to end-2015, and in electronic format.
- An interim presentation to the Steering Group of draft findings (Parts A, B & C).
- A final report that includes the final results of the study fulfilling the requirements of this specification (Parts A, B & C) including an Executive Summary and all tabulated outputs and report maps.
- The Annual Monitoring Report update.
- An electronic database of all tables in the report and an electronic, internally consistent, update of the long-term time series of office development trends. This can be in the form of Excel spreadsheet(s).
- Presentations at two seminars (including one with Borough planning officers).

SCHEDULE 4 – CHARGES

TOTAL VALUE OF CONTRACT: 76,750 POUNDS STERLING.

MILESTONE PAYMENT SCHEDULE

- **DELETED**

SCHEDULE 5 - PROJECT PLAN

Tasks & milestones	August			September				October					November				December			January	February
	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19		
A. Review of office market trends and benchmarking																					
Supply/demand dynamics																					
Update of benchmarks																					
Analysis of PDR office-to-residential conversions																					
Changing nature of work and workplaces																					
AMR 2017 Update																					
B. Employment & floorspace projections																					
Office employment forecasts to 2041																					
Floorspace estimates																					
C. Beyond Central London and relationships with the South East																					
Review of viable locations beyond Central London																					
Relationships with the wider South East																					
Organisation and management of workshops																					
Project management																					
Report drafting																					
Project inception meeting																					
Progress meetings																					
Interim presentation																					
Feedback on interim presentation																					
Submission of draft report																					
Feedback on draft report																					
Draft final report submission																					
Draft final report sign-off																					
Collection and analysis of 2016 data																					
Preparation of AMR Update																					
Final report submission and sign-off																					
AMR submission and sign-off																					

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

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 CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, 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 Procurement Manager 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	•

..... (print name)
 For the Authority (signed)

• ACCEPTANCE BY THE SERVICE PROVIDER	•
• • • • Date	• • • • Signed •

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

NONE SPECIFIC.

SCHEDULE 8 – RETENDER COOPERATION

NOT APPLICABLE