

Contract Reference

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Date: 26 August 2022

Contract for Speed Awareness Training between

Transport for London

and

TTC 2000 Limited

Version: Generic April 2020

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BETWEEN:

- (1) **Transport for London** a statutory corporation whose principal place of business is at 5 Endeavour Square, E20 1JN ("the Authority"); and
- (2) TTC 2000 Limited, a company registered in England and Wales (Company Registration Number 08446911) whose registered office is at Hadley Park East, Telford, Shropshire, TF1 6QJ ("the Service Provider").

RECITALS:

- A. Under the "National Driver Offender Retraining Scheme" for drivers who have committed a speed or red light offence and following a police intervention are offered the opportunity to attend a course as an alternative to their offence being dealt with through the criminal justice system. This contract is for the provision of those courses.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

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

"Affected Party" has the meaning given to it in Clause 27.3;

"Agency Sums" such sums as may be collected by the

Service Provider as the Authority's agent

pursuant to Clause 4.1;

"Authority Assets" means any assets (whether tangible or

intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of

the Authority Group;

"Authority Group"

shall mean where the Authority is:

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

"Authority Premises"

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

"Business Day"

any day excluding Saturdays, Sundays or public or bank holidays in England;

"Cessation Plan"

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

"Charges"

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

accordance with Clause 26.6 or Clause 31;

"Confidential Information"

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

"Contract"

this contract, including the Schedules and all other documents referred to in this contract;

"Contract Commencement Date"

the date for commencement of the Contract specified in Schedule 1;

"Contract Information"

(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

"Contract Manager"

the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

"Data Protection Legislation"

means:

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act

2018;

- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

"Declaration of Ineffectiveness"

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

"Electronic Invoicing Platform"

the Authority's invoicing platform for the submission and receipt of electronic invoices;

"Electronic Procure-to-Pay (eP2P) Vendor Handbook"

the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link-

https://tfl.gov.uk/corporate/publications-andreports/procurement-information#on-this-page-5;

"Force Majeure Event"

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

"Holding Company"

any company which from time to time directly or indirectly controls the Service

Provider as set out by section 1159 of the Companies Act 2006;

"Insolvency Event"

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its windingup (except for the purposes of a voluntary amalgamation, reconstruction or other reorganisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

"Intellectual Property Rights"

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any

other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

"Key Personnel"

the Service Provider's key personnel named in Schedule 1:

"Losses"

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

"Milestone"

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

"NDORS"

the National Driver Offender Retraining Scheme, a scheme which, at the discretion of the police, offers motorists who have committed a minor offence to have education with the aim of improving their knowledge and behaviour whilst on the road:

"Parties"

the Authority and the Service Provider (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;

"PDF Invoices"

invoices in PDF (portable document format) format;

"Personal Data"

has the meaning given to it in the Data Protection Legislation;

"Processing"

has the meaning given to it in the Data Protection Legislation;

"Procurement Manager"

the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by

the Authority;

"Project Plan"

the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;

"Public Procurement Termination Event"

has the meaning given to it in Clause 29.7;

"Public Procurement Termination Grounds"

any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;

"Service Commencement Date"

the date for commencement of the Services set out in Schedule 1;

"Service Provider Equipment"

the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;

"Service Provider's Personnel"

all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;

"Services"

- (a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

"Specification" the specification and other requirements set

out in Schedule 3;

"Supply Chain Finance has the meaning given to it in paragraph 1

Option" of Part B of Schedule 6;

"Term" the period during which the Contract

continues in force as provided in Clause 2

and Schedule 1;

"**TfL**" Transport for London, a statutory

corporation established under the Greater

London Authority Act 1999;

"Transparency means the Authority's commitment to Commitment" publish its contracts, tender documents and

publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority's own

published transparency commitments;

"UKROEd" means UK Road Offender Education or

such other governing body as may replace

UKROEd from time to time;

"VAT" means value added tax as provided for in

the Value Added Tax Act 1994 and any tax

replacing the same or of a similar nature.

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

- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. The Services

- 3.1 The Service Provider:
 - 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
 - 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract:
 - 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:

- 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
- 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

3A Agency Arrangements

- 3A.1 The Authority hereby appoints the Service Provider as its agent to:
 - 3A.1.1 form contracts (in the agreed form set out in Schedule 9 to this Contract or in such other form as may be agreed between the Authority and the Service Provider from time to time in writing) between the Authority and course attendees for the delivery of the relevant training course by the Authority to such course attendee; and

- 3A.1.2 collect payments due from course attendees to the Authority in respect of the provision of any training course by the Authority to the course attendees; and
- 3A.1.3 deliver all training courses to the course attendees on behalf of the Authority; and
- 3A.1.4 pay to NDORS the NDORS funds; and
- 3A.1.5 collect the NDORS funds owing to TfL; and
- 3A.1.6 pay to UKROEd the UKROEd funds.

on the terms of this Contract and the Service Provider hereby accepts the appointment on those terms. The Service Provider acknowledges that the scope of its agency appointment is limited to Clauses 3A.1.1 – 3A.1.6 above.

3A.2 The Authority shall not, without the Service Provider's consent and, subject to the following, make any offer to provide any training course to any person, and shall refer all such requirements for a training course to the Service Provider.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

5.1 The Service Provider shall invoice the Authority in respect of the Charges on the first Business Day of the following 4-weekly period and shall not make any separate charge for submitting any invoice. The Service Provider shall provide a breakdown of course volumes during the previous 4-weekly period with each invoice.

- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Service Provider shall pay TfL the Agency Sums at the same time as it invoices TfL. The payment of the Agency Sums will also be accompanied by a document setting out the number of course attendees, sums received from the course attendees and payments received from NDORS.
- 5.5 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
 - 5.5.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.5.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

- 5.6 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
 - 5.6.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any

rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

- 5.6.2 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 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.7 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.8 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

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

6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
- 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
- 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract:

- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
- 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. **Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
 - 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

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

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under

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

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider:
 - 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
 - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
 - 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
 - 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract.

to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

- 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
- 9.2.7.3 entitling the Service Provider or (in respect of a subcontract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
- 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.
- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:
 - 9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and
 - 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.
- 9.4 Upon the occurrence of any of the events referred to at Clauses 9.3.1 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
 - 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine:
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1:
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;

- 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
- 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:
 - 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
 - 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the

- Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. 12.1.5 as are relevant to the Contract and the Service Provider's activities;
 - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. 12.1.5;

- on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

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

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any

noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

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

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

> an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience

from a cyclist's perspective), which is required to be completed at least once every 5 years;

"Car-derived Van" a vehicle based on a car, but with an interior

> that has been altered for the purpose of carrying larger amounts of goods and/or

equipment;

"Category N2 HGV" a vehicle designed and constructed for the

> carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000

kilograms;

"Category N3 HGV" a vehicle designed and constructed for the

carriage of goods and having a MAM

exceeding 12,000 kilograms;

"CLOCS Standard" the Construction Logistics and Community

Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of

operations, vehicles, drivers and

construction sites; further information can

be found at: www.clocs.org.uk;

"Collision Report"

a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities:

"Delivery and Servicing Vehicle"

a HGV, a Van or a Car-derived Van;

"Driver"

any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;

"DVLA"

Driver and Vehicle Licensing Agency;

"Direct Vision Standard" or "DVS"

Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be

found at: www.tfl.gov.uk;

"FORS"

the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered

two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic

performance;

"FORS Standard"

the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

"Gold Accreditation"

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

www.fors-online.org.uk;

"HGV"

a vehicle with a MAM exceeding 3,500

kilograms;

"MAM"

the maximum authorised mass of a vehicle or trailer including the maximum load that

can be carried safely while used on the

road;

"Silver Accreditation" the minimum level of accreditation within

the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at:

www.fors-online.org.uk;

"Van" a vehicle with a MAM not exceeding 3,500

kilograms; and

"WRRR Self-Certification has the meaning given to it in Clause 12.10.

Report"

Fleet Operator Recognition Scheme Accreditation

- 12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:
 - 12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the "Alternative Scheme"); and
 - 12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

12.5 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 12.6 Where applicable, for works contracts exceeding a value of £1m:
 - 12.6.1 the Service Provider shall comply with the CLOCS Standard; and
 - 12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

- 12.6.2.1 the Services are being delivered; or
- 12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

- 12.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:
 - 12.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and
 - 12.7.2 the Service Provider shall ensure that:
 - 12.7.2.1 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - 12.7.2.2 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Contract.

Collision Reporting

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Contract, the Service Provider shall within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7,

12.8 and 12.9 (as applicable) of this Contract (the "WRRR Self-Certification Report"). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Carderived Vans to provide the Services shall comply with the corresponding provisions of this Contract:
 - 12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and
 - 12.11.2 for Category N2 HGVs Clause 12.5; and
 - 12.11.3 for Category N3 HGVs Clauses 12.5, and, where applicable 12.6, 12.7;

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

Failure to Comply

- 12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;
 - 12.12.1 the Service Provider has committed a material breach of this Contract; and
 - 12.12.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

13. **London Living Wage**

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

"CCSL" the Centre for Civil Society Limited or any

relevant replacement organisation as notified by the Authority from time to time;

"London Living Wage" the London rate for the basic hourly wage

as updated and published annually by the

CCSL (or any relevant replacement organisation) on its website

(www.livingwage.org.uk);

- 13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority's estate in the circumstances set out in Clause 13.3.1.
- 13.2 Without prejudice to any other provision of this Contract, the Service Provider shall:
 - 13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:
 - 13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - 13.2.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,
 - 13.2.1.3 be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
 - 13.2.2 ensure that none of:
 - 13.2.2.1 its employees; nor
 - 13.2.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

- 13.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):
 - 13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

- 13.2.3.2 reasonable evidence that Clause 13 has been implemented;
- 13.2.4 disseminate on behalf of the Authority to:
 - 13.2.4.1 its employees; and
 - 13.2.4.2 the employees of its Sub-contractors,
 - 13.2.4.3 engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
- 13.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - 13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;
 - 13.2.5.2 procuring that the Service Provider's Subcontractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

- 13.3 For the avoidance of doubt the Service Provider shall:
 - 13.3.1 implement the annual increase in the rate of the London Living Wage; and
 - 13.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,
 - on or before 1 April in the year following the publication of the increased rate of the London Living Wage.
- 13.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.
- 13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service

Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. Corrupt Gifts and Payment of Commission

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

15. **Equipment**

15.1 Risk in:

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

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

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

16. Quality and Best Value

- 16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.
- 16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. Records, Audit and Inspection

- 17.1 The Service Provider shall, and shall procure that its sub-contractors shall:
 - 17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("Records"); and
 - 17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("Retention Period").
- 17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

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

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("the Indemnified Party") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty,

- misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).
- 19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or subcontractors.

20. Insurance

- 20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim in respect of Clauses 20.1.1 and 20.1.2 and not less than £10 million in respect of Clause 20.1.3 (in terms approved by the Authority) in respect of the following to cover the Services (the "Insurances") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:
 - 20.1.1 public liability to cover injury and loss to third parties;
 - 20.1.2 product liability; and
 - 20.1.3 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 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 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alterative Insurances with an insurer or insurers acceptable to the Authority.

21. The Authority's Data

- 21.1 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.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. Intellectual Property Rights

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "Products") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. Privacy, Data Protection and Cyber Security

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

24.1 Subject to Clause 25, the Service Provider will keep confidential:

- 24.1.1 the terms of this Contract; and
- 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
 - 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
 - 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.
- 25. Freedom of Information and Transparency
- 25.1 For the purposes of this Clause 25:
 - 25.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or reenactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food

- and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 25.1.2 "Information" means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 25.1.3 "Information Access Request" means a request for any Information under the FOI Legislation.
- 25.2 The Service Provider acknowledges that the Authority:
 - 25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - 25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
 - 25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
 - 25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, 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.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("Senior Personnel") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("Notice") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 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.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, 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.
- 26.6 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.
- 26.7 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 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 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 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
 - 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 27.1.2 the Service Provider is subject to an Insolvency Event;
 - 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10:
 - 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
 - 27.1.8 the Service Provider allocates a trainer to conduct a course who does not hold the relevant provisional or full UKROEd Trainer Licence to conduct such course; or

- 27.1.9 the Service Provider allocates a trainer to conduct a course who holds a provisional UKROEd Trainer Licence for a period greater than twelve calendar months from the Contract Commencement Date; or
- 27.1.10 the Service Provider does not hold the relevant provisional or full UKROEd Provider Licence to conduct such activities; or
- 27.1.11 the Service Provider has held a provisional UKROEd Provider Licence for a period greater than twelve calendar months from the Contract Commencement Date.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("the Affected Party"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("Innocent Party") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.

- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("Change Date") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. Consequences of Termination or Expiry

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):
 - 28.3.1 the Service Provider shall, at no further cost to the Authority:
 - 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
 - 28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
 - 28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by

the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. Declaration of Ineffectiveness and Public Procurement Termination Event

- 29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.
- 29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - 29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - 29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities.

- in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.
- 29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
- 29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "Public Procurement Termination Event"), the Authority shall promptly notify the Service Provider and the Parties agree that:
 - 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
 - if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the

absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities.

in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
- 29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. Rights of Third Parties

31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend

that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. Contract Variation and Charge Change

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to any change in any law or governing conditions which impact on the pricing of the Services, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) 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 Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

- 32.1 The Charges at the date of this Contract are the prices set out in Schedule 4. Except as expressly provided in this Contract, no variations shall be made to the Charges during the Term.
- 32.2 On the second anniversary of the Contract Commencement Date, the Parties may agree to adjust the Charges to reflect shifts in delivery model volumes if, when using the Service Commencement Date as the baseline, the anticipated delivery model volumes as detailed in the Specification have increased or decreased by more than 15%. Pending determination of a proposed adjustment to the Charges, the Charges then in force shall continue to apply.

33. **Novation**

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

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

35. Illegality and Severability

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

36. Notices

With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices 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, two (2) Business Days after being posted or in the case of Airmail 14 Business Days 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 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the

provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

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

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

39. Relationship of the Parties

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

40. Further Assurance

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

41. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above. Signed by for and on behalf of the Authority Signed by for and on behalf of the Service Provider

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: tfl scp 25207
- 2. Name of Service Provider: TTC 2000 Limited
- 3. Commencement:
 - (a) Contract Commencement Date: 26 August 2022
 - (b) Service Commencement Date: 1 October 2022
- 4. **Duration/Expiry Date:**

The initial term of the contract will be three (3) years with an option, exercisable at the Authority's sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two (2) years.

5. Payment (see Clauses 5.1 and 5.4):

Clause 5.1

The payment period shall be 4-weekly

Clause 5.4

Payment must be made within 30 days of receipt of invoices.

- 6. Address where PDF Invoices shall be sent: invoices@tfl.gov.uk
- 7. Time for payment where not 30 days (see Clause 5.4):
- 8. Details of the Authority's Contract Manager



9. Details of the Authority's Procurement Manager





10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility

11. Notice period in accordance with Clause 27.4 (termination without cause):

90 days unless an alternative is listed here

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

For the Authority:



- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: $\mbox{N/A}$
- 14. Training to be provided by the Service Provider in accordance with Clause 9.8: training on use of online management portal.

A1 PRIVACY AND DATA PROTECTION

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Authority Personal Data"

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

"Data Controller"

has the meaning given to it in Data Protection Legislation;

"Data Processor"

has the meaning given to it in Data Protection Legislation;

"Data Protection Assessment"

Impact an assessment by the Data Controller of the impact of the envisaged Processing on the

protection of Personal Data;

"Data Protection Legislation"

means:

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018:
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003:

"Data Subject"

has the meaning given to it in Data

Protection Legislation;

"Personal Data"

has the meaning given to it in Data

Protection Legislation;

"Processing" has the meaning given to it in Data

Protection Legislation and "Process" and "Processed" will be construed accordingly;

"Restricted Countries" any country outside the European Economic

Area other than the UK following withdrawal

from the European Union;

"Sensitive Personal Data" sensitive or special categories of Personal

Data (as defined in Data Protection Legislation) which is Processed pursuant to

or in connection with this Contract; and

"Subject Request" a request made by or on behalf of a Data

Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision

making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor provided that the Service Provider may be required to collect, acquire and process Personal Data of any Data Subject who is a course attendee or potential course attendee in order to facilitate the provision of the courses, which Personal Data may include (but is not limited to) Sensitive Personal Data, including data related to health. For such Personal Data so collected, acquired and processed the Service Provider will be a Data Controller.

- A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
 - A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

Members of the public who are eligible to undertake a National Speed Awareness Course.

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- Name of course attendee
- Address of course attendee
- Telephone / Mobile Phone number of course attendee
- Email address of course attendee
- Month and Year of Birth of course attendee
- Driver Number / Driving licence number of the course attendee
- Unique identifiers of the course attendee including, but not limited to, the (Police) Reference Number, OffenceID and AttendanceID
- Offence details of the course attendee including Police Force,
 Offence Date, and (Course Offer) Expiry Date
- Personal Course arrangements (including, but not limited to, use of interpreters, educational aides or other special requirements.)
- Payment card information

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

The Course Provider will process the above types of personal data for the purpose of confirming whether a Course Attendee is eligible to attend an NDORS Course, and recording that a Course Attendee has attended and completed an NDORS Course. This will include the following;

- Registering the Course Attendee's acceptance of an NDORS Course. Offer and recording their information directly into the DORS+ system.
- Recording that a Course Attendee has booked an NDORS Course.
- Recording the attendance outcome for that Course Attendee.
- Contacting the Course Attendee by post, telephone, SMS or email solely in relation to their booked NDORS Course.
- Processing payments and refunds in relation to the Course Attendee's booked Course.

A1.2.4 Not used

- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:

 The Processing is necessary to ensure that the Supplier can effectively deliver the Contract to provide National Speed Awareness Courses.
- A1.2.6 The duration of the Processing shall be:

For the duration of the contract and in accordance with the Authority's data retention periods.

A1.2.7 The nature of the Processing is:

The Course Provider will process the Authority Personal Data for the purpose of administrating, managing and delivering the National Speed Awareness Course. This will include:

- Hosting the Authority Personal Data on a dedicated client management system (Alaska)
- Communicating with the data subjects for the purpose of course booking.

- Recording the attendance outcome for Course Attendees.
- Processing payments and refunds in relation to the Course Attendee's booked Course.
- Disposing of Authority Personal Data in accordance with Authority's data retention periods.
- A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:
 - A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract:
 - A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and

- A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing

pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
- A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
- A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
 - A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms:
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;

- A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
- A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature:
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.

- A1.6 The Service Provider shall not, and shall procure that any subcontractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in:
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries:
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
 - A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
 - A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate

safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

- A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.
- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;
 - A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data:
 - A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
 - A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.

- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.



A2 IT SYSTEMS

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Euro Compliant"

that the software, electronic or magnetic media, hardware or computer (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

A2.1 The Service Provider shall ensure that:

- A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:
 - A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any date related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;
 - A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact:
 - A2.1.1.3 comply with the Government's open standards principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles
 principles#open-standards-principles;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

A12 OPTION TO EXTEND DURATION

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two years by notice in writing to the Service Provider provided that such notice is served at least **one month** prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A13 OPTION TO EXTEND SERVICES

A13.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification:

Developing new educational course material and outcomes for other areas of civil enforcement as a means of alternative disposal, for example but not limited to, revenue protection initiatives.

("the Additional Services")

- A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than **one month's** written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.
- A13.3 The Service Provider acknowledges and agrees that:
 - A13.3.1 the Authority shall be under no obligation to exercise an option under this Clause;
 - A13.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and
 - A13.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.
- A13.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

A14 CRIME AND DISORDER ACT 1998

- A14.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:
 - A14.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;
 - A14.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
 - A14.1.3 without prejudice to any other obligation imposed on the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

A15 STEP-IN

- A15.1 If the Authority reasonably believes that it needs to take action in connection with the Services:
 - A15.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - A15.1.2 to discharge a statutory duty,

then the following provisions shall apply.

- A15.2 The Authority shall provide notice to the Service Provider in writing of the following:
 - A15.2.1 the action it wishes to take;
 - A15.2.2 the reason for such action;
 - A15.2.3 the date it wishes to commence such action;
 - A15.2.4 the time period which it believes will be necessary for such action: and
 - A15.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

- A15.3 Following service of the notice required in Clause A15.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "Required Action") and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).
- A15.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A15.3).

A16 ADJUSTMENT TO CHARGES (INDEXATION)

- A16.1 In this Clause A16, "**Average Weekly Earnings**" shall mean Average Weekly Earnings by Industry (SECTOR P _ EDUCATION) as published by the Office for National Statistics published monthly, or failing such publication, such other index as the Parties may agree. The Indexation can be found at the Office for National Statistics website here.
- A16.2 The course costs as set out in Schedule 4 shall remain fixed for the first two (2) years from the Service Commencement Date. On the third anniversary of the Service Commencement Date and each and every anniversary thereafter, the Average Weekly Earnings indexation shall be applied for the previous twelve-month period. Unit prices shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in the Average Weekly Earnings index using the Service Commencement Date as the baseline.
- A16.3 Any changes in the unit prices as set out in Schedule 4 will be effective on the first day of the next four weekly invoicing period. TfL will notify the Service Provider of the changes to the unit prices in writing.

A18 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

- A18.1 Clause 8.1 shall be deleted and replaced with the following.
- A18.2 For the purposes of this Clause A18 and Clause A19, unless the context indicates otherwise, the following expressions shall have the following meanings:
 - A18.2.1 "Current Service Provider(s)" means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

- A18.2.2 "Employment Costs" means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);
- A18.2.3 "Employment Liabilities" means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);
- A18.2.4 "Final Staff List" has the meaning set out in Clause A19.4;
- A18.2.5 "Further Transfer Date" means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs:
- A18.2.6 "**Relevant Period**" means the period starting on the earlier of:
 - (a) the date falling 6 calendar months before the date of expiry of the Contract; or
 - (b) if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5, the date of the relevant termination notice:

and ending on the Further Transfer Date;

- A18.2.7 "Replacement Service Provider" means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A18.2.8 "Re-Transferring Personnel" means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the

Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

- A18.2.9 "**Staff List**" has the meaning set out in Clause A19.1;
- A18.2.10 "**Staffing Information**" has the meaning set out in Clause A19.1;
- A18.2.11 "Sub-Contractor" means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the subcontractor of any such sub-contractor;
- A18.2.12 "**Transfer of Services**" means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A18.2.13 "Transferring Staff" means such employees of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A18; and
- A18.2.14 "**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- A18.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A18.4).
- A18.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date.
- A18.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

- A18.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and
- A18.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

- A18.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.
- A18.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
 - A18.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date:
 - A18.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services:
 - A18.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date:
 - A18.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date:
 - A18.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

- A18.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A18.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A18.10 Clause 31.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A18 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A18

List of Transferring Staff

A19 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION

- A19.1 The Service Provider will <u>promptly provide</u> (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:
 - A19.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "Staff List");
 - A19.1.2 such of the information specified in Appendix 1 to this Clause A19 as is requested by the Authority in respect of each individual included on the Staff List:
 - A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "Staffing Information".

- A19.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.
- A19.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority with a final Staff List (the "Final Staff List") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.
- A19.5 If the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.
- A19.6 The Service Provider warrants that as at the Further Transfer Date:

- A19.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
- A19.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
- A19.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A19.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
 - A19.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A19.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A19.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A19.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - A19.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A19.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A19.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A19 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party

- engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.
- A19.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:
 - A19.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
 - A19.10.2 During the Relevant Period the Service Provider will:
 - A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the ReTransferring Personnel to the Authority or Replacement Service Provider (as appropriate);
 - A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records:
 - A19.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and
 - A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such

Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

- A19.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:
 - A19.10.3.1 is under notice of termination;
 - A19.10.3.2 is on long-term sick leave;
 - A19.10.3.3 is on maternity, parental or adoption leave;
 - A19.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
 - A19.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
 - A19.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - A19.10.3.7 has received a written warning (other than a warning that has lapsed);
 - A19.10.3.8 has taken or b<u>een</u> the subject of a grievance procedure within the previous two years; or
 - A19.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.
- A19.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):
 - A19.10.4.1 continue to perform and observe all of its obligations under or in connection with the

contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

- A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
- A19.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A19.10.5; and
- A19.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- A19.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
 - A19.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
 - A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

- A19.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:
 - A19.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A19.10;

- A19.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date:
- A19.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
- A19.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
- A19.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.
- A19.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel.
- A19.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

- A19.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and
- A19.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A19.13 Clause 31.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A19 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A19

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - o 1) Employer
 - o 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;

- whose employment transferred from the Authority to the Service Provider under TUPE; and
- who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or noncontractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be bought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

A29 EQUALITY, DIVERSITY AND INCLUSION

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

"EDI Action Plan" means the strategic equality, diversity and

inclusion action plan as negotiated and agreed by the Parties and attached to this

Clause A29 at Appendix 2; and

"EDI Policy" means a written policy setting out how a

Service Provider will promote equality,

diversity and inclusion;

"Equality Statement" means a short written statement setting out

how a Service Provider will embed equality, diversity and inclusion in its performance of

the Contract; and

"Minimum Records" means all information relating to the Service

Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service

Provider.

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

- A29.3 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:
 - A29.3.1 adopts and implements; and
 - A29.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

A29.4 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, "BAME", "disabled", "diversity" and "SMEs" have the meanings set out in Appendix 1 to this Clause A29.

- A29.5 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:
 - A29.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:
 - (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
 - (b) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled:
 - (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.
- A29.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if

- necessary) with the Authority to discuss progress or seek sign-off for completed actions.
- A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

- A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.
- A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.
- A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.
- A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
 - A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

- A29.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and
- A29.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	Recognising and respecting differences, including different needs, to ensure that everyone: • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. Equality is about ensuring equality of opportunity by
	tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note

	Facilities and the second second
	that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	Diverse suppliers are from one of the following five categories:
	1. Small and Medium Enterprises (SMEs).
	A small enterprise is a business which has both 0-49 full-time equivalent employees and either:
	 turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or balance sheet total of no more than £2.8 million net (£3.36 million gross).
	A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;

- turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
- balance sheet total of no more than £11.4 million net (or £13.68 million gross).
- 2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

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

- 3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):
 - women;
 - · disabled people;
 - · lesbians, gay men, bisexual people;
 - trans people;
 - older people (aged 60 or over); and
 - younger people (aged 24 or under).
- 4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a

	voluntary/community organisation).
	5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.
Trans or	Current terminology for people who do not want to live as
transgender	the sex they were assigned at birth.
Young adults, children and young people	
young poople	Children and young people can be further subdivided into:
	i) Young children – those that use the transport network escorted by parents or carers.
	ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.

Appendix 2 to Clause A29 – EDI Action Plan

[Insert agreed EDI Action Plan]

The specific example below is purely for illustrative purposes.

EDI	Current	Action	Timing	Person	Resources	KPIs
Objective	position/ baseline			responsible		
Recruit and	From					
retain a	workforce					
workforce	diversity					
reflective of	statistics					
the local						
area						
Move all						
staff onto						
London						
Living Wage						
Collect and						
analyses						
diversity						
data						
Reduce						
gender pay						
gap						
Inclusive						
recruitment						
training for						
hiring						
managers						
Managing						
diversity for						
all line						
managers/						
supervisors						
Inclusive						
customer						
service for						
all public						
facing staff						

A30 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

A30.1 For the purposes of this Clause A30, unless the context indicates otherwise, the following expressions shall have the following meanings:

"PCI DSS" has the meaning given to it in Clause

A30.2;

"QSA" has the meaning given to it in Clause

A30.2.1.

A30.2 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall:

- A30.2.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor ("QSA") to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;
- A30.2.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and
- A30.2.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.

SCHEDULE 3 – SPECIFICATION

Transport for London



Volume 2 The Specification Speed Awareness Courses

UK Find a Tender Ref: 2021/S 000-026696

TfL Reference Number: tfl_scp_0025207

Version: FINAL

Date: 25/02/22

Transport for London 5 Endeavour Square London E20 1JN

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1. ORGANISATIONAL OVERVIEW

1.1 Transport for London (TfL)

TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website here:

https://tfl.gov.uk/corporate/about-tfl/what-we-do

1.2 Business Unit

Compliance, Policing, Operations & Security (CPOS) Directorate within Transport for London is responsible for making the transport system safer and more secure, working in partnership with TfL's operational businesses and policing partners – the Metropolitan Police Service (MPS) and City of London Police (COLP).

2. INTRODUCTION

2.1 Background

TfL (the Authority), works together in long standing partnerships with the MPS and COLP to jointly operate and administer speed enforcement in London. This shared responsibility includes the management of red light and speeding camera offences on the network. This activity contributes significantly to the Mayor's targets for casualty reduction and the objective to reduce the number of people being killed or seriously injured on London's roads. The camera network also contributes significantly to traffic management, keeping traffic moving in a safe, compliant and efficient manner.

It is well documented that speed or inappropriate speed contributes to a significant percentage of all collisions and a higher percentage of more serious collisions.

The National Driver Offender Retraining Scheme (NDORS) has been developed to offer drivers the opportunity to benefit from improving their driving attitudes and skills following a police intervention. Eligible drivers are offered the opportunity to complete a course as a voluntary alternative to their offence being dealt with through the Criminal Justice System.

NDORS has been established by the police service in collaboration with the National Association of Driver Intervention Providers (NADIP). The police service has formed the Road Safety Trust (RST), a charity, to provide the business support to the scheme through UK Road Offender Education (UKROEd).

All NDORS courses and associated material are registered with the Intellectual Property Office and protected in law, in order to ensure the quality is at a sustainable high standard and courses are consistent allowing the offender to attend anywhere in the UK and receive the same education. The Service Provider and individual instructors and trainers must operate under a licence issued by UKROEd.

2.2 Objectives

The current contract is due to expire in Spring 2022 and the requirement is to be re-tendered.

The Authority requires a Service Provider who holds a UKROEd Provider Licence along with UKROEd Trainer Licenced trainers to deliver NDORS speed awareness courses which will contribute towards safer communities by increasing participants' intention to drive at an appropriate speed within the speed limit, reducing speed related collisions. The Service Provider will be required to deliver all of the requirements set out within this document.

The contract will run for three years with an option to extend by up to two additional years at the Authority's sole discretion.

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3. SCOPE

3.1 **General Requirement**

The Service Provider must adhere to all guidance and rules as stipulated by UKROEd or such other licensing body which may replace UKROEd from time to time.

UKROEd reserves the right to change course content from time to time during the term of the contract, and it is the responsibility of the Service Provider to ensure the Scheme content remains up to date.

In addition to the current suite of NDORs courses, further new courses to improve road safety and compliance may be developed. The Authority may request the Service Provider to develop new educational course material and outcomes for other areas of civil enforcement as a means of alternative disposal for example, but not limited to, the Authority's revenue protection initiatives. It is the intention of this tender to secure a Service Provider that can accommodate any future courses that the Authority may choose to develop during the life of the Contract.

The specifications of the National Courses are currently copyrighted by NDORS and the current courses are publicised and referred to as the National Speed Awareness Course (NSAC).

The Service Provider must ensure they have reviewed and understood the Person Specification and application form for NDORS Trainers and the instructors framework which can be found here (https://www.ukroed.org.uk/document-library/) last modified 22/10/2020 and the National Course specification for Speed Awareness Courses.

The Service Provider will be required to provide training for up to five of the Authority's staff on the management reporting system on contract commencement, and to new starters from time to time.

The Service Provider shall provide a "mock" training course if requested by either The Authority / MPS to assist internal stakeholders in their understanding of the delivery of the courses. This may be up to once per year.

The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the services that may be delivered under this contract and does not offer any exclusivity to the Service Provider. Please see Appendix 1 for anticipated volumes over the term which form no

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guarantee by the Authority and the instructions at Appendix 2 of this document for access to Historic Cumulative Course Volumes.

The Service Provider must ensure the delegates referred to the Service Provider to undertake a course should not be redirected to any other provider or authority or different contract to complete their course unless capacity issues can be evidenced or for any other reasonable exception agreed in advance in writing by the Authority.

The Service Provider must consider their environmental impact during the term and use best endeavours to reduce it during the term, for example by using energy efficient spaces to provide the training and or minimising course handouts to reduce use of resources / generation of waste.

The Authority requires to be kept updated, as far in advance as possible, with relevant industry information that may affect items covered in the scope. This may include, but is not limited to, any potential or actual updates in UKROEd guidance and the Service Provider's interpretation of potential or actual updates in relevant legislation changes. The Authority desire to benefit from sharing information and learnings from across the wider industry to understand and develop industry best practice (for example, smart roads and/or automated guided vehicles).

The Service Provider should ensure an appropriate code of conduct in place for participants and trainers, with strict adherence. This should include the following points for code of conduct but is not limited to:

- Respect for others In keeping with equal opportunity and discrimination laws, no derogatory or prejudicial comments are acceptable with reference to a person's culture, disability, gender, disability, sexuality, religion or age. Harassment and intimidation of staff or fellow participants will not be tolerated.
- Delegate to arrive on time to start all sessions. This includes after lunch and drink breaks.
- Behaviours delegates are expected to participate in all training activities and carry out any tasks within reason that may be requested by the trainer. Delegates should be punctual to all training sessions. Consumption or being under the influence of, alcohol or illicit substances during training hours is unacceptable and will result in training being terminated.
- Dress code Neat, comfortable clothing is generally considered appropriate and trainers refuse the right to refuse any participants wearing clothing which could offend the culture or status of another person.
- Ability to remove participants from a course should the need arise, e.g. to prevent disruption to delivery.

3.2 Course Eligibility Criteria

Speed awareness courses are offered by the Police as an alternative to punishment for an offender who has committed a speeding offence within the speed bands of 10%+2 mph and 10%+9 mph in excess of the speed limit.

When a driver has successfully completed a course, their details are kept on a national database. This ensures that if a person is caught committing the same type of offence within three years from the date of the original offence, they cannot be offered another course.

Any person who has been made a course offer and decides not to take up the offer, or anybody who accepts to go on a course and who fails to attend or complete the course in full, will have their offence dealt with through the criminal justice process; with the following exceptional circumstances for not attending said course;

- For example,
 - o bereavement,
 - o medical reasons.
 - o delegate is a parent or carer and their dependant is taken ill, or,
 - if delegate is taking an online course and they experience technical issues beyond your control which can be sufficiently evidenced.

The Service Provider must enforce this eligibility criteria during the term of the Contract.

3.3 Course Aim

At the end of each course, the Service Provider must ensure participants are be able to:

- Identify the benefits of complying with speed limits.
- Raise awareness of appropriate attitudes towards the misuse of speed.
- Understand the consequences of speeding and to explore the advantages and disadvantages of speeding.
- Demonstrate increased recognition that the way they drive and the risks they take have negative consequences for other road users and increase the likelihood of crashing.
- Demonstrate improved understanding of the need for traffic rules and the importance of compliance with these rules.
- Demonstrate improved knowledge of speed limits and skills in identifying different speed limit areas.
- · Identify and overcome their own barriers to safe and responsible driving.
- Recognise personal responsibility for choice of speed.
- Recognise the impact of each delegate's driving behaviour on other road users.
- Be given the opportunity to implement the delegates' increased knowledge and skills in hazard perception.

3.4 Course Content

It is recognised that the course delegate base would predominately comprise of individuals who have not necessarily chosen to take re-training had their driving standard not come to the attention of the police.

All the National Courses have been developed to ensure they operate based on consistency and outcomes. Successful engagement with a course attendee must reflect their specific and individual needs, apprehensions and prejudices within a course offered. The NDORS scheme allows a varied group of drivers to benefit from generic 'improved' driving concepts. The Service Provider must comply with the delivery methodology and content as produced and researched by NDORS.

The Service Provider must not divert from the National Course content without the written agreement from NDORS and with the support from the Authority. Contained in the various NDORS Guidance notes are copies of standard correspondence which the Service Provider will adopt (subject to any amendments as required).

3.5 Method

Research shows that traffic violators exhibit both deficiencies of basic driving skills and inappropriate attitudes and behaviours.

The scheme consists of attending an interacting and engaging short course that leads to a sustained change in how the offender drives. A driving practical is not required.

Skilled trainers and instructors are used on the course and delegate centred group work is an essential part of the training process.

Participants are encouraged to participate fully on the course and complete a customer questionnaire assessing the course. A 'satisfactory completion' of the course implies that participants have been willing to contribute to all elements.

The Service Provider will work with the Authority to develop this questionnaire and include any specific questions.

3.6 Trainers

All course trainers and instructors must hold a full or provisional licence from UKROEd. The Authority requires that all aspects of any of the courses be subject to stringent and regular monitoring in line with the conditions of operating under any licensing arrangement as agreed by NDORS.

It will be required that the Service Provider will review its own trainers on a minimum of an annual basis and records must be maintained for the Authority to examine at any time. Any trainer or instructor failing to meet the required standard shall be retrained and subsequently monitored, at no cost to the Authority.

The Service Providers will ensure that all trainers be supported, monitored, coached and supervised to hold a full or provisional licence with UKROEd.

3.7 Course Booking Arrangements

The Service Provider shall ensure that the delegate is able to book and pay for a course via a range of methods. As a minimum the Service Provider shall provide a web-based booking system, which is available at all times, and a sufficiently staffed call centre facility. The delegate should also have the ability to change the date of a course via a range of methods and the cancellation policy should be specified to them. The Service Provider should also ensure the terms and conditions for the course are signed up to by all participants.

The Service Provider processes shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time.

3.8 Management Information Portal

The Service Provider shall ensure the Authority has 24/7 access to an online portal to access and/or run reports to check course booking, attendance, completions, cancellations, invoices, complaints, and investigations. Reports should be made available for both the London provision and the national delivery model. Data held on the portal should be kept up-to-date and retained for the duration of the contract. The Service Provider shall provide adequate training for usage of the portal as described in this document.

3.9 Considerations for Equality of Access

The Service Provider shall demonstrate the consideration of the negative and positive impacts of providing a course in a classroom/online platform for individuals with protected characteristics and how these will be managed ensuring equal accessibility for all. This will include but not be limited to protected characteristics including age, disability (including carers), pregnancy / maternity and others including refugees, those on low income and homeless people.

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4. DELIVERABLES / MILESTONES

4.1 Training Centres / Venues / Online platform

The Service Provider must be able to provide the option of a classroom platform and online platform for delivery of the training courses to the delegate and adhere to all applicable government guidance at all times e.g. Covid safe guidance.

This should form an online platform / web-based training course which must be accessible to remote participants, agnostic of what device they are using; and/or physical classroom delivery options.

Prior to the Coronavirus pandemic, when the SAC delivery model was 100% classroom based, TfL utilised eleven locations across London to facilitate these courses. The list of these venues is provided below for information purposes only and should not be relied upon by the Bidders to inform their offering, Bidders should make their own decisions on their venue and location offerings based upon all of the information provided with regards to this document and procurement.

- Angel Gate
- Bexley
- Bromley Court Hotel
- o Camden
- Crowne Plaza Ealing (1)
- Crowne Plaza Ealing (2)
- o Elstree
- Rainham
- o Sutton (1)
- o Sutton (2)
- Waltham Abbey

4.1.1 Classroom Courses

The classroom venues shall be located subject to final agreement with the Authority so that they adequately cover the London area and are within the M25. No course participants resident in London should be expected to travel more than one hour by public transport to undertake the training course.

The training centre should be fully accessible and reachable by public transport and also have a parking facility either on- site or in the immediate vicinity.

All training centres shall comply with the requirements of the Equality Act 2010 and ensure accessibility for those with mobility problems.

All training centres shall include:

Suitable classroom facilities,

- Suitable waiting room for course participants these shall include facilities for participants to have access to drinking water and purchase hot and cold drinks and provide adequate seating facilities. Dispensers offering snacks and sweets for sale may be provided,
- Toilet facilities for participants; and
- A staff restroom with basic cooking and toilet facilities.

4.1.2 Online Courses

The online courses shall be delivered and accessed via a secure video link from either a laptop, tablet or phone. This is accessible by the internet from the participants' home address with no need to travel to a classroom destination.

The Service Provider must provide the Authority with the following information for delivering the course using an online platform:

- Browser/s used
- The platform and level of license used to host the delivered session, i.e.
 Zoom, Teams, WebEx etc
- Bandwidth, system availability and back-up measures
- · Location of any servers and stored data
- Security password access
- Compatible with mobile/tablet devices
- Notification of system updates and connectivity/systems issues

Technical support should be available for participants booking onto a course and during the course.

Technical support available for participants throughout the session should an issue with the platform functionality arise

4.2 Course Numbers

The number of delegates per course must follow the specification set out by UKROEd and updated from time to time. The maximum number of people per class booked on a speed awareness course is currently set at ten (10) participants for virtual classroom course and up to twenty-four (24) participants for classroom courses. The Service Provider should follow rules as stipulated by UKROEd on volumes of number of participants and inform the Authority at their earliest convenience of any circumstances where unable to meet maximum numbers of participants.

4.3 Course Availability / Frequency

The Service Provider must guarantee to accommodate any referral made by the police. Many offenders will be working or unavailable on weekdays, therefore speed awareness courses shall be made available on days and times that allow all delegates a reasonable choice of course and venue. Speed Awareness Courses shall be offered seven days per week excluding national holidays.

Courses shall be offered at times to be agreed:

- In the morning
- In the afternoon; and/or
- In the evening

If courses are run in parallel at the same venue, start times may, by agreement with the Authority, be staggered.

Courses are required to be delivered according to booking demand 7 days a week. Based on current demand this requires three timeslots spaced throughout the day on weekdays and two slots (morning and afternoon) at weekends. This information is provided for information purposes only and should not be relied upon by Bidders to inform their offering.

4.4 Course Materials

All materials required in the delivery of the course will be supplied by the Service Provider.

The Authority should be the given opportunity to input into course context which provides London context including but not limited to Vision Zero awareness.

The Vision Zero action plan is a plan to 2022 focuses on intelligence led action to reduce risk on our streets, as part of the overall ambition to eliminate deaths and serious injuries on the whole transport network. It is based on three principles:

- A fundamental conviction that loss of life and serious injuries are not acceptable nor inevitable
- Requires reducing the dominance of motor vehicles and the targeting of road danger at source
- Ensuring road danger reduction is a common priority central to all transport schemes

The plan contains actions to deliver: Safe Speeds, Safe Streets, Safe Vehicles and Safe Behaviours.

4.5 Course Duration

The course must follow the specification set out by UKROEd and updated from time to time.

4.6 Updating of National Database

The National Policing Improvements Agency has developed the Driver Offender Retraining System (DORS). On completion of the course DORS must be updated by the Service Provider with the results of the course for the referring police force within two (2) business days.

5. CONTRACT MANAGEMENT

The Authority will appoint a Contract Manager who will be the main point of contact for all matters related to contract management. The Authority's Contract Manager will be supported by other nominated TfL staff in the day-to-day operation and management of the contract.

The Authority's Contract Manager and the Service Provider's Contract Manager will meet at least quarterly at times to be specified by the Authority to review contract performance against the Service Level Agreements / Key Performance Indicators.

Other Authority staff, partners or Service Provider personnel may attend these meetings, at the Authority's discretion, as deemed appropriate. All such contract review meetings will be hosted by the Authority unless agreed otherwise. Minutes will be captured by the Service Provider during each contract review meeting and shared to all attendees within seven (7) working days of the meeting.

The contract review framework requires an adaptable approach which ensures that the Authority is able to operate transparently and effectively with its safety camera enforcement partners in London. Adhering to any relevant commercial boundaries, the Authority expects the contract review process to enable sharing of performance insights, risks and opportunities. The Service Provider should pro-actively support the Authority and its partner agencies in the spirit of collaboration and joint working.

As part of the contract review meetings, the Service Provider shall produce and provide detailed reports to show the period/monthly trends following the commencement of contract. This information pack should be made available via the online portal and notified to attendees at least five (5) days in advance of the Contract Review meeting and include the below items:

A period/monthly trend graphs	London SAC
showing	
course numbers per month,	
including course completions for	
the following areas:	

London venue Utilisation Comparison
 Call Volume vs Abandoned Rate (average) Tech Team success rate (if applicable) Average call length (seconds) Call Quality Online Vs Telephone booking comparison
Tech Team
Trainer support - Operatives & total hours covered Trainer Recruitment success rate and retention Diversity of trainer population
Service Provider to state along with % (for example Failed to Attend, Late, ID check failed, etc)
 Rate of trainer delivery (rating of 1 – 5) Usefulness of course (rating of 1 – 5) Q. Since attending the course have you driven differently? Y/N Q. Were you able to complete the course to a satisfactory standard? Y/N Feedback from Online Virtual Platform How access – teams/web link Type of device used Inclusivity BAME Delegates White/White British

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 Female/Male Delegates or Other Gender Identify/Prefer not to say Delegate Age Range
And any other in feedback requested to be included by the Authority at any time.

6. DRAFT SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS)

These are draft SLAs and KPIs. Specific SLAs and KPIs will be finalised and agreed after award of contract.

The Service Provider shall meet the following Service Levels in the delivery of the Service:

6.1 Handling of bookings

- Call Centre will answer monthly on average 80% of calls within 20 seconds
- All telephone bookings and enquiries will be recorded for training and monitoring purposes
- Web based booking system available at all times
- Customer care and booking experience rated at 70% excellent or good

6.2 Course Delivery KPI's and procedures

- 92% minimum course utilisation
 - o If the Service Provide is unable to meet this minimum course utilisation, they must provide reasoning to TfL for continuing offering such course.
- Delegate rating of trainer delivery rated at 85% excellent or good
- Delegate rating of training content rated at 85% excellent or good
- Quality monitoring (including mystery shoppers following any complaint or service issue)
- Training facilities rated at 70% excellent or good
- % of attendees affected by an accessibility issue

6.3 Online Platform KPIs and Procedures

- % of people who fail to complete an online course due to provider technical issues
- Measure course attrition, utilisation, barriers to take-up and equitable access to the service.

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6.3 Adherence to NDORS Procedures

- Ensure the Scheme content remains up to date
- Course completions updated on NDORS system within two (2) business days
- Show course availability at least 3 months in advance

6.4 Training Staff Measures

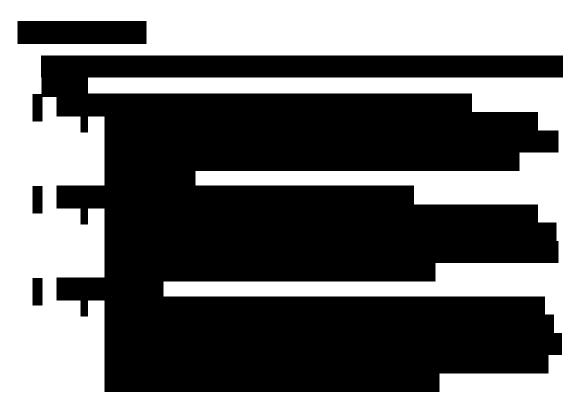
% of Training staff who hold provisional and full UKROEd licence

The Service Provider shall supply accurate monthly management information detailing delegate numbers per month for each of the courses and performance against the above targets. Any specific SLA's / KPI's will be discussed between the contracting authority and the Service Provider.

6.5 Payment Procedures and Approvals (to be read in conjunction with the relevant schedules and clauses within Volume 3 - The Contract).

The Authority operates on four-weekly financial periods which have been provided as Appendix 3 to this document.

The Service Provider shall invoice the Authority in respect of the Charges on the first Business Day of the following 4-weekly period and shall not make any separate charge for submitting any invoice. The Service Provider shall provide a breakdown of course volumes during the previous 4-weekly period with each invoice.



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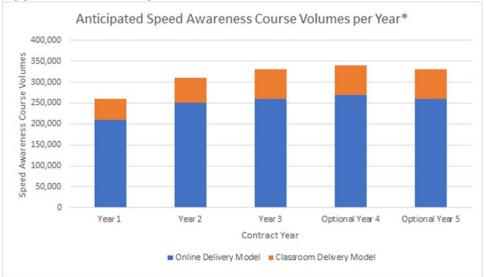
7. PROJECT PLAN/TIMESCALES

Requirement 1	Mobilisation TBC
Requirement 2	Courses commencement TBC
Requirement 3	Service Reviews to be held on a quarterly basis (on or as close to):
	01 October 2022
	01 January 2023
	01 April 2023
	01 July 2023
	Then at a frequency to be agreed between the Authority and the Service Provider.

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Appendices

Appendix 1 - Anticipated Course Volumes over the Term



*The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the services that may be delivered under this contract and does not offer any exclusivity to the Service Provider.

Appendix 2 – Historic Cumulative Course Volumes

Appendix 3 – TfL Financial Period End Calendar See attachment to this document.

SCHEDULE 4 – THE CHARGES



SCHEDULE 5 - PROJECT PLAN







SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: [to be inserted]

Contract Number: [to be inserted]

Variation Number: [to be inserted]

Authority Contact Telephone: [to be inserted]

Fax: [to be inserted]

Date: [to be inserted]

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

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

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	
For the Authority (signed)	(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B - SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

- 1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the "Supply Chain Finance Option").
- 2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS





















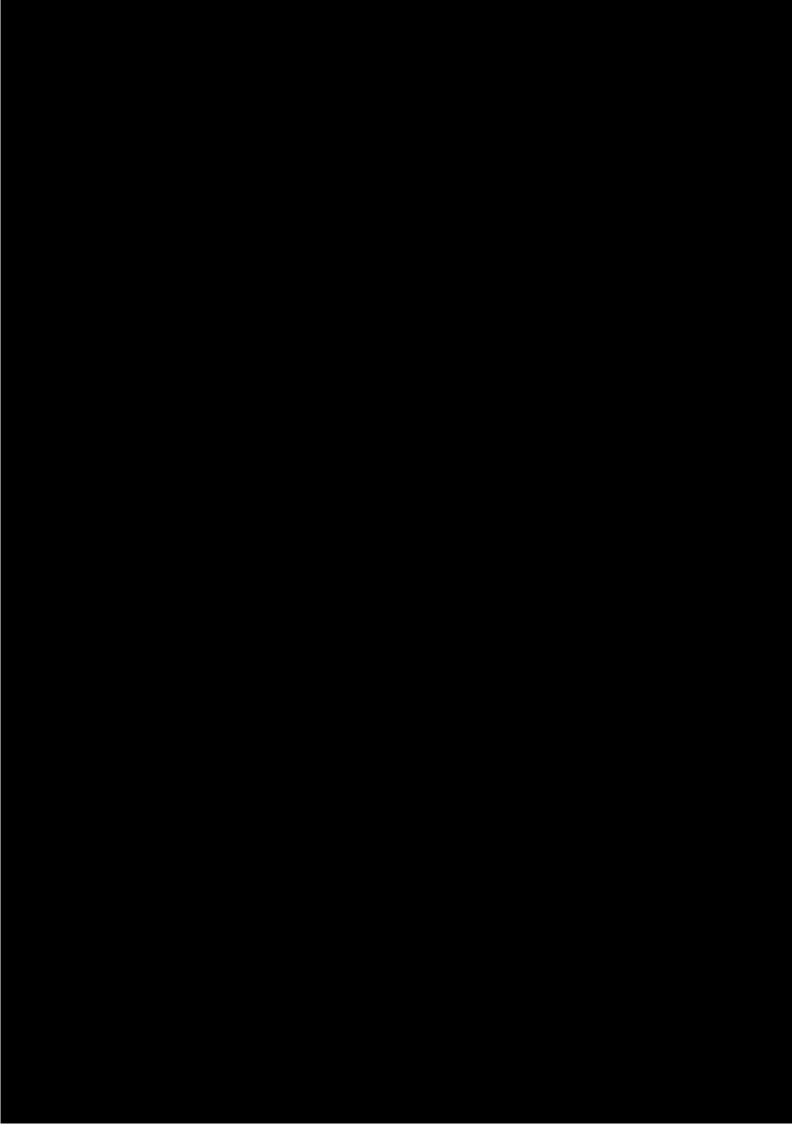


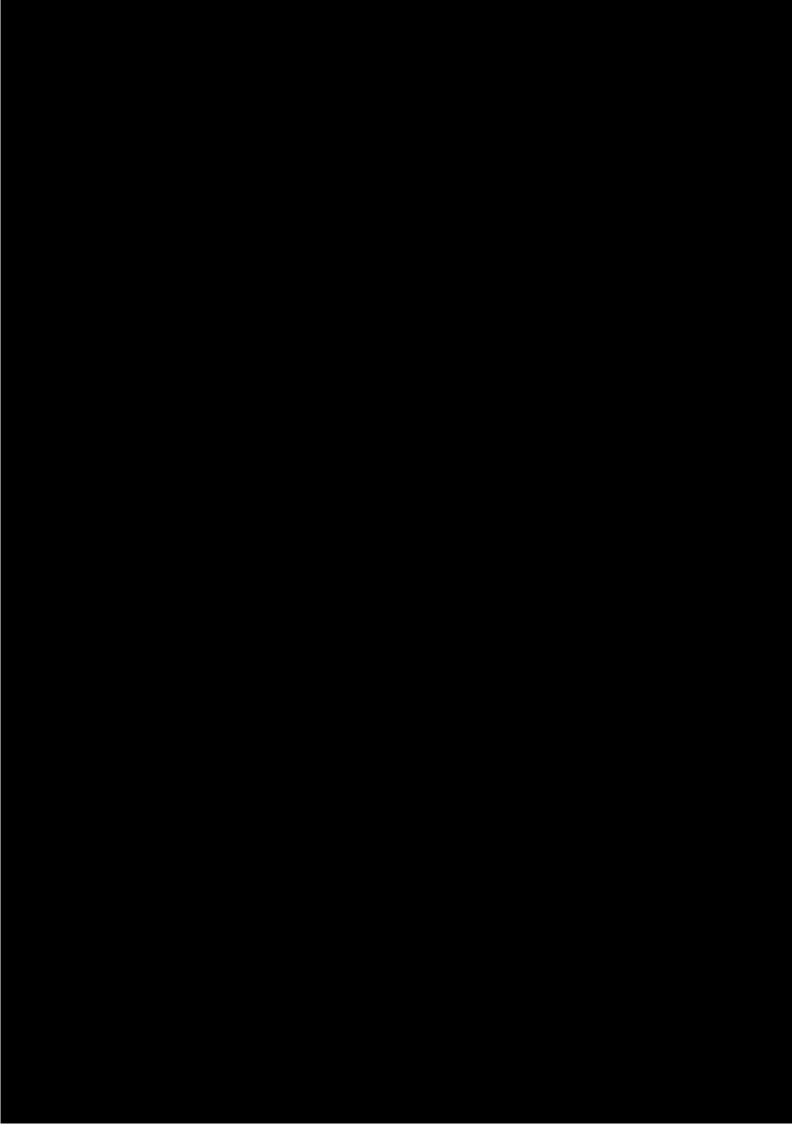


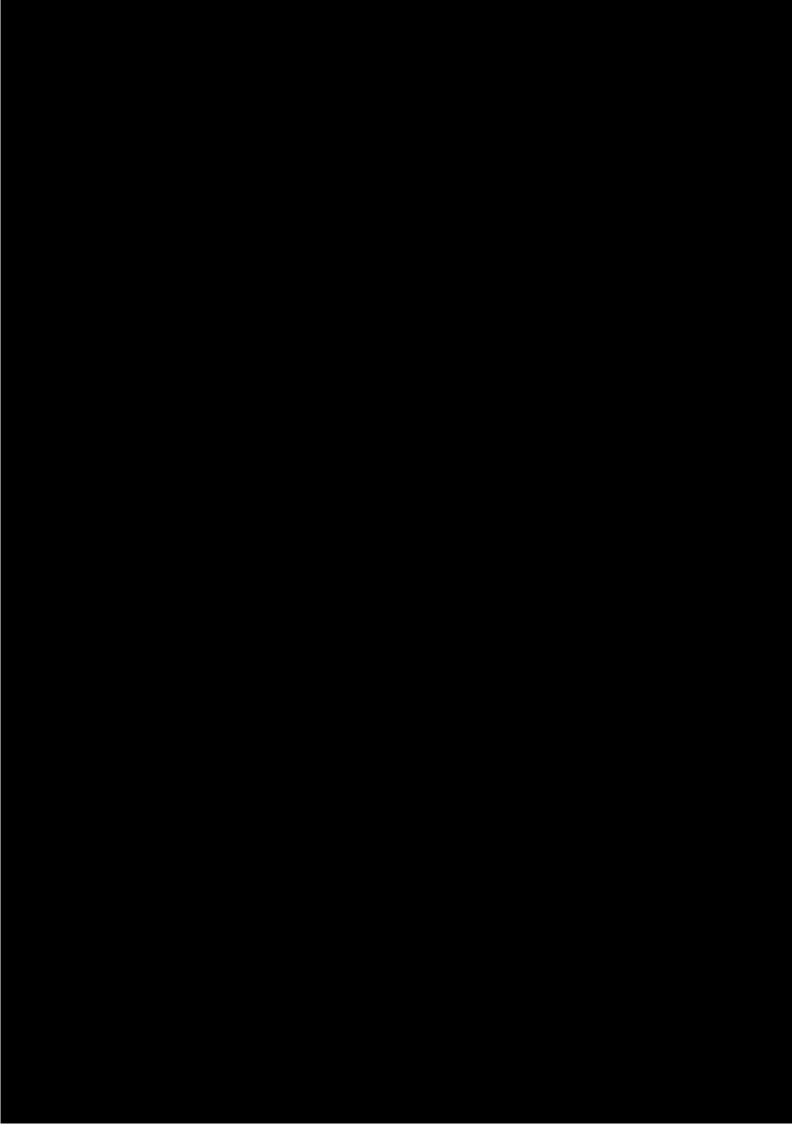


































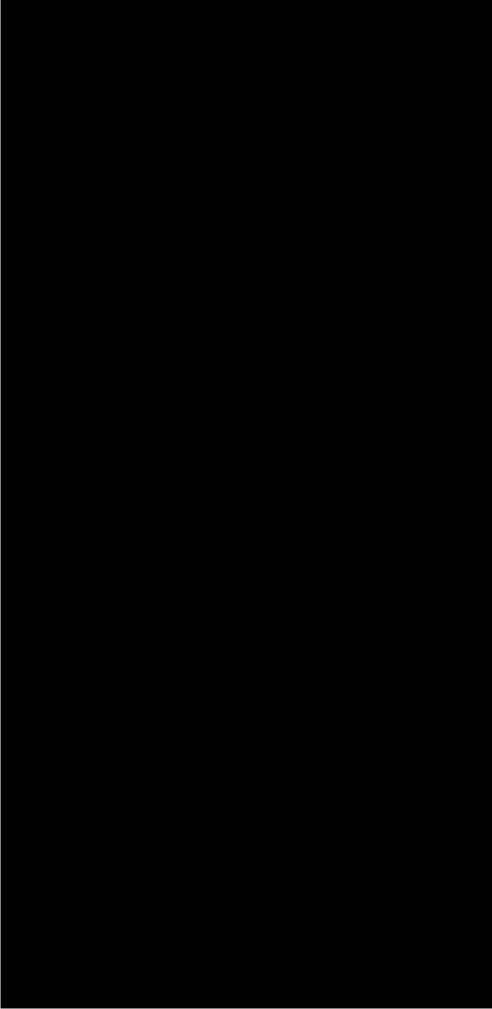


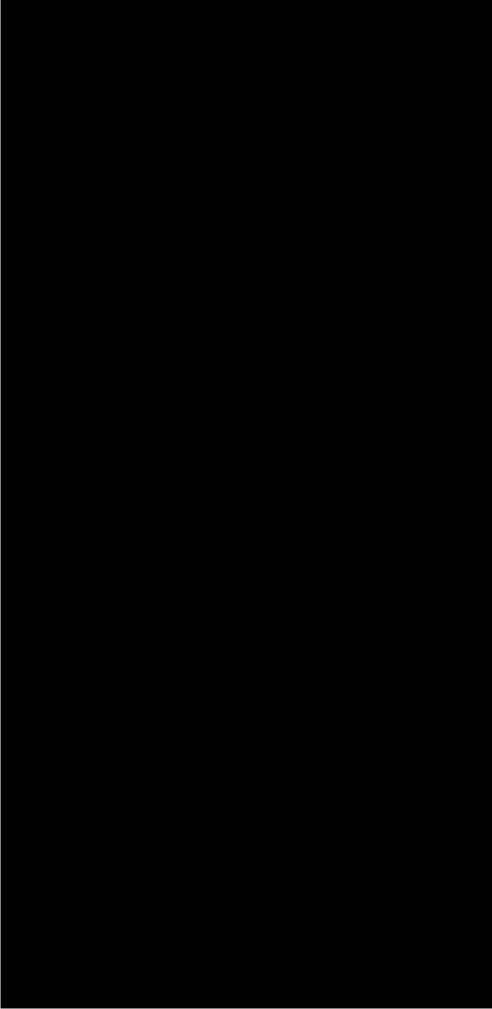


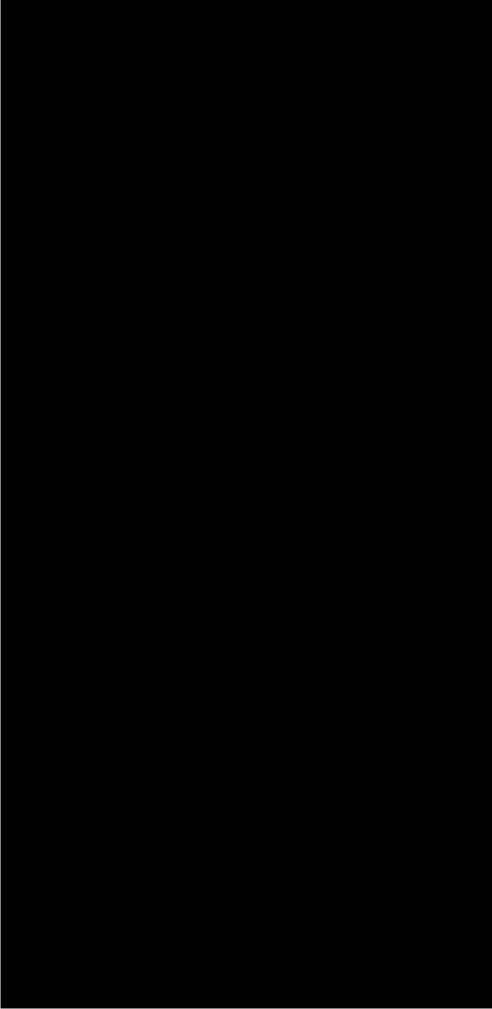


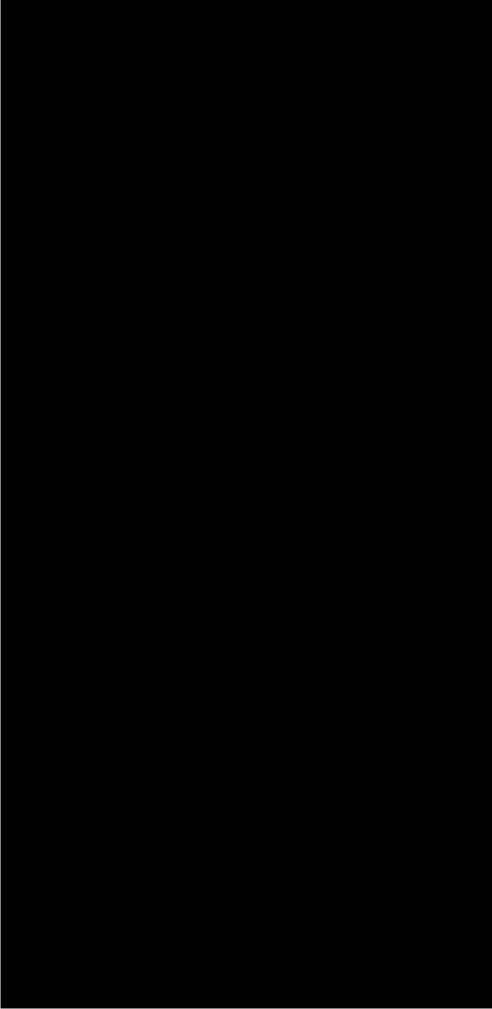




















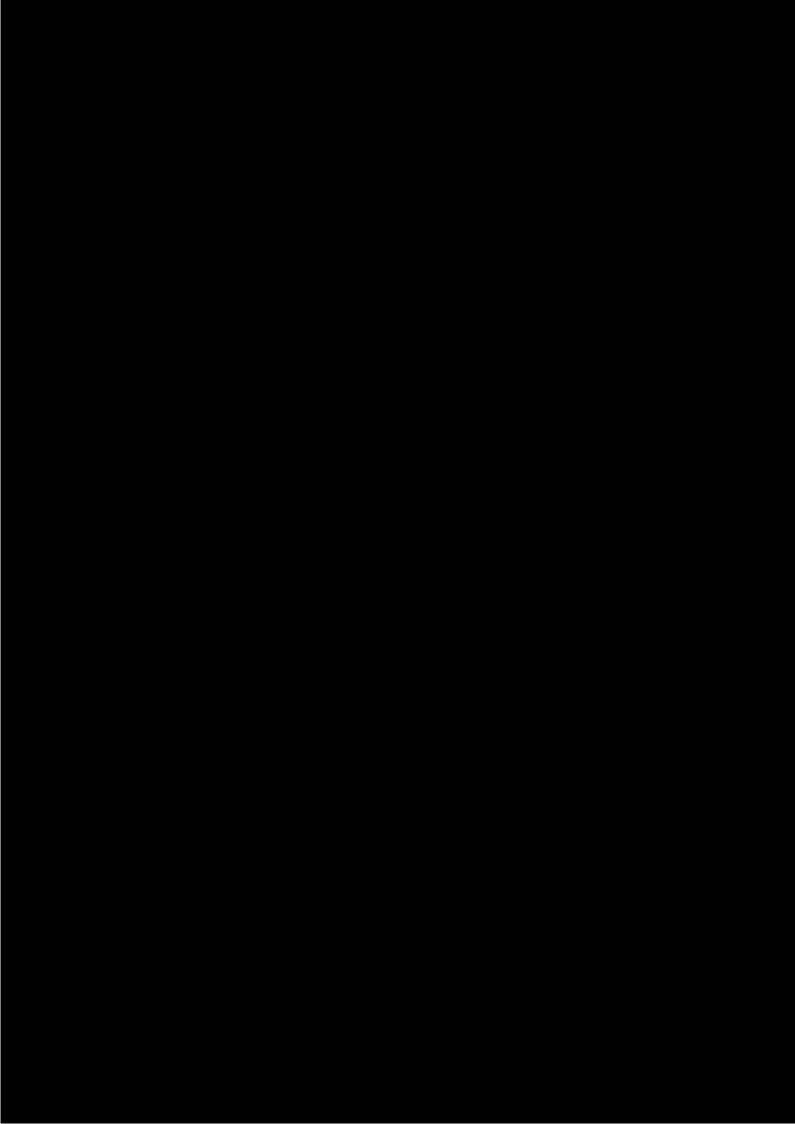
























SCHEDULE 8 - RE-TENDER COOPERATION

[This Schedule should set out any specific requirements that will be required of the Service Provider to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements]

SCHEDULE 9 - ATTENDEE CONTRACT TERMS











SCHEDULE 10 – EQUALITY AND DIVERSITY AND INCLUSION (EDI) ACTION PLAN





















































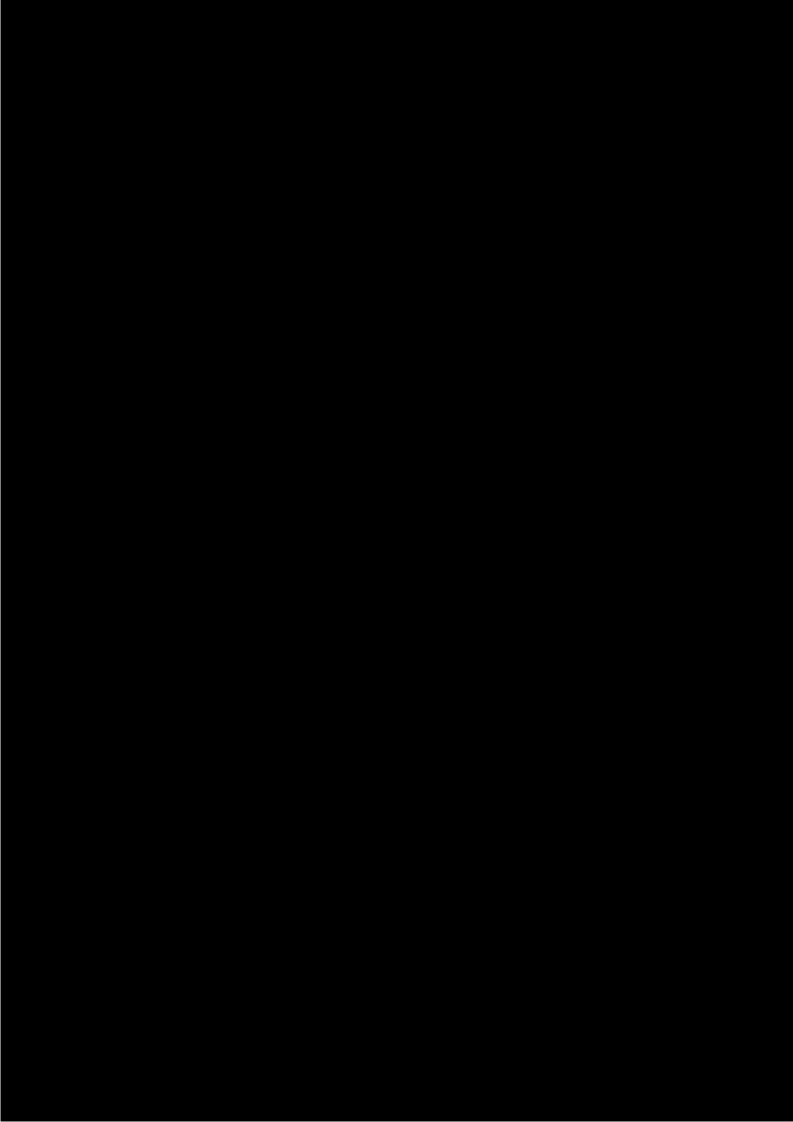














SCHEDULE 11 - CYBER SECURITY MANAGEMENT SCHEDULE

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	SCOPE AND PURPOSE SECURITY PRINCIPLES ACCESS CONTROLS AND SECURE CONFIGURATION OF SYSTEMS SERVICE PROVIDER PERSONNEL TRAINING TESTING & AUDIT SECURITY INCIDENT MANAGEMENT PROCESS SECURITY LOGGING AND MONITORING MALICIOUS SOFTWARE REMOVABLE MEDIA MOBILE AND HOME WORKING DISPOSALS SECURITY MANAGEMENT PLAN INFORMATION SECURITY MANAGEMENT SYSTEM COMPLIANCE WITH ISO/IEC 27001 APPROVED PRODUCTS

1. <u>DEFINITIONS</u>

For the purposes of this Schedule 11, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Cloud"	A type of internet-based computing service where organisation can have aspects of their IT infrastructure managed by external providers, normally as a Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS) basis
"Cyber	is a UK government scheme encouraging organisations
Essentials	to adopt good practice in information security, focussing
Scheme"	mainly on technical controls rather than governance,
	risk, and policy
"Cyber	The high level Cyber Security requirements for all IT and
Security	Operational technology and data owned by TfL or operated
Policy /	and supported by third parties for on behalf of TfL.
Policies"	and supported by time parties for on bonair or rie.
"Cyber	The technical detail behind the implementation of the
Security	high level cyber security requirements as set out in the
Standard(s)"	Cyber Security Policies.
"Data"	means data created, generated or collected, during the
	performance of the Services (or any part thereof),
	including Personal Data and data supplied to TfL and
	members of the TfL Group in connection with the
	Services or this Contract;
"Good	means the exercise of that degree of skill, diligence,
Industry	prudence and foresight which would reasonably and
Practice"	ordinarily be expected from a skilled and experienced
liactice	operator engaged in the same type of undertaking
	under the same or similar circumstances.
HMG	the meaning and definition as well as relevant policy
Information	documents and standards can be found at
Security Assurance	https://www.gov.uk/government/collections/government-
Standards	security or any updated link;
"Information	means a register of all information assets relating to the
Asset	services connected to this Contract as detailed in
Register"	paragraph 3.2(c)
"Information	a framework of governance models, policies and
Security	procedures, based on a business risk approach to
Management	establish, implement, operate, monitor, review, maintain
System" or	and improve information security in accordance with the
"ISMS"	requirements of Paragraph 15
ISO/IEC	is an information security standard specification for an
27001	information security management system (ISMS), with
	an emphasis on measuring and evaluating how well an
	organisation's ISMS is performing.
"IT	means the IT services that support the delivery of the
	incario die 11 services diat support die delivery of die

Commissell	Caminan
Services"	Services;
"Malicious	means any software that brings harm to a computer
Software"	system. Commonly known as malware can be in the
	form of worms, viruses, trojans, spyware, and adware
	which steal protected data, delete documents or add
	software not approved by a user.
"Operational	means any hardware or software which monitors and/or
Technology"	operates a physical process.
"Outline	means the security plan provided by the Service
Security	Provider as part of their tender submission
Management	
Plan"	
"Removable	any type of storage device that can be removed from a
Media"	computer while the system is running. Examples of
	removable media include CDs, DVDs and Blu-Ray
	disks, as well as diskettes and USB drives
"Security	a potential or actual event or attempted breach of
Incident"	security affecting the confidentiality, integrity or
	availability of the Services, IT Services or Networks
	which process or hold Data
"Security	means the Service Provider's security plan developed
Management	and revised pursuant to Paragraph 14
Plan"	
"Security	means any TfL security policies as amended by TfL
Policy"	from time to time;
"Security	meaning all Risks associated with the security of the
Risk"	Services which may have a negative impact upon the
	agreed security posture, including information security
	and any risks identified pursuant to the Security
"O it	Management Schedule.
"Security	means a register of Security Risks produced and
Risk	maintained as detailed in paragraph 3.2(b)
Register"	means all assets and rights including all physical
"Service Assets"	means all assets and rights including all physical assets, Software, IPR, as well as spares and
ASSELS	components whether in storage, repair or on sites, used
	by the Service Provider to provide the Services in
	accordance with this Contract;
"Service	means all employees, agents, consultants and
Provider	contractors of the Service Provider or of any Sub-
Personnel"	Contractor
"Service	means any land or building where the Service Provider
Provider	carries out any part of this contract
Premises"	damos satary part of this sortifact
"TfL	means a hierarchy of IT security documents consisting
Information	of the high level Information Management Security
Security	Policy and ten security principles (Information Security
Controls	Controls Framework);
	Control i famoworky,

Framework"	
"TfL	means the network infrastructure and services owned or
Network(s)"	used by TfL to support the delivery of the IT Services.
"TfL	means Personal Data Processed by the Service Provider or
Personal	any sub-contractor on behalf of the Authority, pursuant to or
Data"	in connection with this Contract;
"TfL	means all employees, agents, consultants and contractors
Personnel"	of TfL
"TfL	as defined in the TfL Information Security Classification
Restricted"	Standard (listed in Annex 5)
"TfL Sites"	means all TfL premises where the services are
	delivered

2. SCOPE AND PURPOSE

- 2.1 The purpose of this Schedule is to:
 - (a) set out the principles of protective security to be applied by the Service Provider in its delivery of the Services;
 - (b) set out the Service Provider's wider security obligations relating to the Services;
 - (c) set out the Service Provider's requirements to test and audit the Services including any Information Security Management System, to ensure compliance with the security requirements set out in this Contract:
 - (d) set out the Service Provider's obligations in the event of a Security Incident;
 - (e) set out the principles for the Service Provider's development, implementation, operation, maintenance and continual improvement of the Security Management Plan;
 - (f) set out the principles for the Service Provider's development, implementation, operation, maintenance and continual improvement of the Information Security Management System;
 - (g) set out any Service Provider obligation for certification against the Services such as, ISO/IEC 27001, the Cyber Essentials Scheme or HMG Information Security Assurance Standards;
 - (h) set out any Service Provider requirements to deliver the Services or Service Assets in accordance with the CESG Commercial Product Assurance (CPA) Scheme; and

- (i) set out the requirements on the Service Provider when delivering the Service(s), which are aligned with the 10 Steps to Cyber security set out by the Government (see Annex 5).
- (j) the Supplier's obligation to comply with the Operations Technology Cyber Security Standards (see Annex 5).

3. SECURITY PRINCIPLES

- 3.1 The Service Provider acknowledges that security, data protection and confidentiality are of fundamental importance in relation to its provision of the Services and TfL's ability to retain public confidence. The Service Provider shall at all times comply with the security principles set out in Paragraph 3 in the delivery of the Services.
- 3.2 In recognition of the importance that TfL places on security, data protection and confidentiality, the Service Provider shall ensure that a director or relevant individual, as agreed by TfL, is made aware of the risks set out in the Security Management Plan and is assigned overall responsibility for ensuring that:
 - (a) appropriate members of Service Provider Personnel and the Service Provider's management team take responsibility for managing the different levels of security risk and promoting a risk management culture;
 - (b) a Security Risk Register is produced and maintained and that all Security Risks are documented in an appropriate manner and is included in any contract risk register if one is in place. This Security Risk Register must be available for audit when reasonably required by TfL as set out in Clause 7 of this Schedule
 - (c) an Information Asset Register is produced and maintained and that all assets are documented in an appropriate manner in the Information Asset Register and shall identify the criticality of the relevant Service Assets in the delivery of the Services. This register must be available for audit when reasonably required by TfL as stated in Paragraph 7 of this Schedule and when a Security Incident occurs.
 - (d) supporting policies are implemented (where relevant) and communicated with Service Provider Personnel.
- 3.3 The Service Provider shall, and procure that its Sub-contractors shall, at all times ensure that:
 - (a) security threats to the Services are minimised and mitigated;
 - (b) the Services shall fully comply at all times with:
 - (i) any security requirements set out in Annex 3;

- (ii) the agreed Outline Risk Management Processes and approach set out in Annex 2; and
- (iii) Good Industry Practice.
- 3.4 The Service Provider must notify TfL of any instances where software, applications, services or processes are hosted or run from the cloud that are not part of the Contract, and that host, process or connect with any of TfL Operational or IT technology, Data and Networks or handle TfL Data. The Service Provider is responsible for ensuring that any such cloud services comply with this Cyber Security Management Schedule.

4. ACCESS CONTROLS AND SECURE CONFIGURATION OF SYSTEMS

- 4.1 The Service Provider shall comply with all obligations relating to the patching and configuration management of Service Assets as set out in Annex 4 in addition to any specific obligations set out in Annex 4, the Service Provider shall ensure that:
 - (a) security patches are applied to Service Assets as soon as possible in line with vendor recommendations in accordance with overall risk management;
 - (b) account management and configuration control processes are implemented to ensure that access to Service Assets by Service Provider Personnel is limited to the extent required for them to fulfil their roles in supporting the delivery of the Services.
 - (c) when Service Provider Personnel change roles or no longer support the delivery of the Services access rights are revoked or reviewed;
 - (d) any system administration functionality is strictly controlled and restricted to those Service Provider Personnel who need to have access to such functionality and that the ability of Service Provider Personnel to change the configuration of the Services is appropriately limited and fully auditable;
 - Service Provider Personnel are informed of what constitutes acceptable access of Operational or IT technology, Data and Networks and the consequences of non-compliance;
 - (f) any preconfigured passwords delivered with any Service Assets are changed prior to their implementation for use in the Services;
 - (g) the Services have appropriate devices, tools or applications in place to filter traffic or separate connections, such as industry standard firewalls and Malicious Software protection, to all public or private networks which are not controlled by or on behalf of TfL.
 - (h) all wireless functionality is secure; and

(i) software upgrades and patching must be managed appropriately and access to any software shall be granted using the principle of least privilege.

5. SERVICE PROVIDER PERSONNEL

- 5.1 The Service Provider shall, appoint a member of Service Provider Personnel to be the security manager who shall be responsible for the development, monitoring, enforcement, maintenance and enhancement of all security measures set out in this Contract (the "Security Manager"). The Security Manager shall be a member of the Key Personnel.
- 5.2 The Service Provider shall ensure that all Service Provider Personnel are security screened or vetted appropriate to the Data and shall provide TfL within five (5) working days of the Effective date, and every twelve (12) months thereafter, written confirmation that this obligation has been complied with.
- 5.3 The Service Provider shall immediately notify TfL if it becomes aware of any security clearance issues in relation to the Service Provider Personnel and the Service Provider shall undertake any action requested by TfL in relation to mitigating the impact of any such security clearance issues.

6. TRAINING

- 6.1 The Service Provider shall ensure that all Service Provider Personnel have undergone suitable security awareness training prior to their deployment and such security awareness training shall cover, as a minimum; account usage, malicious software, home and mobile working, use of removable media, audit and inspection and Security Incident reporting and data handling. The Service Provider shall implement an up-to-date on-going programme of security awareness training for Service Provider Personnel throughout the Term.
- 6.2 The Service Provider shall provide additional training to its Service Provider Personnel, which may be required following a Security Incident, the application of a patch or update, or any relevant operational change or variation.
- 6.3 The Service Provider shall ensure that all Service Provider Personnel are familiar with their responsibilities under applicable law and policies including, as a minimum, the Data Protection Legislation, the Security Policies set out in Paragraph 1 of this Schedule and policies in relation to the handling of protectively marked materials both during their employment and following the termination of or change to the terms of their employment.

7. TESTING & AUDIT

7.1 The Service Provider shall conduct regular automated vulnerability scans of the Services, as agreed in the Risk Management Process and ensure that any identified vulnerabilities are appropriately mitigated or patched in line with

- the TfL Security Patching standard (Annex 5), taking into consideration the risk posed to TfL and the Services.
- 7.2 The Service Provider shall conduct security tests, including ethical hacking and penetration tests, to assure compliance with the Security Incident Management Process, the security provisions in this Contract, the Security Management Plan. The Service Provider shall conduct security testing in accordance with the Security Management Plan. The Service Provider shall conduct such security tests, as a minimum, every twelve (12) months from the Service Commencement Date and shall include security penetration testing of the Services and the associated technical infrastructure. Wherever the Services are accessible from the internet or other such public network, the Service Provider shall carry out security penetration tests from the internet or the public network.
- 7.3 The Service Provider shall, within one (1) week completion of the security tests carried out in accordance with Paragraph 7.2, provide a report to TfL setting out:
 - (a) the outcome of such security tests including all identified vulnerabilities;
 - (b) the Service Provider's plans to remedy each such identified vulnerability as soon as possible, provided that any such remediation must be implemented in accordance with this Contract including the variation procedure.
- 7.4 The Service Provider shall implement its plans to each identified vulnerability in accordance with the report delivered pursuant to Paragraph 7.3 save to the extent directed by TfL in writing.
- 7.5 The Service Provider shall, upon request by TfL, following a Security Incident, carry out such additional security testing over and above the obligations set out in Paragraph 7.2 as TfL requires.
- 7.6 TfL shall be entitled to send a member of TfL Personnel to witness the conduct of any audit or security tests carried out by or on behalf of the Service Provider. The Service Provider shall provide TfL with the results of such audits (in a form agreed with TfL in advance) as soon as practicable after the completion of each audit or test.
- 7.7 In addition to complying with the Requirements, PCI DSS where applicable and other relevant industry standards and Good Industry Practice, the Service Provider shall at least once during each twelve (12) month period starting from the Service Commencement Date, engage an appropriately skilled third party to conduct a formal audit of the Services against the then current versions of the following:
 - (a) the security controls, processes and procedures required pursuant to this Contract;

- (b) the Data Protection Legislation (using BS10012 or another standard as agreed with TfL), where applicable; and
- (c) the Security Management Plan,

and shall, within five (5) Working Days of becoming aware of actual or potential security issues which impact or could impact the Services, the Service Provider shall inform TfL of each such issue and shall keep TfL up-to-date as the Service Provider investigates the nature and impact of such issue. Within five (5) Working Days of the finalisation of the audit findings, the Service Provider shall provide to TfL a copy of all such findings which are relevant to the Services.

- 7.8 Without prejudice to any other right of audit or access granted to TfL pursuant to this Contract or at Law, TfL and/or its representatives may carry out such audits in relation to security matters as are reasonably required to assess the Service Provider's compliance with the Information Security Management System and the Security Management Plan.
- 7.9 If any test or audit carried out pursuant to this Paragraph 7 reveals any non-compliance with this Contract or vulnerability (and, in the case of a TfL audit, TfL has informed the Service Provider thereof), the Service Provider shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such identified vulnerability as soon as possible, provided that any such remediation must be implemented in accordance with this Contract including the TfL Change Management Process and the Variation Procedure. The Service Provider shall implement its plans to remedy each identified vulnerability in accordance with such report save to the extent directed by TfL in writing.

8. SECURITY INCIDENT MANAGEMENT PROCESS

- 8.1 The Service Provider shall, and shall procure that its Sub-contractors shall:
 - (a) establish, document and share with TfL a process to identify and respond to Security Incidents and mitigate the impact of such Security Incidents on the Services, including in relation to assigning clearly defined roles and responsibilities to specific Service Provider Personnel:
 - (b) record each Security Incident and corresponding severity level in the Service Provider's ISMS; and
 - (c) without limitation to the other provisions of this Contract, follow TfL's reasonable instructions in relation to the identification and resolution of any Security Incident.
- 8.2 The Service Provider shall notify and ensure the Contract Manager is aware as soon as possible and in any event no later than within one (1) hour upon becoming aware of any Security Incident or any potential Security Incident.

- 8.3 In addition to the requirements in clause 8.2 the Service Provider will additionally provide written notice with all relevant details reasonably available of any actual or suspected breach of security in relation to TFL Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data
- 8.4 If a Security Incident occurs, the Service Provider shall, within the framework of the Security Incident Management Process:
 - immediately take steps to assess the scope of the Data, user accounts and/or TfL Personal Data compromised or affected including, but not limited to, the amount of Data and/or TfL Personal Data affected;
 - (b) immediately take the steps necessary to remedy or protect the integrity of the Services against any such Security Incident;
 - (c) securely collect and preserve evidence, including logs, to support the Security Incident management process described in this Paragraph and share with TfL such evidence via secure channels as requested by TfL;
 - (d) handle any information pertaining to the Security Incident according to the handling requirements for TfL RESTRICTED information defined in TfL's Information Security Classification Standard;
 - (e) promptly escalate the Security Incident to a person or governance forum with a level of seniority within the Service Provider's organisation as TfL may reasonably require;
 - (f) as requested by TfL:
 - (i) provide such information in relation to the Security Incident (including, if necessary, by collating such information from its and its Sub-contractors' systems and the Service Provider Personnel);
 - (ii) provide relevant TfL Personnel with supervised access (or, if the Parties agree, direct access) to any relevant systems, Service Provider Sites and Service Provider Personnel in order to investigate the Security Incident; and
 - (iii) follow TfL's directions in relation to the steps necessary or desirable to remedy or protect the integrity of the Services; and
 - (g) as soon as reasonably practicable develop and provide TfL with a copy of its remediation plan for the Security Incident which sets out full details of the steps taken and to be taken by the Service Provider to:
 - (i) correct, make good, reinstate, replace and remediate all deficiencies and vulnerabilities, loss and/or damage to the Service Assets, Data, and/or Services in connection with the Security Incident; and

(ii) perform or re-perform any security tests or alternative tests relating to the security of the Service Assets and/or Services as appropriate and within the timescales specified by TfL, to assure TfL that the Security Incident has been addressed and its effects mitigated,

provided that any such remediation must be implemented in accordance with this Contract including the TfL Change Management Process and the Variation Procedure. The Service Provider shall fully implement and comply with such remediation plan save to the extent directed by TfL in writing

- 8.5 The Service Provider shall provide a detailed report to TfL within two (2) Working Days of the resolution of the Security Incident, such report to detail:
 - (a) the nature of the Security Incident;
 - (b) the causes and consequences of the Security Incident;
 - (c) the actions undertaken and length of time taken by the Service Provider to resolve the Security Incident; and
 - (d) the actions undertaken by the Service Provider to prevent recurrence of the Security Incident.
- 8.6 If there is a suspected security event up to and including a Security Incident, the Service Provider shall to the extent requested by the TfL CISO (or any duly authorised delegate):
 - (a) provide information in relation to the Services which is relevant collating, if necessary, relevant information from Sub-contractors' systems and the Service Provider Personnel;
 - (b) provide relevant TfL Personnel with supervised access (or, if the Parties agree, direct access) to any relevant systems, Service Provider Sites and Service Provider Personnel in order to investigate the security incident; and
 - (c) follow TfL's directions in relation to the steps necessary or desirable to remedy or protect the integrity of the Services; and
 - (d) work with TfL to identify any lessons learnt which could mitigate any gaps in process, policy or controls.

and TfL shall reimburse the Service Provider's reasonable, demonstrable costs and expenses in relation to the Service Provider's compliance with such request.

9. SECURITY LOGGING AND MONITORING

9.1 The Service Provider shall ensure that the Security Management Plan sets out its monitoring strategy to monitor its own performance of its obligations

under this Schedule. The Service Provider shall update its monitoring strategy as necessary throughout the term of this Contract in response to:

- (a) changes to applicable laws, regulations and standards;
- (b) changes to Good Industry Practice;
- (c) any relevant operational changes or variations and/or associated processes;
- (d) any Security Incident; and
- (e) any reasonable request by TfL.
- 9.2 The monitoring strategy should include, as a minimum, processes for monitoring and logging (as appropriate):
 - (a) networks and host systems to detect attacks originating both on an internal private network or from public networks (e.g. internet);
 - instances of misuse of the Services, Service Provider systems used in the delivery of the Services and access to TfL RESTRICTED Data by TfL Personnel and Service Provider Personnel, including attempts at such misuse;
 - (c) wireless access points to ensure that all wireless networks are secure and no unauthorised access points are available;
 - (d) Malicious Software on: (i) the Service Provider systems used in the delivery of the Services and, (ii) the Services;
 - (e) access to and movement of TFL RESTRICTED Data, including internal access to such Data; and
 - (f) traffic for unusual or malicious incoming and outgoing activity that could be indicative of an attempt or actual attack.
- 9.3 The Service Provider shall ensure that access to system logs and monitoring information is strictly restricted to those Service Provider Personnel who need to access these items to ensure the delivery and integrity of the Services.
- 9.4 The Service Provider shall ensure that any monitoring process complies with the monitoring strategy developed in accordance with Paragraphs 9.1 and 9.2 and all of its legal and regulatory obligations pursuant to Applicable Law.
- 9.5 The Service Provider shall maintain a log of:
 - (a) all instances of Service Provider Personnel accessing Personal Data;
 - (b) all Service Recipient, TfL Personnel and Service Provider Personnel logon attempts, successful and failed, to the Services or any elements of the Service Provider Solution requiring authentication;

- (c) all actions taken by Service Recipients, TfL Personnel or Service Provider Personnel with administrative privileges;
- (d) all instances of accounts being created for Service Recipients, TfL Personnel or Service Provider Personnel and their relevant privileges;
- (e) all records of formal staff induction or certification required by Service Provider Personnel to operate systems and handle TFL RESTRICTED Data (where required);
- (f) all instances of accounts for Service Recipients, TfL Personnel, or Service Provider Personnel being deleted;
- (g) Service Provider Personnel system access group memberships in relation to relevant Service Assets;
- (h) Service Recipient and group privilege changes against each of the system resources;
- (i) unauthorised use of input and output devices and removable media;
- (j) all access to log files and audit systems.
- 9.6 The logs required in 9.5 above must be raw logs, which are provided in a structured text format and the schema for such logs will need to be provided.
- 9.7 The Service Provider shall implement recording mechanisms to identify TfL Personnel and Service Provider Personnel and their actions when cases of misuse are being investigated and shall ensure that any such recording mechanisms are protected against manipulation and disruption.
- 9.8 The Service Provider shall regularly review logs to identify: (i) anomalies; (ii) suspicious activity; and (iii) suspected Security Incidents. The Service Provider shall notify TfL of such findings in accordance with Paragraph 8.2
- 9.9 The Service Provider shall provide copies of any log data collected by the Service Provider during its delivery of the Services (system audit log data) at TfL's request in a human readable electronic format such as commaseparated value or Microsoft Excel.

10. MALICIOUS SOFTWARE

- 10.1 The Service Provider shall throughout the Term, use the latest versions of anti-malware solutions and software available from an industry accepted vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software in the IT Services (or as otherwise agreed by the parties).
- 10.2 Notwithstanding Clause 10.1, if Malicious Software is detected within services provided by the Service Provider, the Service Provider shall ensure the effect of the Malicious Software is mitigated and, particularly if Malicious

- Software causes loss of operational efficiency or loss or corruption of Data, restore the Services to their desired operating efficiency.
- 10.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 10.2 shall be borne by the Parties as follows:
 - (a) by the Service Provider if the Malicious Software originates from the Service Provider Software, the Third Party Software supplied by the Service Provider (except where TfL has waived the obligation set out in Clause 10.11) or TfL Data (whilst TfL Data was under the control of the Service Provider) unless the Service Provider can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by TfL when provided to the Service Provider; and
 - (b) otherwise by TfL.

11. REMOVABLE MEDIA

- 11.1 The Service Provider may only use Removable Media to support its delivery of the Services if it has obtained prior written consent of TfL and has implemented appropriate controls to ensure that the use of any input or output devices and removable media is restricted strictly to that needed to supply and support delivery of the Services.
- 11.2 If removable media is approved for use by TfL, the Service Provider shall ensure that it deploys suitable anti-virus and anti-malware checking solutions to actively scan for the introduction of Malware onto systems and networks through all Data imports and exports from removable media and that the removable media is encrypted to a suitable standard agreed in advance with TfL in writing.
- 11.3 The Service Provider shall report any loss or interception of Data as a result of the use of removable media to TfL in accordance with Clause 8 and TfL reserves the right in such instances to rescind its approval in relation to the Service Provider's continued use of removable media.

12. MOBILE AND HOME WORKING

- 12.1 The Service Provider may only use offer Mobile and Home working to support its delivery of the Services if it has obtained prior written consent of TfL and has implemented appropriate controls to ensure.
- 12.2 If such consent is granted but the Service Provider does not have a home and mobile policy for Service Provider Personnel, TfL's Home and Mobile Working Cyber Security Policy shall apply to the Service Provider and its Service Provider Personnel.
- 12.3 If the Service Provider has a home and mobile working policy in relation to the Service Provider Personnel, the Service Provider shall:
 - (a) ensure through this policy that:

- (i) Data is protected and suitably encrypted in line with Cyber Security Policy (see Annex 5), when stored outside of the Service Provider Premises:
- (ii) Data is protected when accessed, imported or exported through a connection other than one which is accessed at the Service Provider Premises; and
- (iii) Security Incident management plans acknowledge the increased risk posed by home and mobile working such as theft or loss of Data and TfL Data and/or devices; and
- 12.4 The Service Provider shall report any loss or interception of Data or TfL Data as a result of home or mobile working to TfL in accordance with Clause 8.

13. **DISPOSALS**

- 13.1 The Service Provider shall not reuse any Service Asset or Removable Media used in the performance of the Services unless such items have been wiped securely in accordance with a TfL agreed standard.
- 13.2 The Service Provider shall securely dispose of and delete Data from Service Assets used for the delivery of the Services to a TfL agreed standard upon the termination or expiry of this Contract or when such Service Assets are no longer required for the delivery of the Services, whichever is sooner, and documented accordingly.
- 13.3 The Service Provider shall ensure that the disposal of any Service Asset is accurately reflected in the Information Asset Register.

14. SECURITY MANAGEMENT PLAN

- 14.1 The Outline Security Management Plan as at the Effective Date is set out at Annex 1 (Outline Security Management Plan).
- 14.2 The Service Provider shall within fifteen (15) Working Days of the Effective Date submit to TfL for approval, a draft Security Management Plan which a minimum will:
 - (a) set out the security measures to be implemented and maintained by the Service Provider in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure the Services comply with this Schedule;
 - (b) reference and comply with the security requirements set out in Annex 3;
 - (c) state any other cyber security industry standards over and above those set out in this Schedule which are applicable to the Services;

- (d) state all applicable law which relates to the security of the Services; and
- (e) how the Service Provider will comply with any other security requirements TfL may reasonably request from time to time.

When the Security Management Plan is approved by TfL the approved plan will replace the Outline Security Management Plan in Annex 1.

- 14.3 The Service Provider shall review and update the Security Management Plan at least annually and as required in response to:
 - (a) changes to the Cyber Security Standards;
 - (b) emerging changes in Good Industry Practice;
 - (c) any relevant Operational Change or Variation and/or associated processes;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable request by TfL.
- 14.4 The Service Provider shall submit any amendments to the Security Management Plan for Approval by TfL in accordance with the variation procedure set out in this Contract

15. INFORMATION SECURITY MANAGEMENT SYSTEM

- 15.1 The Service Provider shall develop, implement, operate, maintain the ISMS and shall within fifteen (15) Working Days of the Effective Date submit a draft ISMS to TfL to assure. The Service Provider shall ensure that the ISMS includes the Security Incident Management Process, dealing with, among other matters, Security Incident management.
- 15.2 The ISMS shall, unless otherwise specified by TfL in writing, be designed to protect all aspects of:
 - (a) the Services;
 - (b) all processes associated with the delivery of the Services; and
 - (c) TfL Sites, the Service Provider Solution and any information and Data (including TfL Confidential Information and TfL Data) to the extent used by TfL or the Service Provider in connection with this Contract.
- 15.3 The Service Provider shall make any document referenced in the ISMS available to TfL upon request.
- 15.4 If the investigation of a Security Incident reveals weaknesses or flaws in the ISMS, then any change to the ISMS to remedy the weakness or flaw shall be submitted to TfL for approval in accordance with the Variation procedure set

out in this Contract for the avoidance of doubt, if a change needs to be made to the ISMS to address an instance of non-compliance with the Security Management Plan or security requirements, the change to the ISMS shall be at no cost to TfL.

- 15.5 The ISMS will be fully reviewed in accordance with ISO/IEC 27001 by the Service Provider at least annually, or from time to time as agreed with TfL, in response to:
 - (a) changes to Good Industry Practice;
 - (b) any relevant Operational Changes or Variations or proposed Operational Changes or Variations to the Services and/or associated processes;
 - (c) any new perceived or changed security threats; and
 - (d) any reasonable request by TfL.
- 15.6 The Service Provider shall provide the results of such reviews to TfL (together with such related information as TfL may reasonably request) as soon as reasonably practicable after their completion. The results of the review should include, without limitation:
 - (a) suggested improvements to the effectiveness of the ISMS;
 - (b) updates to the risk assessments;
 - (c) proposed modifications to the procedures and controls that affect the ability to respond to events that may impact on the ISMS; and
 - (d) suggested improvements in measuring the effectiveness of controls.

16. COMPLIANCE WITH ISO/IEC 27001

- 16.1 The Service Provider shall obtain certification from a UKAS registered organisation of the ISMS to ISO/IEC 27001 for any aspects of the business that is necessary to support the Services. The Service Provider shall obtain such certification within twelve (12) months of the Effective Date and shall maintain such certification throughout the Term.
- 16.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27001, the Service Provider shall promptly notify TfL of this.
- 16.3 Without prejudice to any other audit rights set out in this Contract TfL may carry out, or appoint an independent auditor to carry out, such regular security audits as may be required in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001.

16.4 If on the basis of evidence provided by such audits, TfL, acting reasonably, considers that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Service Provider, then TfL shall notify the Service Provider of the same and the Service Provider shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such non-compliance as soon as possible, provided that any such remediation must be implemented in accordance with this Contract.

17. APPROVED PRODUCTS

- 17.1 The Service Provider shall ensure that all Service Assets providing security enforcing functionality are certified under the CESG Commercial Product Assurance (CPA) Scheme, to the appropriate grade, as defined with Annex 3 "Security Requirements", provided that relevant certified products are available in the market.
- 17.2 If a product is not assured under the CPA scheme, TfL reserves the right to require bespoke assurance of that product under a recognised scheme such as CESG Tailored Assurance Service (CTAS).

ANNEX 1 – OUTLINE SECURITY MANAGEMENT PLAN/SECURITY MANAGEMENT PLAN



ANNEX 3 – SECURITY REQUIREMENTS

N/A

ANNEX 4 - CONFIGURATION MANAGEMENT OF SERVICE ASSETS

N/A

ANNEX 5 – LIST OF RELEVANT POLICIES

TO BE PROVIDED BY TFL UPON REQUEST

- **Network Security Policy** defines the requirements for securing TfL networks as well as the information and network specific devices on them.
- System Access Control Policy defines the requirements for managing user and system account access to applications and technology such as allowing them to sign in to OneLondon or SAP.
- Cyber Security Incident Management Policy defines how we will handle cyber security incidents and the requirements for reporting and managing those incidents.
- Malware Prevention Policy defines the requirements for helping to prevent malware (malicious software eg computer viruses) from infecting our systems and networks.
- Security Logging, Monitoring and Audit Policy details the requirements for security logging and monitoring of access to our technology and data and the audit capabilities.
- Removable Media Policy details the requirements for using removable media such as USBs, CDs or portable hard drives.
- Home and Mobile Working Cyber Security Policy details the requirements for allowing and supporting secure home and mobile working.
- Third Party Cyber Security Policy defines the rules governing how the security of third party custodians of TfL information, technology and third party connections to TfL systems will be ensured.
- TfL Information Security Classification Standard details the information security classification scheme covering information and records, in all formats, and the minimum requirements for managing such information
- 10 Steps to Cyber Security https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary
- Cyber Essentials Scheme <u>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</u>
- **Security Patching Standard** details the requirements for applying security-related updates ('security patches') in order to help secure TTL systems and applications in line with the secure builds and configurations policy.
- Operations Technology Cyber Security Standard describes the cyber security requirements for operational technology assets throughout their lifecycle