



Framework Reference Number: **TfL 90865**

**Customer Research and Insight Services Framework: Lot 3 Task F**

Date: **July 2015**

**Schedule 6 Call-off Contract**

**ACCESSIBILITY MYSTERY TRAVELLERS SURVEY  
(AMTS)**

between

**Transport for London**

**and**

**GfK NOP Ltd**





to the Services to be provided unless and to the extent that such misinterpretation or misunderstanding is due to the negligence of the Authority.

- 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**

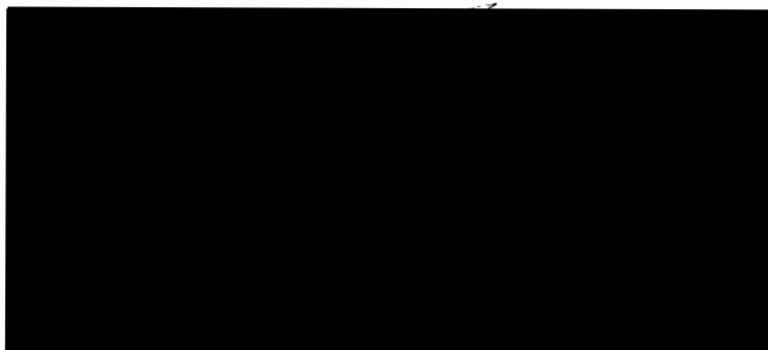
The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

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

**SIGNED**



**SIGNED**



## **Attachment 1**

### **Services to be provided**

#### **1. OVERVIEW OF AMTS REQUIREMENTS**

Transport for London (TfL) are committed to providing an accessible transport system and removing the difficulties that disabled people face when travelling around the network. This is demonstrated throughout TfL's strategy and action plans including the TfL story, the Business Plan, Single Equality Scheme (SES) and Your Accessible Transport Network.

TfL uses a mystery shopping programme called AMTS (Accessibility Mystery Traveller Survey) to monitor accessibility across the TfL network and highlight areas of strength and areas for improvement. The appointed research agency will implement, manage, develop and drive action from TfL's Accessibility Mystery Traveller Survey (AMTS) programme. The agency appointed will work closely with TfL's Customer Research & Insight team and TfL's internal clients to plan a focused, efficient and cost effective programme of work.

**Please note: This tender is for the running of the core AMTS programme.**

#### **2. CRITERIA FOR ASSESSMENT OF PROPOSALS**

In response to these brief, agencies are invited to describe how they would deliver against TfL's requirements; resourcing levels that would be made available; and experience of working with TfL and other internal and external clients to meet these specifications.

TfL will use the following criteria to evaluate research proposals and proposals should be laid out according to these sections:

- capability of researching a range of disabled people and application of specialist accessibility knowledge
- fieldwork capability and management, including quality assurance processes and implementation
- technical capability, including sampling, processing and reporting capability
- quality and experience of proposed staff team for insightful reporting, client relationship and process management
- Partnership working & fit with TfL ethos including the ability to report survey results in a user-friendly format

The successful agency will be required to demonstrate knowledge and expertise in managing and delivering mystery shopping surveys and experience of recruiting, training and managing a panel of disabled people. Knowledge of the legal requirements for the employment and remuneration of disabled people will also be required.

The successful agency will be required to provide fieldwork, data collection, day-to-day management, data processing and insightful reporting of the surveys and any of the additional work outlined in this brief. This is bearing in mind the requirements outlined in the overarching Generic Supplier Brief TfL 90865, for Customer Research and Insight Services, which contains key details about the requirements from suppliers around business objectives, research quality and working with TfL. Agencies should take a pro-active role in owning, developing and interpreting the survey. We welcome any new ideas and approaches from agencies as to how best to manage the mystery shopping panel, fieldwork, sample & route planning, questionnaire design and insightful reporting of the results.

It is imperative that all stages of the research are carried out with rigorous attention to research quality control.

It is also important that the appointed agency and TfL's Customer Research & Insight team work in partnership. The aim is to build a relationship and to keep both sides updated regularly with any issues that may arise. Therefore, we will expect to have regular team meetings to review actions for development and improvement of the survey, with key members of the agency and TfL teams attending. There could also be a requirement for a greater number of meetings during periods of development. TfL is also interested in any suggestions an agency may have for ways to ensure the clients and agency work together as a team.

**Note:** An internal and external review of the value of AMTS to the business has been undertaken since late 2014, covering all areas including (but not limited to) questionnaires/scoring, journey plans, assessment scenarios and analysis/reporting.

We have put a 'hold' on the finalisation of the review implementation pending the outcome of this tender. However, by late April, we will have agreed new 'draft' questionnaires (including scoring) with each modal stakeholder (whose requirements formed the basis of this review). We would expect the successful supplier to become familiar with the review process and to implement the core recommendations using the draft questionnaires as a basis (with their own input/thoughts).

### **3. RESEARCH OVERVIEW**

The purpose of AMTS is to focus on aspects of TfL's services that disabled people potentially experience substantially differently to non disabled people. Since the original programme was set up in 2002, TfL's disability equality has broadened from focusing on physical accessibility to addressing all types of accessibility barriers for disabled people.

The objectives of AMTS are twofold:

- To work with disabled people to objectively assess and monitor the whole journey experience of travelling around London.
- To produce insight to monitor and gain a deeper understanding of the experiences of disabled people, enabling us to take action, plan improvements and ultimately improve accessibility.

The appointed agency will be expected to deliver mystery shopping surveys employing disabled people across the following TfL service areas:

- London Buses
- London Underground (LU)
- London Overground
- Taxis and Private Hire Vehicles (PHVs)
- Inter-modal interchanges (Note: relates to the modes above)
- Pre-journey information (Note: relates to one or more of the modes above)
- London Dial-a-Ride
- London Tramlink

The principle of the programme is to gather information multi-modally, reflecting the way customers actually travel.

To achieve this, London Buses, London Underground, London Overground, Inter-modal interchanges, Taxi/PHV and London Tramlink surveys should be designed and implemented as one linked survey with assessors making continuous pre-planned journeys across several 'joined up' modes and assessing the attributes for each mode and journey leg as the journey progress.

Please note that London Tramlink has only recently become part of the main programme (from Q3 2014/15). It is currently incorporated on a 'standalone' journey basis, given its geographical position in South London making linked assessments with the main bus, rail and taxi modes more difficult. We would welcome your thoughts in how to most effectively include London Tramlink into journey planning going forwards.

The other 'standalone' survey is London Dial-a-Ride. For this survey it is only the telephone booking service that is assessed with no requirement for journey assessments (although the assessor would still make the journey).

'Pre-journey' information gathered by telephoning TfL's information centres (or by e mail), will also be required for some of the modes. Again, in principle, this should be collected as part of a multi-modal journey.

Assessors with the following impairments are to be included in each of the service areas:

- Mobility Impaired (excluding wheelchair users)
- Wheelchair users
- Visually impaired
- Hearing impaired

Currently assessors are asked to self define which impairments they have and provide information on the nature of their disability and any aids they use when travelling around the network.

## **4. METHODOLOGY**

### **4.1 Assessments**

Assessments need to be undertaken by a panel of assessors managed directly by the agency. The panel size and spread should be regularly reviewed by the agency to ensure that it provides sufficient coverage by area and impairment. The panel should also have a spread of age, gender and ethnicity where possible.

Assessors can choose to be either accompanied by a carer/companion or unaccompanied, depending on personal needs on the day. In practice, less than one third of shifts are currently accompanied by a carer/companion.

## 4.2 Sample

The table below outlines sample size by each of the modes:

Mode	Current Annual sample size
London Buses	1800
Taxi/PHV	620
Inter-modal interchanges	725
London Underground	500
London Overground	160
Pre-journey information	1000
London Dial-a-Ride	280
London Tramlink	160

The surveys are conducted by assessors following pre-planned journey. Trips are linked to allow the assessor to complete the journey back to roughly where they started (with the exception of London Dial-a-Ride and London Tramlink). Note (as per section 3), we are considering the inclusion of London Tramlink and welcome your thoughts on how we can integrate this mode into the main journey plans.

## 4.3 Journey planning

Assessors make pre-defined journeys which allow them to make objective assessments. Each journey should be long enough to allow travellers to make assessments, but not too long, as this will make it difficult for assessors to complete the journey– on average, around 15-20 minutes per leg. In addition, for any new or re-developed journey plans the agency must ensure that trips for people who are blind or partially sighted must be described verbally or by another suitable format to give information in an appropriate manner.

All London Underground station groups (although not every station) should be surveyed every quarter (**Note:** This is the 'ideal' and may not always be possible when engineering works or closures impact on the journey plans).

Collection of pre journey information must now be built in to most journey plans. Appendix B provides further detail on journey planning development, sample and targets.

## 4.4 Questionnaires

Each modal survey currently requires a set of questions for each impairment group. For example wheelchair users have a separate section on the bus questionnaire asking about the boarding ramp while hearing impaired assessors will be asked about hearing loops. Examples of the current different questionnaires can be found in Appendix D.

However, please note the new draft questionnaires will contain only one questionnaire per mode (thereby covering each of the four impairment types).

The assessment questionnaire is designed to follow the chronological flow of a journey.

### 4.4.1 Questionnaire Style



The questionnaire has been designed to follow a logical sequence to allow easy completion in the order the journey is made. The questionnaire currently comprises several different types of assessment questions.

- Simple binary (yes/no) questions:

B11	Was the response clear and easy to understand?	
	No	Yes
	<input type="checkbox"/>	<input type="checkbox"/>

- Scaled questions:

B13	Please rate the politeness of the employee:	
Very rude, abusive or aggressive		<input type="checkbox"/>
Poor, short with me		<input type="checkbox"/>
Neutral, neither polite nor impolite		<input type="checkbox"/>
Good, polite		<input type="checkbox"/>
Excellent, very courteous		<input type="checkbox"/>

- Open ended or explanatory questions. These are used to obtain further detail (particularly as an explanation of a negative response). These are particularly important questions as they provide direct feedback of areas for improvement:

B14	Please comment if you scored 'Very rude, abusive or aggressive'

#### 4.4.2 Questionnaire Development

There are a number of potential new areas to add to the questionnaires during the contract period. For example, priority seating questions to understand the behaviour of LU customers in giving up priority seats. Please note, at this stage this is just an example and opportunities may change and develop with future business requirements.

#### 4.4.3 Questionnaire Changes

Agencies are required to present proposals and costings taking into account small changes (i.e. up to 10% per quarter) to each of the modal questionnaires, the journey planning and scenarios. This is likely to be due to a business requirement or where an improvement is identified in the programme.

We also plan to introduce a 'guest' question which will be the opportunity to rotate in and out a question each quarter; so please factor this into your costings.

#### **4.5 Data Capture**

50% of all data capture is currently electronic (through online data capture system after journey) and 50% (approximately) is paper based (i.e. hard copies of the questionnaire). For blind or partially sighted assessors large print or travel assistants/carers enable data capture.

TfL would be interested in suggestions and costings for improving the data capture method. For example the main bus mystery traveller survey conducted by non-disabled assessors is completed using electronic data capture via PDAs. TfL would be interested to understand whether this data capture method could be used on this programme and the associated costs.

#### **4.6 Parallel (or 'dummy') Run (optional)**

We would like you to consider the possibility (i.e. the option of) of a 'dummy' run with the existing supplier, who will continue to conduct fieldwork and produce the live data for the first three months of the contract for Bus services, Taxi & PHV and LU, to allow any new supplier to test that their systems, processes and procedures are fully in place. The scale of the dummy run must include one full wave (3 months) of data collection for each survey: from training and field allocation right through to full reporting.

Agencies should indicate the timing to complete the dummy run, assuming a start date of July 2015, and thus show when they would be ready to begin live data collection for each study (bearing in mind that some surveys could only change to a new supplier at quarter end dates).

This dummy run should be planned/costed for one quarter to overlap with the existing (incumbent) supplier to monitor the similarities/differences in scores and ensure that any differences can be reasonably explained.

#### **4.7 Boosting**

Boosting may be required to target particular service concerns. For example, for a topic such as a wheelchair user consistently not being able to access a particular bus route, additional assessments of this route may be required to identify any issues.

### **5. QUALITY ASSURANCE**

Guidelines on TfL's requirements for research quality are provided in the main tender brief. The quality of the research is essential. The MRS guidelines on mystery shopping act as the base acceptance level of the quality and quality checks for all the surveys. Rigorous quality assurance processes must be put in place at all stages of the programme to ensure that the results are valid, robust and an accurate record of what the assessors observed.

TfL is keen to work in partnership with the successful agency to further develop effective quality checks for this research programme.

The quality assurance processes should cover the three key stages of the monitoring programme:

- Planning and design
- Survey implementation
- Analysis and reporting

TfL requires that the agency provide a full, detailed spec for the Quality Assurance regime and this must be updated regularly, at minimum once a year. Additionally, Quality Assurance report must be provided each quarter.

### **5.1 Managing Assessor Variability**

The agency will be responsible for managing assessor variability. Assessor variability is an important aspect of the quality assurance process to ensure data consistency between assessors. It also allows the agency to identify any assessors who require re-briefing or re-training.

TfL would welcome suggestions as to how assessor variability should be monitored and analysed.

A quarterly report and face to face meeting is required on quality assurance and assessor variability included bi-annually to monitor progress and panel health.

### **5.2 Assessor Induction Training**

While all mystery travellers should be fully trained in mystery shopping techniques, TfL recognises the need for accessibility mystery travellers to have specific training in carrying out these mystery traveller surveys. TfL's research staff are keen to support this training, so a venue and limited facilities (for up to 20 people) can sometimes be provided at TfL's offices. Innovative solutions and ideas for training over and above the minimums below would be welcomed.

The following training is the minimum required by TfL:

- Initial two day training of mystery shoppers, including full introduction to assessment, questionnaire, briefing notes, live assessments in small groups, dummy assessments and health and safety requirements. Only if progress through training is satisfactory, are assessors allowed to work on live survey.
- All mystery travellers to be accompanied by a supervisor on the first two journeys after training, the first time with the supervisor in a training role, the second time with the supervisor assessing whether they are performing to the required standard to ensure an understanding of the survey requirements
- All mystery shoppers to be accompanied in the first three months of data collection;

Before undertaking any assessments each assessor should attend up to two day's training covering specific aspects of their work plus Health and Safety requirements. Before assessments made by newly trained assessors are included in the results from the programme, assessors must have gone through the above supervision process and achieved the required standards.

Note: Provision of other training services (in addition to the venue hire) such as a hearing loop or signers will be the responsibility of the successful agency.

### **5.3 Ongoing Training and Briefing**

Ongoing, a supervision process must be in place to closely monitor the performance of each assessor to ensure their competency and accuracy of their observations.

Assessor spot checking and/or accompaniment should be carried out to a pre-determined programme and set of priorities. The primary fieldwork checks are currently carried out by supervisors that carry out checks in the field on assessors. Agencies should outline how the performance of each assessor will be monitored to ensure their competency and accuracy of their observations.

Each assessor for each survey should be appraised in the field at least once each year. However, field quality assessments are currently not carried out on London Dial-a-Ride assessments. TfL would welcome suggestions on how field quality can be checked in future for this survey.

As a minimum, there should be bi-annual “refresher” briefings to ensure consistency across assessors, and to give assessors the opportunity to raise issues within their peer groups. The aims of the briefings are as follows:

- to reiterate the fundamental processes to all assessors;
- to discuss / explain changes, e.g. new measures;
- to clarify / raise issues of concern – from both sides;
- to get feedback on the questionnaire.

Proposals must outline the scope and planned format of these sessions.

#### **5.4 Assessor Recruitment and Turn-Over**

Proposals should state how many assessors will form part of the programme team. The targets for each impairment type are given below to allow for contingencies (e.g. sickness, holidays) and to ensure the quarterly fieldwork targets can be met while remaining within the TfL Quality Assurance targets:

<b>AMTS Panel Size</b>	<b>Assessor numbers</b>	<b>Assessor thresholds*</b>
Visual	15	12
Mobility	15	12
Hearing	15	12
Wheelchair	15	12
<b>Totals</b>	<b>60</b>	<b>48</b>

\*The assessor threshold - below which the supplier should be actively recruiting.

Achievement against targets should be reported quarterly and will form the basis of the QA/assessor variability discussions (also to be held quarterly/bi-annually respectively).

The mystery travellers should (where possible) represent a broad range of the modes' customers by age, gender, ethnicity and geographical area. Continuity of assessors used from wave to wave is very important to maintain consistency of results and agencies should specify how they will ensure continuity and what standards will be set.

There are, however, advantages and disadvantages to keeping the same panel of assessors over time. TfL wish to avoid over familiarisation but are aware that it is not sensible to take a good assessor off a project just because they have worked on it for a long time. Agencies are requested to provide details of the approach they would take to avoid over familiarisation.

Proposals should also include details of the proportion of assessments that each assessor will be carrying out. TfL require that no assessor contributes to more than 10% of the total number of assessments for a survey.

## **6. ANALYSIS & REPORTING**

### **6.1 Quarterly Reports**

Network level reports for each mode are required at the end of each quarter to inform TfL of increases and decreases in performance in total and by each impairment group (see appendix C for examples). We would like the data on a discrete quarterly and a rolling annual basis across the key measures (i.e. reporting annual data on the preceding four quarters). These reports should all include a summary that provides details of key trends and insights from the quarter's results, including qualitative analysis of verbatim comments. The reporting should include thoughtful interpretation in terms of barriers to use and improvements required. A historical data sheet should be included in each quarterly modal report in the appendix and in the summary report including all measures for that mode going back by quarter at least 3 years. A 'Hot topic' may be required by mode each quarter for a topic or area of focus/insight identified from the previous quarter. Please allow for at least 1 hot topic across all modes each quarter in your costings.

**Note:** All quarterly reporting must be delivered & signed off by TfL within 8 weeks of the fieldwork end date for the quarter (a Customer Research & Insight KPI).

### **6.2 Annual Modal Report**

Please provide costs for an annual modal report, consisting of a maximum 10 slides per mode, giving an annual summary of the key insights for that mode and including the data tables in the back. Key strengths and areas for improvement should be summarised in the report by mode over the year

### **6.3 Online Reporting**

Historically all reports have been produced in PowerPoint/PDF. A review recommendation was to move to more insightful/concise reporting. TfL is keen to explore the option to move all the modal reporting to an online format. Agencies should describe their experience in online reporting and provide examples of how this could be achieved. Costings for both online and traditional (Excel or PowerPoint) reporting should be included (**Note:** separate Commercial Evaluation Excel sheets are provided for costs)

For some modes it may be necessary for an interim period to provide reports both online and in Excel/PowerPoint.

### **6.4 Data Analysis**

Agencies will need to be able to provide the data in Excel on a quarterly & rolling annual basis by mode and impairment type (including all base sizes).

### **6.5 Verbatims**

Verbatims should be provided in Excel for each mode (uncoded) and by impairment type (where feasible).

## **6.6 RIs/CIs**

Where an assessment item is either safety critical or significantly below the optimal standard or level it is notifiable as a Reportable Incident (an RI), Where an assessment item is considerably above and beyond the optimal standard or level it is notifiable and a Commendable Incident (a CI).

Both RIs and CIs should be reported in real time/soon after the assessment taking place (certainly with 72 hours). They are currently only included in the Bus AMTS survey however, should be extended across all modes going forwards. Therefore, please consider this in your approach and costings.

## **6.7 Report Timings**

Reports need to be produced promptly after each quarter end in Excel or PowerPoint/PDF. The required reports are:

- Quarterly reports
- Annual Modal reports
- Quality Assurance reports

## **7. AGENCY PERSONNEL**

Details of the personnel who would be working on the project should be provided in the Proposal. For all senior staff (both from the research agency and any sub-contracted agency) who it is proposed will be working on the design and management of this study, details of their seniority, experience, responsibility and roles in managing the study should be included in the proposal.

The Contract Manager must be able to fulfil the following requirements:

- Introduce processes that ensure all jobs are managed seamlessly with accurate updates being provided at timely intervals
- Be the central point of contact
- Ensure quality control, including delivering on time and problem solving.
- Manage communications across internal agency teams, ensure that new agency staff are briefed about TfL's business and aims
- Ensure good communications between the agency and the TfL contact points.
- Ensure the Project Team are fully aware of the latest E&I Guidelines.

Proposals should clearly state:

- who will be working on the research programme and in what capacity
- their relevant experience in mystery shopping, working and managing disabled people and, where appropriate, account management.
- how much time each person is scheduled to work on the TfL account per month.
- Communications processes across the agency teams and with TfL

## **8. COSTS AND PROCUREMENT**

### **8.1 Costs**

Agencies should provide costs using TfL 90865\_ITT\_Task F\_AMTS\_Vol\_1\_Annex\_2\_Commercial outlining the yearly costs for conducting the AMTS survey as outlined in this brief.

Agencies are required to submit costs as specified above to allow comparisons to be made between the various research suppliers.

Please describe any underlying assumptions, e.g. level of quality control, level of assessor training, number of assessors, data processing and checks, analysis and reporting. Where assessments are to be carried out on-board a mode the interviewer must be in possession of a valid passenger ticket for the journey that they make. The costs of these tickets should be included in the fieldwork costs.

Setup costs for the first year survey and optional costs should be provided as indicated in the Commercial Evaluation sheet..

### **8.1.1 Optional Costs**

Agencies should provide separate costs for these options that TfL are considering and will not necessarily commission:

- PDA data capture (as per section 4.5)
- Parallel run (as per section 4.6)
- Online portal access for reporting/data (as per section 6.3)
- Monitoring the usability/accessibility of the TfL website for disabled people (now the new website is live)
- Video clips/vox pops to help bring the journeys to life.

### **8.1.2 London Living Wage**

All assessors on the AMTS panel should be on the London Living Wage (as a minimum requirement).

Full details of the specification and appendices are attached below:



TfL 90865\_Task  
F\_ITT\_Volume 2\_AM190865\_ITT\_Volume\_1



TfL



Appendix A - Survey  
requirements.docx



Appendix B - Sample  
requirements.docx



Appendix C -  
Reporting Examples.z



Appendix D - Current  
Questionnaires.zip

**GfK's Technical Proposal submitted 31/03/2015:**



**1. Timetable**

Commencement date: 01/07/2015

Call-Off Term: 3 years plus one (1) year option to extend – (3+1):

Year 1: 01/07/2015 – 30/06/2016

Year 2 01/07/2016 – 30/06/2017

Year 3: 01/07/2017 – 30/06/2018

Year 4: 01/07/2018 – 30/06/2019

**2. Liquidated Damages**

N/A

**3. Expenses**

N/A

- 4. Address where invoices shall be sent:** Transport for London  
Accounts Payable  
PO Box 45276  
London  
SE10 1AJ

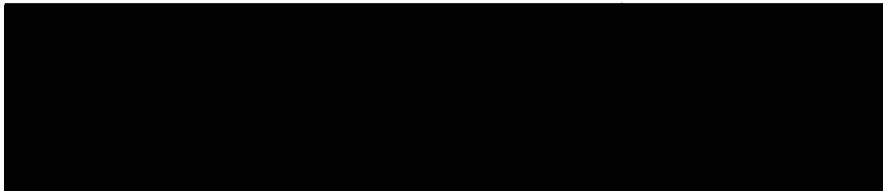
**5. Authority Call-Off Co-ordinator**

Name:

Address:

Phone:

Email:



**6. Availability of Key Personnel**

N/A

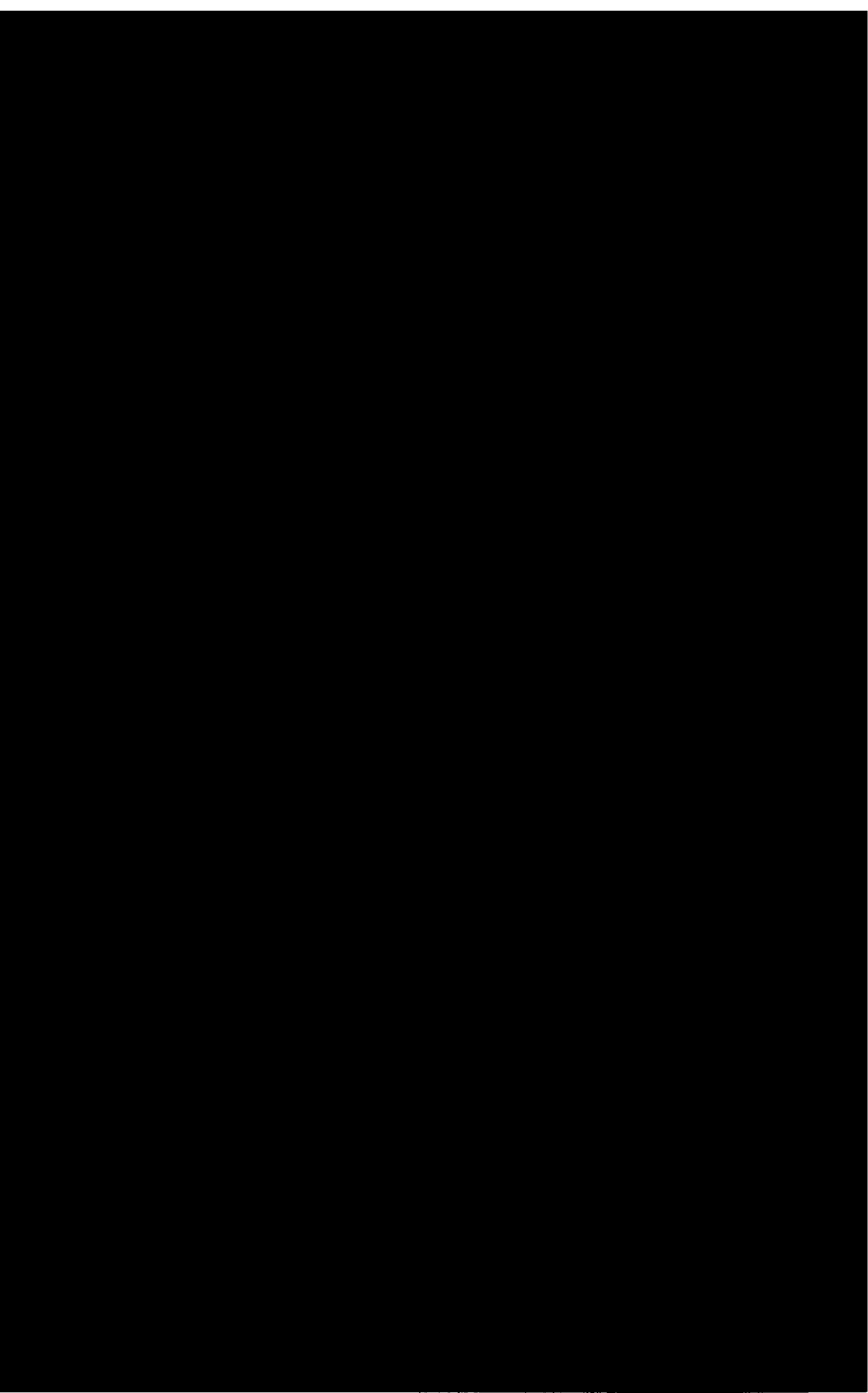
**7. Other information or conditions**

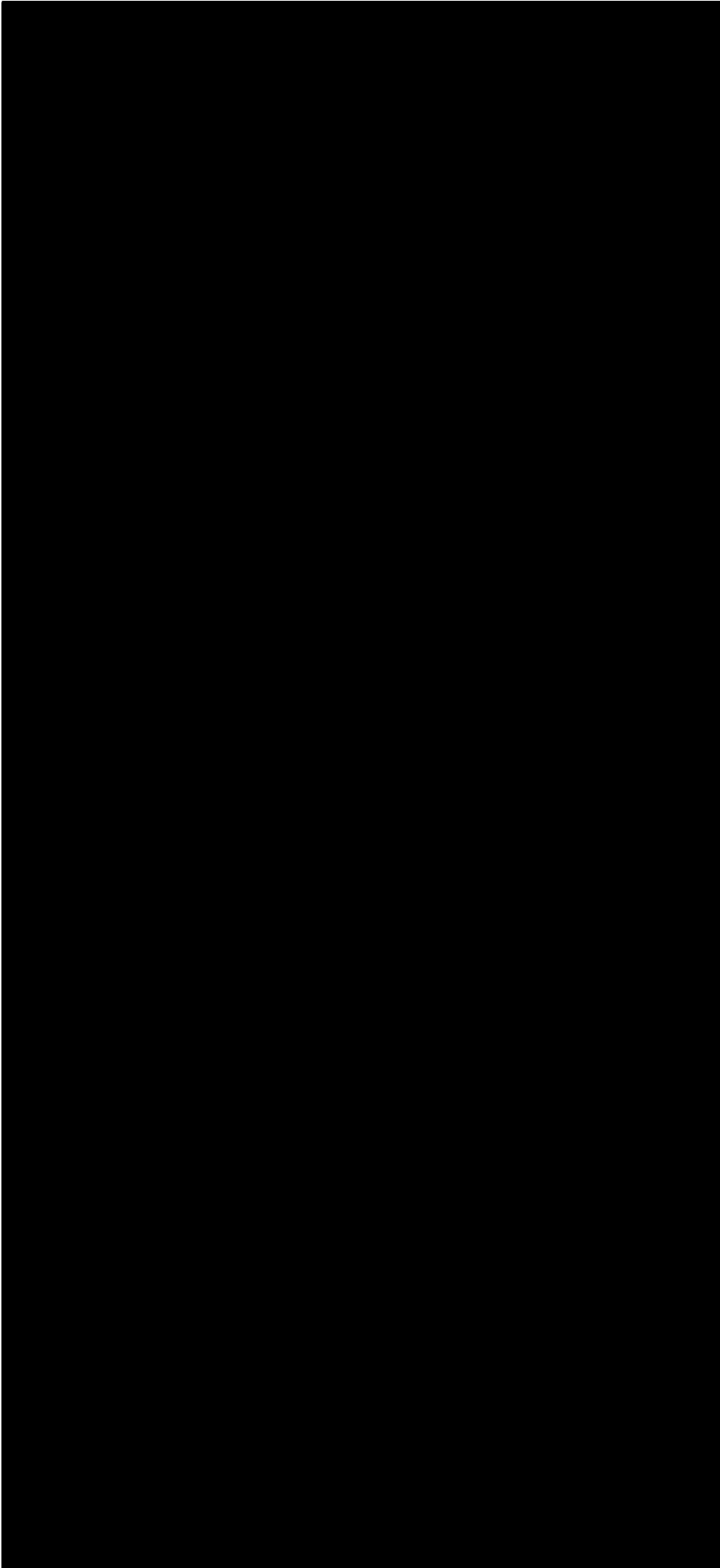
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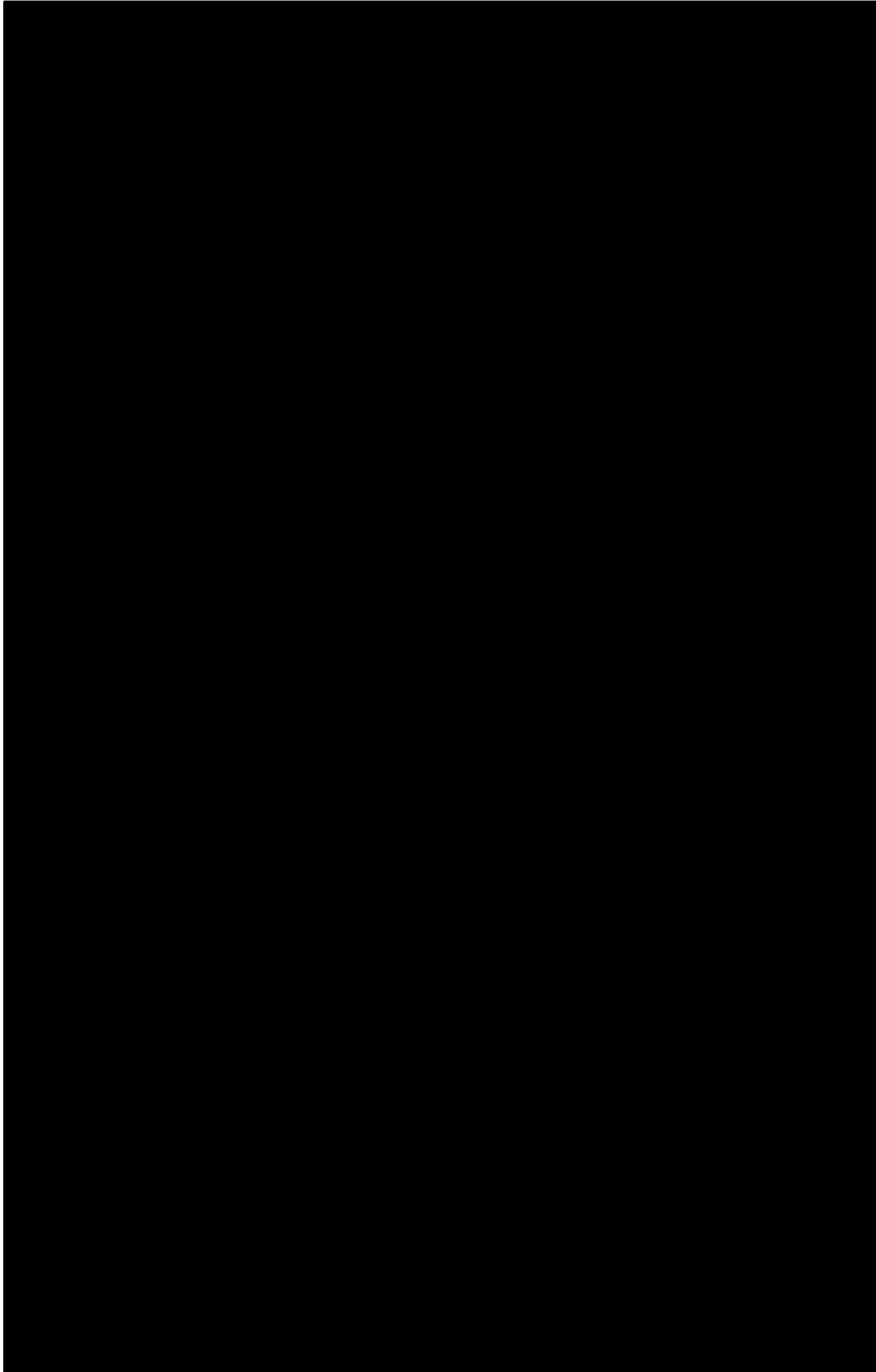


## Attachment 2

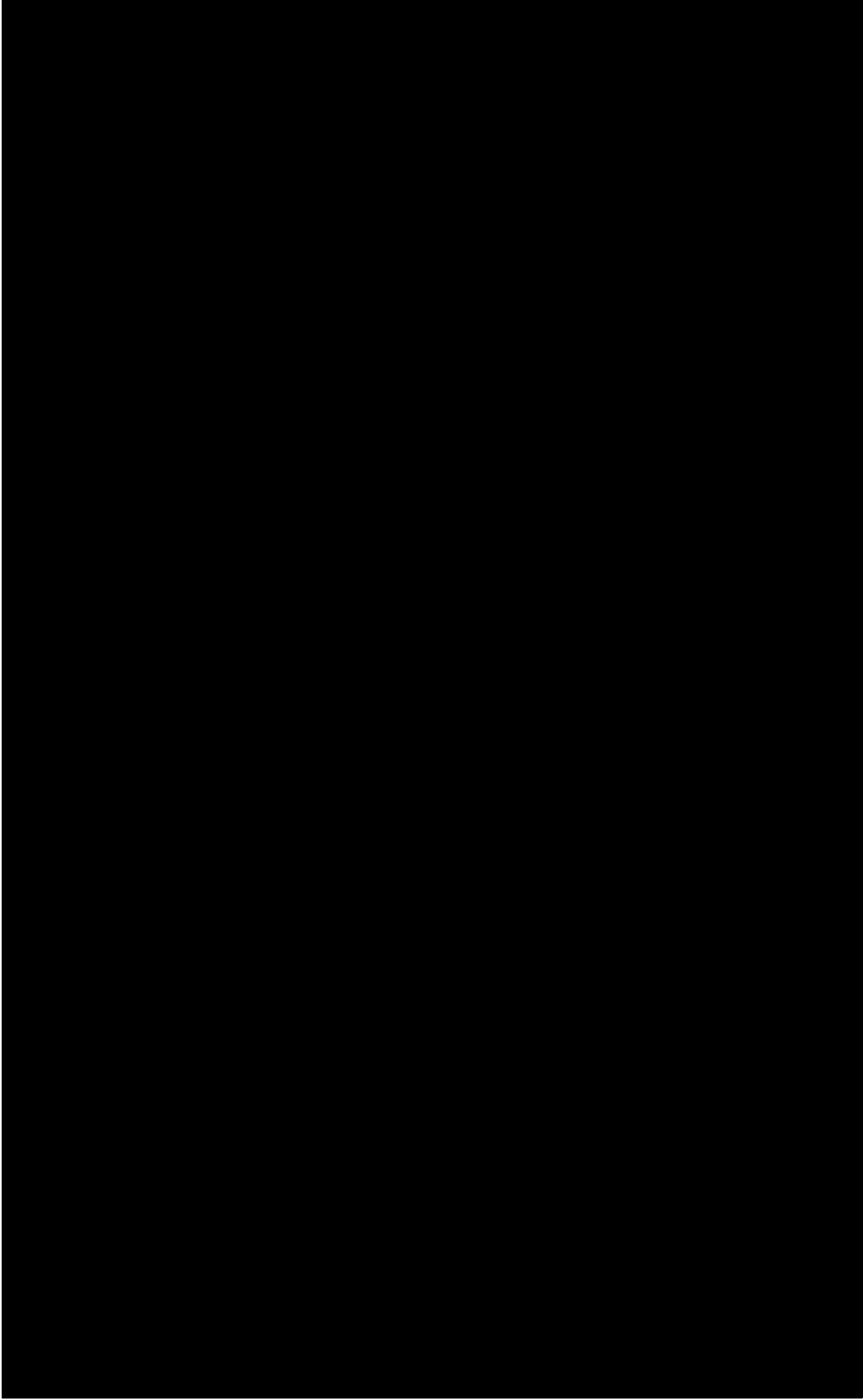
### 1. Charges





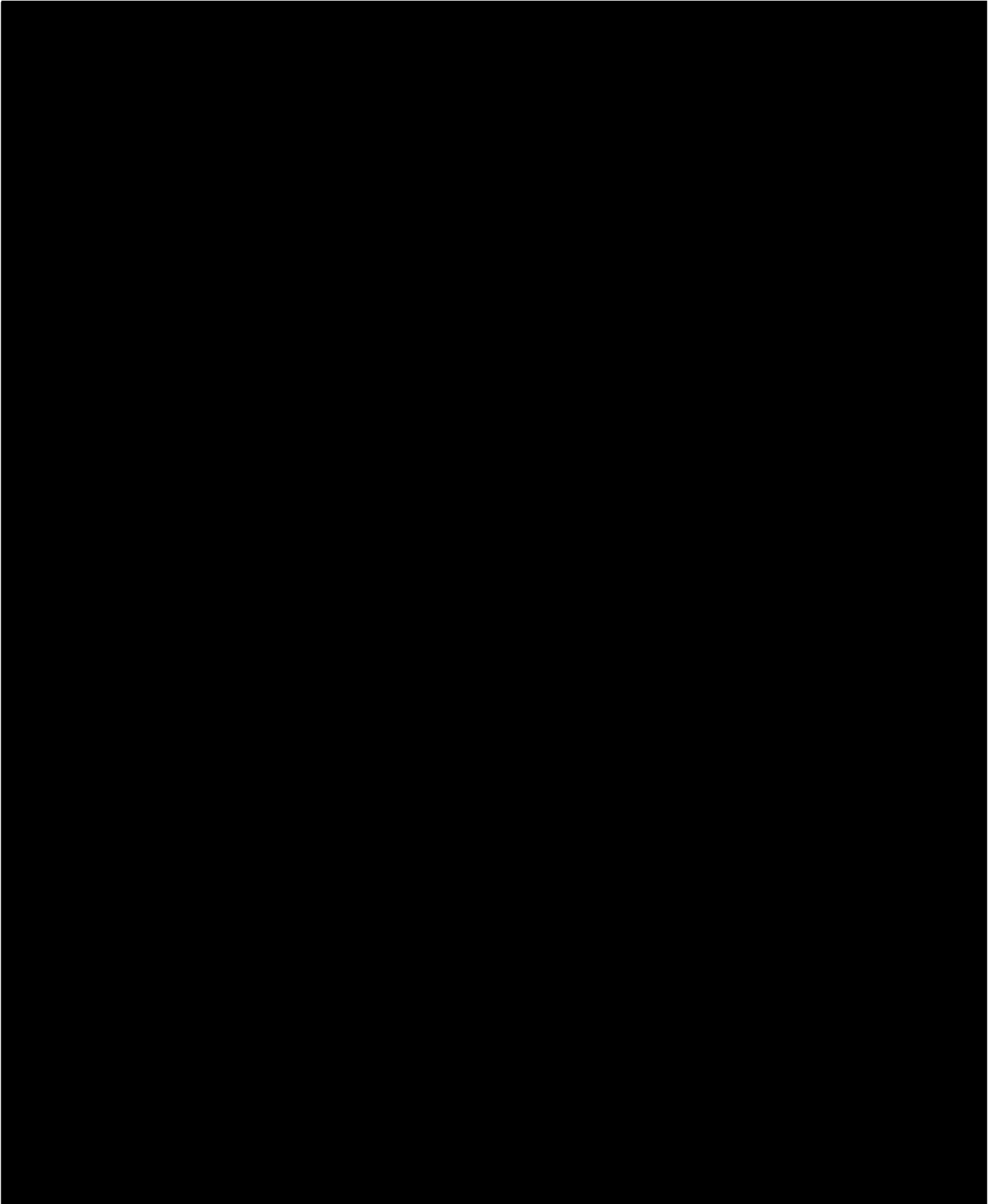


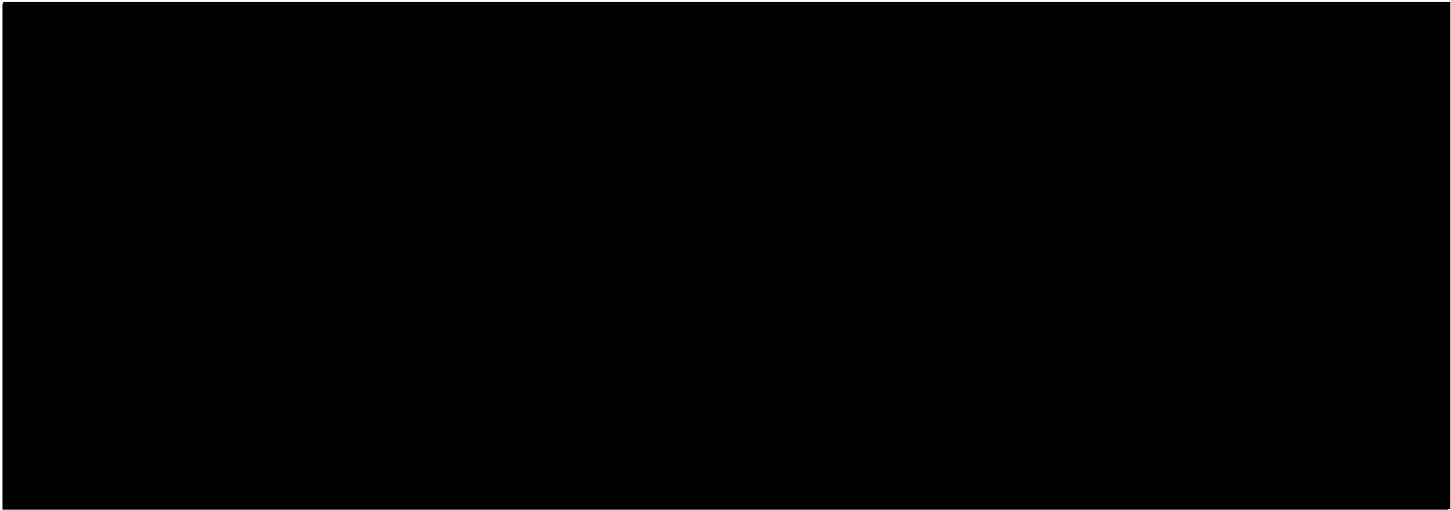




## **2. Key Personnel**

The Service Provider's Key Personnel:





## Attachment 3

### Special Conditions for Call-Off

#### INDEMNITY

- 20.1 Subject to the exclusions in clause 1.2, the Service Provider is responsible for and indemnifies TfL, its employees and agents against any expense, liability, loss, claim or proceedings whatsoever ("losses") in respect of the death of, or injury to, any person, loss of, or damage to, property (including property belonging to TfL or for which it is responsible) and in respect of any other losses which may arise out of or in the course of or by reason of any breach of contract, tort, breach of statutory duty, misrepresentation, misstatement, act, omission or default of the Service Provider, its employees or agents in the Service Provider's performance, non-performance or part-performance of the Contract.
- 20.2 The Service Provider is not responsible for and does not indemnify TfL for:
- 20.2.1 losses to the extent that such losses are caused by negligence of TfL, its employees or agents; or
  - 20.2.2 the recovery of losses which are not reasonably foreseeable or in the contemplation of the Parties except to the extent that recovery of such losses is expressly provided for elsewhere in the Contract or may be incurred by TfL as a result of its liability to a third party.
- 1.3 Subject to Clause 1.2 the Service Provider's total liability in the aggregate howsoever arising whether in contract tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Services and/or the performance or contemplated performance of the Contract shall be limited to a total sum not exceeding the Charges of £1,500,000, except for matter where liability can not be capped by law and except that whenever such costs, expenses, losses or damages are recoverable under the insurance policies provided pursuant to clause 21 [Customer Research and Insight Services Framework Agreement (TfL 90865)] then the Service Provider's liability shall be increased to the full insured amount.

#### INSURANCE

- 2.1 Without prejudice to its liability to indemnify TfL under clause 1.1 or any other provision of the Contract, the Service Provider must arrange and maintain throughout the duration of the Contract (or any other period stated):
- 2.1.1 Employer's liability insurance in the sum of not less than £5 million per incident or as required by Law;
  - 2.1.2 Public liability insurance in the sum of not less than £5 million per occurrence;
  - 2.1.3 Professional indemnity insurance in the sum of not less than £1 million per occurrence and in the aggregate per annum for the duration of the Contract and for a period of 6 years after the end of the Contract;

With an insurer or insurers authorised to underwrite such risks in the United Kingdom ("the insurances") and on terms approved by TfL.



- 2.2 Where the insurances contain a care, custody or control exclusion, the relevant policy must be endorsed so as to delete the exclusion in respect of any premises (including contents) owned or occupied by TfL where the Service Provider is performing the Services.
- 2.3 The Service Provider must ensure that the insurances cover the Service Provider's legal liability (including liability assumed under the Contract) which may arise out of or in the course of or by reason of the Service Provider's performance, non-performance or part-performance of the Contract and extend to indemnify TfL as principal.
- 2.4 The Service Provider must provide evidence satisfactory to TfL prior to the commencement of the Contract and at each anniversary that the insurances have been affected and are in force.
- 2.5 The Service Provider must comply with the terms and conditions of the insurances and all reasonable requirements of the insurers, including (without limitation), in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Service Provider must bear the cost of all exclusions and limitations under the insurances.
- 2.6 In relation to all the insurances except that required under clause 2.1.1, the Service Provider agrees that TfL has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Contract.