

*[SUBJECT TO AGREEMENT]*

Agreement Reference Number: tfl\_scp\_000531

Date: 3 March 2014

**Framework Agreement  
for the Provision of Services**

**between**

***Transport for London  
and***

***Freight Transport Association***

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**THIS AGREEMENT** is made the 3 day of March 2014

**BETWEEN:**

- (1) Transport for London ("**the Contracting Authority**"); and
- (2) Freight Transport Association, a company registered in England and Wales (Company Registration Number 391957) whose registered office is at Hermes House, St Johns Road, Tunbridge Wells, Kent. TN4 9UZ ("**the Service Provider**").

**RECITALS:**

- A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This framework agreement can be utilised by the Contracting Authority or any other member of the TfL Group.
- D. The terms and conditions of this Agreement provide that the Greater London Authority or any of its other functional bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

**THE PARTIES AGREE THAT:**

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

**1. Definitions and Interpretations**

In the Agreement (including the Recitals):

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

**"Agreement"**

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

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

**“Contract Information”**

- (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and
- (ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

**“Force Majeure Event”**

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

**“Holding Company”**

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

**“Insolvency Event”**

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver,

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

- (c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

#### **“Intellectual Property Rights”**

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

<b>“Key Personnel”</b>	the Service Provider’s key personnel named as such in Schedule 1 or any relevant Call-Off Contract;
<b>“Losses”</b>	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;
<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Mini-Competition”</b>	a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Project Plan”</b>	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
<b>“Procurement Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
<b>“Proposal”</b>	the Service Provider’s offer to provide Services in response to a request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
<b>“Request Form”</b>	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5 or in such other form as may be notified to the Service Provider by the



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

continues in force as set out in Schedule 1;

**“TfL”**

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

**“TfL Group”**

TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any **“member of the TfL Group”** shall refer to TfL or any such subsidiary;

**“TfL Premises”**

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority);

**“Transparency Commitment”**

means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; and

**“VAT”**

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;

- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
  - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence;
  - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
  - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
  - 1.8.1 each Call-Off Contract;
  - 1.8.2 these Clauses;
  - 1.8.3 the Schedules;
  - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

## **2. Framework Agreement**

- 2.1 The purpose of this Agreement is to:
  - 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;

- 2.1.2 provide the framework to administer each Call-Off Contract; and
- 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

### **3. Call-Off Procedure**

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 3.2 The Authority may call-off services under this Training Framework Contract by using the following criteria:
  - (a) The Supplier(s) who received the highest overall combined Quality/Price Score from the evaluation of the Framework tender submissions;
  - (b) The capacity and capability of the Supplier to provide all the Services required and to the timescale required;
  - (c) The overall work limit of the Supplier as assessed by the Authority;
  - (d) Previous performance of the Supplier under the Framework as assessed by the Authority.
  - (e) Other special circumstances relating to the particular requirement

TfL reserves the right at its discretion to request or award any call-off under this Training Framework Contract from any of the suppliers in such proportions or quantities as TfL deems appropriate.

Where the Authority appoints the Service Provider it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5, specifying the Services to be provided, in which event:

- 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
- 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
- 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.
- 3.9 Where reasonably requested to do so by the Greater London Authority ("GLA") or any of its other functional bodies (currently, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) ("Functional Bodies") and provided the Service Provider is willing to so contract, the Service Provider shall contract

with such other members of the GLA Group on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

#### **4. Term of Agreement and Call-Off Contracts**

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

#### **5. The Services**

- 5.1 The Service Provider:
  - 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;
  - 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the relevant Call-Off Contract;
  - 5.1.3 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:
  - 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and

complexity to the Services and with sufficient resources including project management resources;

- 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
- 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

## **6. Charges**

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

## **7. Payment Procedures and Approvals**

- 7.1 The Service Provider shall invoice the Authority in respect of the Charges:
  - 7.1.1 monthly in arrears during the Call-Off Contract Term; or
  - 7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or
  - 7.1.3 if specified in a Call-Off Contract, on completion of each milestone. It is a condition precedent of the submission of an invoice on completion of a milestone that all preceding milestones specified in the relevant Call-Off Contract have been completed.
- 7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract, each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority Account Details, the Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise,

accurate, and adequately descriptive to avoid delays in processing subsequent payment.

- 7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 7.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:
- 7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the relevant Call-Off Contract;
  - 7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- 7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or contract Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:
- 7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or
  - 7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

## **8. Warranties and Obligations**

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



- 8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 736 of the Companies Act 1985) to enter into and to perform the Agreement and any relevant Call-Off Contract; and
  - 8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
  - 8.1.1.3 is entering into this Agreement and any relevant Call-Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;
- 8.1.3 the Service Provider shall provide the Services:
  - 8.1.3.1 in accordance with the relevant Call-Off Contract and the terms of this Agreement and with all due skill, care and diligence as may be expected of appropriately qualified and experienced persons (of a professional level if appropriate) with appropriate skill and experience in providing services of a similar scope, type, nature and complexity to the Services;
  - 8.1.3.2 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
- 8.1.4 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the requirements specified in the relevant Call-Off Contract; and
- 8.1.5 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 8.2 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

## **9. Contractual Management**

- 9.1 The Contracting Authority authorises the Procurement Manager to act as the Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.
- 9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel and shall procure that they:
- 9.2.1 diligently supervise the performance of the Services;
  - 9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and
  - 9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.
- 9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).
- 9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

## **10. Service Provider's Personnel**

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

- 10.2 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Call-Off Contract.
- 10.3 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any TfL Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).
- 10.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority or the TfL Group incur or suffer whenever arising or brought by the Service Provider's Personnel or any person who may allege to be the same.
- 10.5 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

## **11. Sub-Contracting and Change of Ownership**

- 11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted subject to such conditions as the Authority sees fit.
- 11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
  - 11.2.2 be responsible for payments to that person; and
  - 11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance,

non-performance, part-performance or delay in performance had been carried out by the Service Provider.

**11.3 The Service Provider shall:**

- 11.3.1 not without the prior written consent of the contracting Authority undergo any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
- 11.3.2 give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

**12. Conflict of Interest**

- 12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.
- 12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of this Agreement and in any event not less than once in every six months and shall notify the Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

**13. Access to Premises**

- 13.1 Subject to Clause 10.3 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:
  - 13.1.1 have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises;

- 13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;
- 13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;
- 13.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and
- 13.1.5 not damage the TfL Premises or any assets on the TfL Premises.
- 13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.
- 13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

#### **14. Compliance with Policies and Law**

- 14.1 The Service Provider, at no additional cost to the Authority:
  - 14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
  - 14.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;
  - 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

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

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

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

14.1.5.2 eliminate unlawful discrimination; and

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

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

14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.6, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)).

14.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable

means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

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

## **15. Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

## **16. Equipment**

### **16.1 Risk in:**

- 16.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and
- 16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

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

## **17. Quality and Best Value**

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

## **18. Records, Audit and Inspection**

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

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**");

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

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

## **19. Set-Off**

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

## **20. Indemnity**

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



misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).

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

## **21. Insurance**

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

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

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

21.1.3 product liability; and

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

- 21.2 The insurance cover will be maintained with a reputable insurer (such approval not to be unreasonably withheld or delayed).
- 21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.
- 21.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 21.1 being or becoming void, voidable or unenforceable.

## **22. The Authority's Data**

- 22.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

## **23. Intellectual Property Rights**

- 23.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by a on behalf of the Service Provider in the provision of the Services ("the Products") provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.
- 23.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

## **24. Protection of Personal Data**

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

## **25. Confidentiality, Announcements and Transparency**

- 25.1 Subject to Clause 22.6 and Clause 24, the Service Provider will keep confidential:
- 25.1.1 the terms of this Agreement and all Call-Off Contracts; and
  - 25.1.2 any and all Confidential Information that it may acquire in relation to the Authority .
- 25.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.
- 25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:
- 25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or
  - 25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

- 25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and subcontractors.
- 25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.
- 25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 26.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.
- 25.8 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

## **26. Freedom of Information**

### **26.1 For the purposes of this Clause 26:**

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

- 26.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 26.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.
- 26.2 The Service Provider acknowledges that the Authority:
- 26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to this Agreement or a Call-Off Contract, the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
- 26.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 26.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

## **27. Dispute Resolution**

- 27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract (**“Dispute”**) before resorting to litigation.
- 27.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer

the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the Parties for resolution.

- 27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (“**Notice**”) that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

## **28. Breach and Termination of Agreement**

- 28.1 Without prejudice to the Authority’s right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
  - 28.1.1 except as provided in and without prejudice to Clauses 28.1.3, the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to

remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or

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

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

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

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

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

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

28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common law, the

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

- 28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

## **29. Consequences of Termination or Expiry**

- 29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 29.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):
- 29.3.1 the Service Provider shall, at no further cost to the Authority, on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

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

### **30. Survival**

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

### **31. Rights of Third Parties**

- 31.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with this Agreements (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

### **32. Contract Variation**

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

### **33. Novation**

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



- 33.2 Within 10 Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 33.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

#### **34. Non-Waiver of Rights**

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

#### **35. Illegality and Severability**

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

#### **36. Notices**

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

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

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

### **37. Entire Agreement**

- 37.1 Subject to Clause 37.2:

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

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

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

### **38. Relationship of the Parties**

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

### **39. Further Assurance**

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

### **40. Governing Law**

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the

right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

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

Signed by  
for and on behalf of  
**The Contracting Authority**

)  
)  
)

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 AGREEMENT INFORMATION

1. Agreement Reference Number: tfl\_scp\_000531
2. Name of Service Provider: Freight Transport Association
3. Agreement Commencement Date: 17 March 2014
4. Term: 2 Years with the option to extend for periods of 1 Year up to a total of 2 further years.
5. Details of the Procurement Manager

**Name:** REDACTED

**Address:** 1<sup>st</sup> Floor, Palestra, 197 Blackfriars Road, London SE1 8NJ

**Tel:** REDACTED

**Email:** REDACTED

6. Service Provider's Key Personnel:

Name & Position	Contact Details	Area Of Responsibility
REDACTED	REDACTED	REDACTED

7. Notice period in accordance with Clause 28.4 (termination without cause):  
90 days
8. Address for service of notices and other documents in accordance with Clause 36:

**For the Authority:**

1<sup>st</sup> Floor, Palestra,  
197 Blackfriars Road,  
London, SE1 8NJ  
Facsimile number: 020 3054 2006  
Email: REDACTED  
For the attention of: REDACTED

**For the Service Provider:**

## **SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT**

**N/A**

## **SCHEDULE 3 - SERVICES**

### **1. Objectives**

Promote the Fleet Operator Recognition Scheme, deliver manager/driver training to vocational managers/drivers, maintain FORS approved training, advise, inform, guide and accredit drivers and managers. Improve vulnerable road user safety and increase operational efficiency. This specification focuses on the current FORS approved training material.

To ensure uptake of the training - a preferred methodology is below

- Communicating effectively to industry
- Actively recruit Managers/Drivers to attend FORS training
- Administer each course in accordance with the Driving Standards Agency/JAUP/T/FORS/Data Protection Act and Candidate requirements
- Evaluate/Analyse the training
- Maintain training material content to current industry best practice
- Effective record keeping **(6 YEARS)**

### **2. FORS Approved Training**

The current suite of FORS Approved training material targets Two specific groups Transport Managers and Drivers.

The topic areas for both groups are:

- Safety
- Air Quality
- Management
- Environment
- Penalty Charge Notices
- Congestion

FORS Practitioner or Manager Training consists of Ten 3½ hour workshops, with two to be delivered per day under JAUP/T guidelines for periodic training.

Driver CPC training the Safe Urban Driving course consists of seven hours training.

## SCOPE

### 3.1 General Requirement

TfL is looking to put into place a framework contract with two lots for providing the training requirements:

Lot 1 - Driver CPC

Lot 2 - FORS Practitioner workshops (Modular)

TfL will be looking for a minimum of three (3) service providers per lot, there is no restriction on service providers winning both lots, to be part of a framework to be called upon to deliver its training needs during the life of the contract. Details on both lots are detailed below including tasks that will need to be completed regardless of which lot is bid for.

This specification is intended to provide the necessary information to enable a potential Service Provider to present a detailed and considered response.

The service provider should be able to demonstrate they can perform project management procedures, evaluation and reporting functions to each sub project. Manage, deliver and update FORS approved training for a UK wide audience. Ensure three (3) years remaining on their JAUPPT centre approval, have suitable IT equipment for course delivery, filing of training records and changes to course material (PowerPoint presentations) Liaison with industry Transport Managers and sponsors.

### 3.2 Driver CPC - Lot 1

Deliver Driver CPC modules to vocational drivers of FORS accredited companies via a JAUPPT approved centre using competent staff/trainers. Service providers will need to be competent in and complete the following, though not an exhaustive, list:

- Upload drivers periodic training hours
- Be able to field questions from the drivers
- Be competent in UK driver licence checking
- Have access to and be able to manage an information management system in accordance with the Data Protection Act
- Complete feedback
- Analyse and compile reports
- Produce and issue certificates
- Keep pace with changes within the industry, update training material accordingly.
- Complete JAUPPT renewal of FORS training material on an annual basis
- Trainers to remain current with industry changes throughout the term of the contract
- Hold training records for a period of six (6) years
- Maintain Safe Urban Driving data base

The outline of the Driver Certificate of Professional Competency (Safe Urban Driving training module) is a seven hour Driving Standards Agency (DSA) Joint Approval Unit for Periodic Training (JAUPT) approved theory and practical course specifically developed by Transport for London's FORS project.

Accredited companies that have TfL contracts are located throughout the UK and as such, a need for training to be delivered regionally is to be in place, the regions will potentially be the same as the areas covered by Traffic Commissioners. The course has a maximum capacity of 20 drivers; the course content is based around sharing the road with vulnerable road users with a particular focus on the vulnerability of cyclists. It is delivered in Two 3½ hour modules covering four subject areas:

- The changing streetscape
- Vulnerable road users
- Sharing the road safely
- Defensive driving techniques and collision avoidance

NB the practical module is a 3½ hour on cycle Bikeability syllabus.

TfL's aim is:

- To reduce the number of incidents between LGV/Cyclists, increase driver understanding of the issues faced by vulnerable road users and improve driver attitudes to vulnerable road users
- Change driver actions to give more consideration to the issues faced by vulnerable road users

### 3.3 FORS Practitioner workshops (Modular) – Lot 2

Deliver 40 Driving Standards Agency (DSA) (JAUPT) approved theory courses per year (two workshops per day, 3½ hours per workshop) specifically developed for Transport for London's FORS project using competent staff/trainers to industry professionals. The course content concentrates on issues affecting the environment, road safety, transport fines and charges and post collision procedures and analysis.

Once the clients have completed the full suite of workshops, the service provider will need to direct them to the Qualification Credit Framework level 3 certificate, Safe Green and Efficient Fleet Manager (QSGE3), which is the continuation learning after achieving FORS Practitioner.



All FORS Practitioner workshops are JAUPPT approved. Service providers will need to be competent in:

- UK driver licence checking
- Workshop delivery and fielding questions
- Completing feedback
- Compiling Reports
- Producing and issuing course certificates

Personnel attending a full seven hour day will be offered the chance to upload the hours to the Driving Standards Agency (DSA) The service provider is to keep pace with changes in the industry and propose updates to the training material.

The service provider will be required to hold training records for a period of six years and may be called upon to deliver case studies that are part of the workshop should the sponsor be unavailable.

The service provider is to ensure JAUPPT renewal of FORS training material on an annual basis.

### 3.4 Additional Requirements (Both Lots)

The below tasks will be expected to be completed in both Lots:

- To promote the uptake of FORS membership
- To engage with road freight industry road safety issues on London's roads
- To encourage partnership working across interested stakeholder groups
- To allow drivers the perspective of another road user

#### **Course updating.**

All FORS approved driver training will require a review each year prior to recertification to ensure it maintains pace with the Transport/Logistics industry.

#### **Promotion of FORS approved training (Train the Trainer).**

The delivery of FORS approved training by companies in-house is also to be made available to those who are JAUPPT approved. Suppliers will be asked to demonstrate how this would be achieved and what the strategy and target would be.

#### **Training Centres.**

The need to deliver FORS approved courses throughout the UK is predicted for the near future. Suppliers will need to demonstrate that they have the capability to deliver against this increase in demand in each of the Traffic Commissioners' areas.

**Course Numbers.**

This project is to deliver approximately 200 (indicative) accredited DCPC courses and 40 FORS Practitioner workshops per year through a framework with a minimum of three training providers per lot. Each course has a maximum capacity of 20 drivers with a minimum of 16 drivers. Reporting of non attendance is to be emailed to TfL before 17:00 the day after the course was scheduled.

### 3.5 E- Learning

This training has materials which are completed online, E-Learning, this is managed by a third party. The Service Provider will be required to receive and store e-learning reports and be prepared to publish non data protected information on request.

## **DELIVERABLES / MILESTONES**

### **4.1 Deliverables**

FORS approved training will be available and delivered to the Freight and Fleet industry at least until 2016.

To achieve the deliverables of this project the Service Provider must demonstrate that key personnel involved in the project meet the specification at Appendices 1

- Deliver up to 200 DCPC courses each year - the Safe Urban Driving course requires National Standard Bikeability trainers; One (1) trainer per five (5) students
- Deliver 40 FORS Practitioner workshops per year
- Monitor e-learning returns monthly
- Make changes to training material content and accredit training material with JAUPT annually
- Collect course feedback, compile report and submit to FORS team in line with TfL's period timetable
- The service provider shall be responsible for renewing the C R S(CRS) – Modules on an annual basis. The next review of the FORS Practitioner workshops is in May 2014 and the next review of the Safe Urban driving course is in July 2014

## 4.2 Course Delivery

The training courses will be delivered in three stages:

### 4.2.1 Stage 1 - Pre course administration

- Working with Transport for London the Supplier will promote the training and actively engage with commercial and private sector transport operators, partner boroughs and other agreed sources
- Liaise with Transport for London and borough partners to identify suitable venues<sup>1</sup> and schedule<sup>2</sup> courses
- The Supplier will administer all aspects of the course, including acceptance and payment of all associated fees, trainee booking, registration and secure record keeping Receive, administer and process advanced payments of the driver upload fee
- Transport for London anticipate the Supplier to include a reasonable course cancellation policy covering events such as insufficient delegate bookings, unforeseen changes to venues, adverse weather etc.

### 4.2.2 Stage 2 - Training delivery

- Set up training venue ensuring all resources and equipment (including PPE) are available for use and fit for purpose
- Conduct driver induction including driving licence checks, registration and identity checks
- Receive, administer and process driver upload fee (£8.75)
- Deliver the training course, adhering to mandatory breaks
- Conduct course evaluation collating feedback using the relevant forms; Appendices 2 for DCPC and Appendices 3 for FORS Practitioner
- Issue certificate of attendance using the certificate in Appendices 4

---

<sup>1</sup>Transport for London has provided a focal venue at its training centre in West London and has also negotiated with partner boroughs and fleet operators to host training at their approved premises

<sup>2</sup>The Safe Urban Driving module has a maximum capacity of up to 20 drivers per session from companies whose drivers operate within London

#### 4.2.3 Stage 3 - Post course administration

- Administer JAUPPT driver uploads and payments
- Collate all evaluation data
- Provide updates to Transport for London on completion of each training course and on a four (4) weekly basis<sup>3</sup>
- Reporting feedback to Transport for London on course content making recommendations for improvements in course delivery and content
- All post course administration (JAUPPT payments and uploads) and evaluations are to be conducted within five (5) days of the course delivery
- The Supplier shall indicate their cancellation policy availability

#### 4.2.4 Other deliverables

- Maintain course capacity over 75%, i.e. 16 out of 20 candidates per course
- Maintain course evaluation statistics at a minimum average of 80% positive
- Time – Course scheduling, time management, reporting on contract progress, identify current/future risks
- Cost - cost control, accurate invoice schedules, timely payments, cost cutting initiatives, delivered within budget
- Quality - JAUPPT compliance, course delivery to design, quality control, adherence to contract
- Relationship - Feedback from training team & training manager providing reports & training evaluation as agreed
- Overall - Good value for money, project management controls and overall performance rating

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<sup>3</sup> The evaluation method will be supplied in a Microsoft Office format and the content agreed prior to the award of the contract

## **SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIs)**

The service provider is at all times to adhere to JAUPT/DSA/FORS standards for the delivery of training. The following points are the threshold key performance indicators that the service provider will be judged against.

### **5.1 Service Level Agreement**

FORS approved training will be available and delivered to the Freight and Fleet industry at least until 2016.

To achieve the deliverables of this project the Service Provider must:

- Demonstrate that key personnel involved in the project meet the specification at Appendices 1
- Communicate and advertise the Training available.
- Actively recruit personnel to the courses
- Administrate each course as per JAUPT/FORS criteria.
- Monitor e-learning returns monthly
- Make changes to training material content and accredit training material with JAUPT annually
- All driver feedback to be collated and entered onto the feedback spreadsheet and sent to TfL within the agreed timeframe
- The service provider shall be responsible for renewing the CRS – Modules on an annual basis. The next review of the FORS Practitioner workshops is in May 2014 and the next review of the Safe Urban driving course is in July 2014
- Ensure that all of the items listed in the scope of are delivered on within the required timescales as set by TfL
- Invoicing and payment plan shall be aligned with course registration forms and trainee feedback forms
- Robust and easy to use booking system for students to attend courses, as assessed and agreed by TfL
- Based on the Service Provider's proposal and agreed at the inception meeting, all outputs will be delivered to TfL on time, to cost and the quality levels expected. Relevant outputs of this project will be subject to TfL approval process/sign off to ensure they are fit for purpose

## 5.2 Key Performance Indicators

- Upload to the DSA – rejection values for DCPC upload will not exceed 3% of the total
- All training hours to be uploaded within 72 hours of the course
- All certificates to be issued to students within five (5) days
- Every course evaluation sheet to be completed and returned to TfL within five (5) days using appropriate feedback form for the different courses
- Minimum of 16 students per course/invoice
- A minimum score of “2 - Trainer demonstrates acceptable ability in this area” in all areas of the periodic audit of the trainer by TfL using the FORS Internal Assessment of Trainers form in Appendices 5
- Candidate feedback is to be recorded by the service provider and submitted to TfL for evaluation within five (5) days
- Deliver a minimum of 140 Driver CPC courses each year
- Deliver a minimum of 40 FORS Practitioner workshops per year

## **PROJECT PLAN/TIMESCALES**

TfL are to deliver training to managers and drivers each year to achieve its appointed KPI. Year 1 of this project will start on 17 March 2014 and finish 31 March 2015 keeping in line with financial years. Year 2 will run from 1 April 2015 – 31 Mar 2016 and so on.

Service providers will receive proposed time tables for course delivery as and when call off contracts are issued.



## APPENDICES

### Appendix 1. Person Specification

Requirement for both Lots, unless specified.	Comments	
	E	D
<b>Qualifications / Education / Training: FORS Practitioner – Lot 2</b>		
<input type="checkbox"/> Certificate of Professional Competence (Manager)	Y	
<b>Experience:</b>		
<input type="checkbox"/> Experience of quality assurance processes within a fleet management setting	Y	
<input type="checkbox"/> Successful, relevant and current experience in the occupational sector	Y	
<input type="checkbox"/> Substantial Post qualification experience	Y	
<input type="checkbox"/> Some knowledge of computerised passenger fleet management		Y
<b>Knowledge:</b>		
<input type="checkbox"/> Thorough knowledge of relevant Occupational Risk legislation and standards	Y	
<input type="checkbox"/> Excellent knowledge of the Freight/Passenger road transport industry	Y	
<input type="checkbox"/> Excellent knowledge of current best practice in workplace Health and Safety legislation	Y	
<input type="checkbox"/> Good knowledge of current and potential issues in the industry		Y
<b>Skills &amp; Competencies:</b>		
<input type="checkbox"/> Excellent communication skills, in particular demonstrating that they are capable of handling, in a confident and professional manner, all types of telephone/face to face contact.	Y	
<input type="checkbox"/> Ability to process and interpret complex information	Y	
<input type="checkbox"/> Strong prioritisation skills and ability to manage own workload	Y	
<input type="checkbox"/> Ability to work flexibly		Y
<input type="checkbox"/> Team player		Y
<input type="checkbox"/> Ability to negotiate		Y
<input type="checkbox"/> Ability to identify weaknesses in systems and processes and develop appropriate solutions	Y	
<input type="checkbox"/> Excellent communication skills, Ability to present a professional image at all times	Y	

<b>Personal Attributes:</b>		
<input type="checkbox"/> Selfmotivated	Y	
<input type="checkbox"/> Ability to make decisions and use own initiative	Y	
<input type="checkbox"/> Excellent oral and written communication skills including the ability to produce reports, offer guidance and present to groups	Y	
<input type="checkbox"/> Excellent interpersonal skills with the ability to work and communicate with a diverse range of professionals at all levels	Y	
<input type="checkbox"/> Ability to maintain client confidentiality.	Y	
<b>Other:</b>		
<input type="checkbox"/> Ability to use Microsoft Office suite particularly Power Point, MS Word, Excel	Y	
<input type="checkbox"/> Prepared to operate across Greater London area/UK		Y
<input type="checkbox"/> Prepared to work outside of traditional working hours if required		Y

**Transport for London**



## FORS DCPC evaluation and feedback form

Please complete in BLOCK CAPITALS, or attach your business card

Name (optional)	<input type="text"/>
Location of training	<input type="text"/>

☹ 1 - strongly disagree, 2 - disagree, 3 - agree, 4 - strongly agree ☺

Location (please circle)

The location was easy to travel to

☹ 1 2 3 4 ☺

The location was accessible

☹ 1 2 3 4 ☺

Training sessions and delivery (please circle)

Professional and experienced

☹ 1 2 3 4 ☺

Approachable and questions answered

☹ 1 2 3 4 ☺

Clear communicator

☹ 1 2 3 4 ☺

Engaging and interesting

☹ 1 2 3 4 ☺

Personal training outcome (please circle)

I found the programme useful

☹ 1 2 3 4 ☺

The programme has made me want to complete more training

☹ 1 2 3 4 ☺

The programme has made me more aware of my responsibilities

☹ 1 2 3 4 ☺

**PLEASE COMPLETE BOTH SIDES OF THIS FORM**

**MAYOR OF LONDON**

Version Control: DCPC evaluation and feedback form v1 August 2011

**Transport for London**



Have you driven on a  
Cycle Superhighway route?

Yes ☐ No ☐

Please indicate which route. Tick all that apply:

BCS	Road number	From	To	I have driven on this route
CS2	A11	Bow	Aldgate	<input type="checkbox"/>
CS3	A13	Barking	Tower Gateway	<input type="checkbox"/>
CS7	A24-A3	Merton	City	<input type="checkbox"/>
CS8	A3215-A3216-A3212	Wandsworth	Westminster	<input type="checkbox"/>

If you took part in the PRACTICAL ON-ROAD CYCLING  
(‘Safe Urban Driving’), please rate the effectiveness of this  
practical training session

☹️ 1 2 3 4 ☺️

After this course would you consider cycling to improve  
your health and fitness?

☹️ 1 2 3 4 ☺️

Learning outcome 1 (please circle)

My **UNDERSTANDING** of the issues faced by vulnerable  
road users has changed

☹️ 1 2 3 4 ☺️

Learning outcome 2 (please circle)

My **ATTITUDE** towards vulnerable road users has improved

☹️ 1 2 3 4 ☺️

Learning outcome 3 (please circle)

I will change to give more **CONSIDERATION** to the issues faced  
by vulnerable road users (pedestrians/cyclists/motorcyclists)

☹️ 1 2 3 4 ☺️

Are there any further comments you have on the course?

THANK YOU FOR COMPLETING THIS FORM, YOUR COMMENTS WILL HELP US IN OUR  
ONGOING COMMITMENT TO IMPROVE OUR DELIVERY OF THIS PROGRAMME


MAYOR OF LONDON

Transport for London



Version Control: Benchmarking Workshop feedback form v3 May 2010

Transport for London



## FORS Practitioner Workshop – Feedback Form

Please complete in BLOCK CAPITALS, or attach your business card

Name		Organisation	
Fleet Size		Position	
Address		Telephone	
		Fax	
Postcode		Email	

### How did you find out about the workshop? (please circle)

TfL/FORS Website	1	Trade Press	3
Email / Newsletter	2	Colleague	4
Other (please state)	5		

### How would you rate your level of knowledge? (please circle)

(1 - poor, 2 - average, 3 - good, 4 - very good, 5 - excellent)

Prior to the workshop	1 2 3 4 5
After the workshop	1 2 3 4 5


### How would you rate each session of the workshop? (please circle)

(1 - poor, 2 - average, 3 - good, 4 - very good, 5 - excellent)

Presentations	1 2 3 4 5	Visual Aids	1 2 3 4 5
Hand-outs	1 2 3 4 5	Refreshments	1 2 3 4 5
Duration	1 2 3 4 5		

MAYOR OF LONDON

Transport for London



**Overall, how satisfied were you with the workshop? (please circle)**

(1 - unsatisfied, 2 - fairly satisfied, 3 - average, 4 - satisfied, 5 - very satisfied)

Please elaborate


**What are the biggest concerns for your operation?**


**What did you hope to achieve by attending this workshop?**






**Are there any other topics that you felt should have been included or do you have any further comments?**


**Can we use your comments on future brochures?**

Yes		No	
-----	--	----	--

PLEASE HAND THIS FORM TO A MEMBER OF THE FORS  
TEAM OR REGISTRATION DESK ONCE COMPLETED

Thank you for your  
feedback

Transport for London		 <b>FORS</b> FLEET OPERATOR RECOGNITION SCHEME
<b>FORS DCPC</b>		
<b>Safe Green &amp; Efficient Operations</b>		
DCPC Module title		
This is to certify that		
Name		
Driving licence number		
		
Has completed DCPC 7hr course		
Date		
AC 01045		
Signature name		
On behalf of Fleet Operator Recognition Scheme		
MAYOR OF LONDON	Transport for London	



**Trainer:**  
**Skills & Competencies Checklist**

Trainer/Facilitator: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Course/Workshop Title: \_\_\_\_\_

**Please summarise trainer's demonstrated knowledge/skills using the rating system below:**

1. Trainer needs additional support in this area
2. Trainer demonstrates acceptable ability in this area
3. Trainer shows excellent ability in this area

<b>Delivery — the trainer:</b>	<b>Rating</b>	<b>Body Language — the trainer:</b>	<b>Rating</b>
○ Meet and Greet		○ Maintained good eye contact with the audience.	
○ Used a voice loud and clear enough to hear easily.		○ Friendly/approachable	
○ delivered training designed in a logical way from beginning to middle and end,		○ Used body language to help communicate ideas visually	
○ Clearly described what to expect from the presentation.		<b>Audience Participation — the trainer:</b>	
○ Used effective examples and illustrations.		○ Involved the audience.	
○ Defined unfamiliar technical terms.		○ Handled questions and comments with calm courtesy.	
○ Summarised the main points before finishing.		○ Broke up lectures/discussion at appropriate points.	
<b>Visual Aids — the trainer:</b>		○ Provided clear instructions for all activities.	
○ Good/Bad use of visual aids.		○ Clarified or rephrased questions to elicit audience participation.	
○ Made sure materials could be read easily from where I was sitting.		<b>Technical Competency — the trainer:</b>	
○ Got the point across in a clear and simple way.		○ Taught technically accurate content.	
○ Did not block the screen or flipchart.		○ Answered technical questions from the	



		audience.	
○ Talked to the audience rather than to the screen or flipchart.		○ Gauged audience level of technical knowledge and adjusted the presentation accordingly.	
○ used key words rather than sentences		○ Accurately broke down technical/complex concepts in a way participants could understand.	
<b>Please use the space below to specify:</b>			
Specific topics where the trainer lacks technical knowledge/expertise:			
Ways the trainer might connect better with and engage the audience; be more inclusive:			
Use materials more efficiently:			
Use a clearer, more organized approach:			
Use visual aids that better educate his or audience:			
For office use only:			
Date	Name (Auditor)	Sign	
Date	Delete as appropriate: Excellent	Sign	

	Good Fair Poor	
--	----------------------	--

**SCHEDULE 4 - RATES**

**REDACTED**



Attachment 2: Service Provider's Proposal

Draft Call-Off Contract

## Attachment 1

[To be completed by the Authority]

### 1. Services to be provided and associated information

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

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

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

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

### 2. Acceptance Criteria

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

### **3. Timetable**

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

Call-Off Term:

### **4. The Authority account details**

Relevant account code and cost centre:

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

Name:

Address:

Phone:

Fax:

Email:

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

*[Delete as appropriate]*

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

## **Attachment 2**

### **Proposal**

*[To be completed by the Service Provider]*

#### **1. Proposed Solution**

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

#### **2. Charges**

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

#### **3. Service Team and Personnel**

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

#### **4. Experience**

An outline of relevant past work or projects including references;

#### **5. Proposed sub-contractors (if any)**

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

#### **6. Proposed completion date**

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

#### **7. Insurance**

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

#### **8. Other Information**



### **Attachment 3**

#### **Special Conditions for Call-Off**

**Framework Number:**  
**Call-Off Contract Number:**

- (1) [ ] (“the Authority”); and
- (2) [ ], a company registered in England and Wales (Company Registration Number [ ]) whose registered office is at [ ] (“the Service Provider”).

- A. The Contracting Authority and the Service Provider have entered into an agreement dated [ ] which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

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

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

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or this Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with this Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

### **3. CALL-OFF TERM**

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

### **4. CHARGES**

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

### **5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL**

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

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

**SIGNED**

For and on behalf of the [*Authority*]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED**

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1**

[To be completed by the Authority]

### **1. Services to be provided**

### **2. Timetable**

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

Call-Off Term:

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

### **3. Liquidated Damages**

Amount of liquidated damages per day (if any):

### **4. Expenses**

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

### **5. Authority Account Details**

Relevant account code and cost centre:

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

Name:

Address:

Phone:

Fax:

Email:

### **7. Availability of Key Personnel**

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

### **8. Other information or conditions**

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

## **Attachment 2**

[To be completed by the Service Provider]

### **1. Charges**

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

### **2. Key Personnel**

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

### **3. Proposed sub-contractors (if any)**

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

### **4. Proposed completion date**

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

### **Attachment 3**

#### **Special Conditions for Call-Off**

## SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

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

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

### AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

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

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

.....  
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed



## SCHEDULE 8 - AUTHORITY POLICIES AND STANDARDS

### Equal opportunities and diversity

#### Equal opportunities and diversity

FTA is committed to providing equal opportunities in all aspects of employment and is fully committed to the elimination of unlawful and unfair discrimination. FTA values the advantages of having a diverse workforce.

##### Benefits of a diverse workforce

- Actively embedding diversity in our recruitment process demonstrates an open and accepting culture. This attracts more applicants and provides a wider range of skills and experiences from which to select the best candidates for a vacancy
- By supporting a diverse workforce, FTA is laying the foundations for an innovative and more creative working environment, as employees are drawing on a wider range of unique experiences to contribute new ideas and approaches
- Role models from a diverse background in senior positions can help retain current employees as well as attract new candidates
- People with different backgrounds, skills, attitudes and experiences bring fresh ideas, perceptions, innovation and creativity
- Employing people from diverse backgrounds can help alleviate and prevent further reinforcement of stereotypes and means we represent the communities we work in
- Rather than simply minimising the effect of discrimination and encouraging equal treatment, it takes positive advantage of the differences between individuals and fights prejudice

##### Our commitment

Our policy is to provide equal opportunities in recruitment, selection, discipline, pay and benefits, selection for training and promotion, and will not discriminate because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (which includes colour, nationality and ethnic or national origins), religion or belief, sex or sexual orientation. FTA will build a culture that believes in openness, fairness and transparency in line with our PACE values. This policy is intended to assist FTA in putting this commitment into practice. By adhering to this policy it ensures that no-one commits an unlawful act of direct, indirect, perceived or associative discrimination. FTA also strives to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect. This is detailed further in the Bullying and Harassment policy. This is an important aspect of ensuring equal opportunities in employment. To accomplish this all practices and policies relating to equal opportunities must be adhered to by all employees. Discrimination, abuse or failure to follow this policy and equal opportunities practices will result in disciplinary action which could include dismissal in serious cases.

##### Your role

You are required to support FTA in meeting its commitment to provide equal opportunities for all in employment and to avoid unlawful discrimination.

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### Equal opportunities and diversity

You must:

- play your part in creating an open and accepting culture
  - co-operate with any measures introduced to ensure equal opportunity
  - report any suspected discriminatory acts or practices
  - not induce or attempt to induce others to practice unlawful discrimination
  - not victimise anyone as a result of them having reported or provided evidence of discrimination
  - not harass, abuse or intimidate others, or contribute to the harassment or intimidation of others, on account of race, gender etc
  - not canvass employees in an attempt to discourage them from applying or taking up a post
- You can be held personally liable as well as, or instead of, FTA for any act of unlawful discrimination. If you commit a serious act of harassment you may be guilty of a criminal offence.

Acts of discrimination, bullying, harassment and victimisation against employees are disciplinary offences and will be dealt with under the disciplinary policy. Some acts may constitute gross misconduct and could lead to dismissal.

If you have a concern about the operation of a policy or you have a belief that this policy is being violated you should consult your line manager, senior manager or HR team.

##### Recruitment

Person and job specifications will be determined by the line manager recruiting for the role and will be limited to those requirements that are necessary for the effective performance of the job. All employees, whether part-time, full-time or temporary, will be treated fairly and with respect. Candidates for employment or promotion will be assessed objectively against the requirements of the job, taking into account any reasonable adjustments that may be required for candidates with a disability. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.

##### Training and development

Selection of employees for training opportunities must be non-discriminatory and will be based

upon your needs and abilities, the business needs and the availability of the appropriate course. Your hours of work and individual needs will be considered when arranging training. If you have a disability, individual training will be considered to ensure use of adaptations or special equipment. If you become disabled during the course of employment, retraining will be considered to enable you to remain in your present role or to move to an alternative role.

As a diverse organisation, FTA values difference and knows that embracing diversity brings benefits to the organisation.

### Types of discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman

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### Equal opportunities and diversity

because she is pregnant. In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Associative discrimination is where an individual is directly discriminated against, or harassed, for association with another individual who has a protected characteristic.

Perceptive discrimination is where an individual is directly discriminated against, or harassed, based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic.

### Grievance procedure

If you believe you are not being accorded equal treatment, you should raise the matter through the grievance procedure. If the circumstances are such that you do not want to use the grievance procedure, please speak with a member of HR who will be able to give you further information or guidance at any time.

## Equality & Diversity Policy/Strategic Plan

Equality and diversity objective	Current position/Base line	Action/task	When	Person responsible	Resource implications	Measure of success
To regularly review and monitor the Equal Opportunities and diversity policy.	Continuous	Quality and Diversity policy in place and reviewed at Board level annually. Copy attached.	Ongoing	HR	Senior Management team and Executive team	A record of not having claims of bullying and harassment. None in the past 2 years.
To train HR personal in Equality and Diversity	75% complete	2 HR Advisors have completed 75% of a NVQ level 2 in Equality and Diversity. Head of HR is the Diversity and Equality champion and holds the NVQ qualification	End of Q1	HR	Time away from the office	Better informed line managers and ultimately better informed staff.
Compulsory training of all staff in equality and diversity	All line managers have been trained	To train all other staff by end Q1 2014. Programme attached.	Q1 2014	HR	HR Time each session is ½ a day.	57% of all non line managers have been trained.
To promote the Love Logistics Toolkit with the community and local schools/colleges	Working with logistics companies to get placements	To work with young people from different background and encourage a career within the logistics industry. Finding work placements with large multi national	Ongoing	Training	Being made part of day job	Finding placements leading to permanent roles.

		organisations.				
To continue partnership with everywoman and supporting awards/academies	FTA everywoman in Transport and Logistics Awards	FTA has a 3 year sponsor deal with the Everywoman programme. We support the academy and provide speakers and a number of individuals on the internal leadership development programme and attendees.	Ongoing	HR and Executive board	Time away from day job	More women candidates for
FTA Offices to be accessible to all	Completed	All FTA offices have been refurbished to ensure accessibility to all.	Completed	Facilities management	None	Completed
Recruitment and retention	To continue to	Currently 47% of FTA staff are female, 3% of staff are classed as disabled and 4% are declared from non white European backgrounds. FTA to not ask people to disclose sexual orientation or religion but if they wish to they can. So exact stats are not available. We last asked in October 2013	Ongoing	HR and line managers	None	To increasingly reflect gender, ethnic and disability diversity.

		but individuals on the whole chose not to answer.				
To promote female role models within the industry	67% female Directors	To develop internal candidates for more senior roles.	Ongoing	Executive Board	Time away from day job	More internal promotions.
To eradicate any form of bullying or harassment from the organisation	Contained in the Equality and Diversity policy.	To deal with any instances in a sensitive way and take appropriate action.	Ongoing	Executive Board and HR	Hearing with a senior manager acting as chair person. Interviews with staff. Decision making.	FTA has had no instances of reported bullying and harassment in the past 2 years.
Contractors	FTA do not use contractors					
Key Performance indicators	Monthly KPI's on	Monthly KPI's are produced to measure against equality and diversity objectives.	Ongoing	HR	None	Meeting objectives contained in the equality and diversity policy
Investors in People	FTA hold the gold award for investors in people	Meeting our stated goals is part of achieving and maintaining IIP Gold	Annually	HR and management team	Day job	Retaining IIP Gold and being in the top 1% of employers who hold this certification.

Staff Survey	Annual staff survey which	To survey staff on a variety of topics on an anonymous basis. Including equality and diversity, results and debated by the senior management team and actions plans implemented in areas that score below 3 out of 5.	Annually	HR and senior management team	Day job	Better year one year results and a commitment that concerns are taken seriously and acted on
Personal Development reviews	Twice yearly formal reviews	To discuss performance, behaviour, training needs, career aspirations and developing implementation plans.	Twice a year	Staff Managers	2 ½ days a year	Implementation of plans for career advancement.

## Training Plan

Equality and diversity objective	Current position/Base line	Action/task	When	Person responsible	Resource implications	Measure of success
Ensure all line managers complete Managing Diversity course	Complete		End of 2012	Redacted	N/A	
Ensure all employees at FTA have completed Diversity for all course			End of Q1 2013	Redacted	N/A	
Continue to include equality and diversity training in both recruitment and D&G	Continuous		N/A	Redacted		

## KPI's

KPI's should largely focus on measuring outcome. Ideally they should be grouped together and demonstrate a link to the measures of success relating to each of the objectives. They should extend over the lifetime of the contract at least.

## Glossary

### Diverse Suppliers

For the purposes of TfL's supplier diversity programme, "*Diverse Suppliers*" comprise of the following four sub-sets:

- Small and Medium Enterprises (SMEs);
- Black, Asian and Minority Ethnic businesses (BAMEs);
- Suppliers from other under-represented or protected groups; and
- Suppliers demonstrating a diverse workforce composition.

More detailed explanations of the four subsets are given below.

#### Small and Medium Enterprises (SMEs)

a) A Small Enterprise is a business which has both the following:

(i) 0-49 Full Time Equivalent employees

AND EITHER

(ii) Turnover per annum of up to £6.9 million (up to €10 million) in the last financial year;

OR

(iii) Balance Sheet total of up to £6.9 million (up to €10 million).

b) A Medium Enterprise is a business which has both the following:

(i) 50-249 Full Time Equivalent employees;

AND EITHER

(ii) Turnover per annum of up to and including £34.3 million (€50 million) in the last financial year;

OR

(iii) Balance Sheet total of up to and including £29.4 million (€43 million).

#### Black, Asian and Minority Ethnic businesses (BAMEs)

A Black, Asian and Minority Ethnic (BAME) business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'.



The minority ethnic classification groups used by TfL for monitoring purposes are:

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

Suppliers from other under-represented groups or protected groups

- a)** A supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups under the headings below (where not covered by previous definitions):
- (i) Women (gender);
  - (ii) Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;
  - (iii) Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and
  - (iv) Older people (aged 60 or over), young people (aged 24 or under) (age).
- b)** A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith

or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).

Suppliers demonstrating a diverse workforce composition

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.