Dated 01 March 2020

LONDON UNDERGROUND LIMITED (1)

and

Hayley Group Limited (2)

FRAMEWORK AGREEMENT
for the supply of GENERAL CONSUMABLE GOODS

CONTRACT REFERENCE NUMBER: TfL 00817

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THIS AGREEMENT is made on 1st March 2020

BETWEEN:

(1) **London Underground Limited**, a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the "**Company**" which expression shall include its successors and assigns); and

(2) **Hayley Group Limited** a company registered in England and Wales under number 01257303 and having its registered office at Shelah Road, Halesowen, West Midlands B63 3XL (the "**Supplier**").

BACKGROUND

(A) The Supplier carries on the business of selling the Goods and goods similar to them.

(B) The Company wishes to buy and the Supplier wishes to supply the Goods on the terms and conditions set out in the Agreement.

(C) This Agreement may be utilised by the Company or any other member of the TfL Group. The Greater London Authority, any of the London boroughs, the Metropolitan Police Service, or any functional body (as defined in the GLA Act) may, if the Supplier so agrees, contract with the Supplier on the terms set out in this Agreement.

THIS DEED WITNESSES as follows:

Definitions and Interpretation

In this Agreement and each Contract the following definitions shall have the following meanings:

"**Abatement**" means a reduction in payment amount due to the Supplier, calculated in accordance with Schedule 10 and pursuant to Schedule 14.

"**Accounting Period**" means the Company's accounting periods as notified from time to time by the Company to the Supplier each such period being of between 25 and 32 days and one of 13 periods during the Company's financial year;

"**Ad Hoc Item**" means Additional Goods or Listed Products to be supplied on a one-off basis and not to be added to the list of Catalogue Items, MRP Items or VMI Items.

"**Additional Goods**" means any goods which the Company requests the Supplier to provide in accordance with the terms of the Agreement and each Contract in addition to those set out in the Specification and other than Listed Products.

"**Aggregated Annual Spend**" means the total of all sums paid by the Company to the Supplier (exclusive of VAT) pursuant to the terms of the Contract annually calculated in accordance with Clause 9.

"**Agreement**" means these terms and conditions, including the Schedules, as amended, varied or supplemented from time to time.

"**Applicable Laws**" means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity), at any time or from time to time in force in the United Kingdom and which are or may become applicable to the Agreement and each Contract, any agreement or document referred to in the Agreement and each Contract, or the Goods.

"**BAFO**" means 'best and final offer'.

"**Catalogue Item**" means the Goods, including Listed Products and Additional Goods, that are to be supplied using the E-Catalogue Solution.

"**Category**" means fixings & fasteners, oils & greases, personal protective equipment, general consumables and tools falling within the categories set out in the RISQS notice dated 23 June 2017.

"**Cessation Plan**" means a plan agreed between the parties or determined by the Company in accordance with Clause 49.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

"**Commencement Date**" means the date specified as such in Schedule 1.

"**Company's Representative**" means the person appointed by the Company as notified to the Supplier from time to time in accordance with Clause 30.

"**CompeteFor**" has the meaning given to that term in Clause 50.

"**Competent Authority**" means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the parties in connection with the performance of the Agreement.

"**Confidential Information**" means any information given orally or in writing which is a trade or business secret or method; technical know how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company's obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

"Consequential Loss" means in relation to a breach of this Agreement or any Contract or other circumstances in which a party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach.

"**Consignment Stock Margin**" has the meaning given to that term in Schedule 2.

"**Contract**" means a contract as defined in Clause 3.1.

"**Contract Year**" means each period of 12 consecutive calendar months starting on the Commencement Date.

"**Contractual Documentation**" means all documentation and information agreed to be delivered by the Supplier in accordance with each Contract and the Agreement including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with each Contract.

"**Contract Information**" means (i) each Contract and the Agreement in its entirety (including from time to time agreed changes to any Contract and/or Agreement) and (ii) data extracted from the invoices submitted pursuant to Clause 9.2 which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

"**Contract Reference Number**" means the number shown on the front page of this Agreement.

"**CPI**" means the Consumer Prices Index published by the Office for National Statistics or, failing such publication or in the event of a fundamental change to the index, such other index as the Parties may agree, or such adjustments to the index as the Parties may agree (in each case with the intention of putting the Parties in a no better or worse position than they would have been had the index not ceased to be published or the relevant fundamental change not been made) or, in the event that no such agreement is reached, as may be determined in accordance with Clause 38.

"**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**" means a declaration of ineffectiveness in relation to any Contract made by a court of competent jurisdiction in accordance with Regulation 98 of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

"**Defect**" means that the Goods or any part of them do not comply with the requirements of any Contract or the Agreement, or are not fit for their intended

purpose, or are of unsatisfactory quality whether in consequence of faulty design, faulty materials, negligence, bad workmanship or in consequence of any other reason attributable to the Supplier or its suppliers or the employees of any of them. For the avoidance of doubt, this shall include damage which occurs during transit from the Supplier to the Company.

"**Delivery Address**" means the address at which the Supplier shall deliver the Goods to the Company and which is set out in the Order or the Agreement or such other destination as may be notified by the Company to the Supplier.

"**Delivery Note**" has the meaning given to that term in Clause 10.6.

"**Dispute**" has the meaning given to that term in Clause 38.1.

"**Documentation**" means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of each Contract and this Agreement and whether in paper form or stored electronically.

"**E-Catalogue Solution**" means the e-catalogue solution described in Schedule 3.

"Excepted Liabilities" means the liability of the Supplier for:

(a) not used;

(b) any abatements for performance levied in accordance with this Agreement or any Contract;

(c) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach or failure to maintain such insurance);

(d) Losses caused by fraudulent acts or acts of a criminal nature; and

(e) Losses caused by the Supplier committing a Prohibited Act or Safety Breach.

"**Excess Costs**" has the meaning given to that term in Clause 17.6.

"**Existing Contracts**" means any and all contracts, whether current, expired or terminated, pursuant to which goods and/or the services have been supplied and/or

provided by the Supplier (in the capacity of contractor or subcontractor) to the Company and/or any other member of the TfL Group.

"**Expected Order Delivery Date**" means the date set out in an Order upon which the Goods or any part of them are to be delivered by the Supplier to the Company.

"**Force Majeure Event**" means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a party affected by such an event or circumstances and which have an adverse effect on the party affected by such an event or circumstances and such party's ability to perform its obligations under the Agreement or any Contract and is not an event or circumstances (i) whose effect the party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under the Agreement or any Contract or (ii) which the party affected by such an event could reasonably have avoided or provided against:

(a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;

(a) civil unrest;

(b) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the Underground Network;

(c) lightning, earthquake or subject to (e) below, extraordinary storm;

(d) fire;

(e) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);

(f) tunnel collapse;

(g) compliance with the provision of sections 118 to 121 of the Railways Act 1993;

(h) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the

combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(i) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and

(j) strikes, lock outs or other industrial action being in each case industry-wide.

"**Goods**" means the goods stated in the Specification as may be added to or varied in accordance with this Agreement, including under Clause 7A, to be supplied by the Supplier and any Additional Goods which the Company has agreed to buy under Clause 7.

"**Greater London**" has the meaning ascribed to it in the GLA Act.

"**Greater London Authority Act**" or "**GLA Act**" means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

"**Infrastructure Manager**" has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

"**Initial Period**" means the number of years from the Commencement Date stated in Schedule 1.

"**Intellectual Property Rights**" means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

"**Interest Rate**" means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1.

"**Key Personnel**" means Supplier Personnel identified as such in Schedule 1 and any changes to the same that are made in accordance with Clause 25.

"**Listed Product**" means any goods of a similar type and nature to Goods in the Specification (but with a minor difference in specification, e.g. size or volume) which, in accordance with Clause 7A of this Agreement, the Company requests the Supplier to provide, or which the Supplier agrees with the Company shall be provided (which, once requested or agreed, shall be Goods).

"**Listed Product Notice**" means the written notice from the Company to the Supplier to supply a Listed Product in accordance with the Listed Product Procedure.

"**Listed Product Procedure**" means the procedure set out in Schedule 5B.

"**Listed Product Proposal**" means the proposal from the Supplier regarding the supply of Listed Products made in accordance with the Listed Product Procedure.

"**London Living Wage**" means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Mayor or any other relevant Competent Authority.

"**Losses**" means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments incurred by the Company, its employees or agents (which, for the avoidance of doubt, shall include a Replacement Employer).

"**Lower Price**" has the meaning given to that term in Clause 9.17.

"Margin" means the percentage margin calculated as follows: ((sale price – supply price) / sale price) x 100, where the sale price is the price of the Goods paid by the Company to the Supplier and the supply price is the price of the Goods paid by the Supplier to its suppliers.

"**Mayor**" means the person from time to time holding the office of Mayor of London as established by the GLA Act.

"**Mobilisation Completion Date**" means the date for completion of all activities in the Mobilisation Plan, as specified in the Mobilisation Plan.

"**Mobilisation Key Personnel**" means Supplier Personnel identified as such in Schedule 1 and any changes to the same that are made in accordance with Clause 25.

"**Mobilisation Fee**" means the fee for mobilisation activities payable in instalments per Accounting Period as set out in Schedule 2.

"**Mobilisation Plan**" means the plan for the mobilisation activities attached to Schedule 13 as updated from time to time in accordance with Clause 4 and Schedule 12.

"**MPS Consumables Contract"** means the contract dated 10 September 2012 between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited and Hayley Group Plc.

"**MRP Item**" means the Goods, including Listed Products and Additional Goods, that are to be supplied using the agreed interface as part of the MRP Order System.

"**MRP Order System**" means the MRP order system as described in Schedule 3.

"**Nominated Representatives**" has the meaning given to that term in Clause 38.2.

"**Notice to Proceed**" has the meaning given to that term in Clause 17.7(b).

"**Notified Sum**" has the meaning given to that term in Clause 9.8.

"**Operator**" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

"**Order**" means an order which:

- in the case of Ordered Items, unless the Parties agree otherwise, is in the form set out in Schedule 4 or such other form, online or otherwise, containing substantially the same information as that contained in Schedule 4; or

- in the case of VMI Items, is deemed to have been placed and entered into when a VMI Item is removed from the VMI Solution by the Company or its authorised officers, contractors or personnel.

"**Order Delivery Date**" means:

- in the case of Ordered Items, the date upon which the Ordered Items or any part of them are actually delivered to the Delivery Address by the Supplier to the Company; or

- in the case of VMI Items, the date upon which the VMI Item is removed from the VMI Solution by the Company or its authorised officers, contractors or personnel.

"**Order Price**" means:

- in the case of Ordered Items, the amount stated to be the "Total price" in the relevant Order; and

- in the case of VMI Items, the price of the VMI Item stated in Schedule 2.

"Ordered Item(s)" means any one or more of Catalogue Items, MRP Items and Ad Hoc Items.

"**Payment Application**" has the meaning given to that term in Clause 9.2.

"**Personal Data**" has the meaning given to it in the Data Protection Legislation

"**Policies**" means the policies set out in Clause 28.3.

"**Prescribed Period**" has the meaning given to that term in Clause 9.9.

"**Processing**" or "**processing**" has the meaning given to it in the Data Protection Legislation.

"**Prohibited Act**" means:

(a) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:

    (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Agreement or any Contract or any other contract with the Company; or

    (ii) for showing or not showing favour or disfavour to any person in relation to the Agreement or any Contract or any other contract with the Company; or

(b) entering into the Agreement or any Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before such Contracts were entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or

(c) committing an offence:

(i) under the Bribery Act 2010;

(iii) under legislation creating offences in respect of fraudulent acts; or

(iv) at common law in respect of fraudulent acts,

in relation to the Agreement or any Contract or any other contract with the Company; or

(d) defrauding or attempting to defraud the Company.

"**Public Procurement Termination Event**" means:

(a) the Agreement or any Contract has been subject to any substantial modification which would require a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 or Regulation 88(8) of the Utilities Contracts Regulations 2016; or

(b) if the Company determines that the Agreement or any Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations contained under the EU Treaties and applicable procurement Regulations.

"**Quality and Safety Plan**" means the Supplier's quality and safety plan set out in Schedule 6 as amended from time to time.

"**QUENSH**" has the meaning given to it in Schedule 6.

"**Quoted Price**" means the quotation provided by the Supplier for supplying a Listed Product in accordance with the Listed Product Procedure.

"**Regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

"**Rejected Goods**" has the meaning given to that term in Clause 14.2.

"**Rejection Notice**" has the meaning given to that term in Clause 14.2.

“**Responsible Procurement Policy**” means the policy document entitled the "GLA Group Responsible Procurement Policy" dated March 2006, updated in January 2008 and as may be amended.

"**Safety Breach**" means a material breach of any obligation under any Contract or the Agreement caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the Underground Network or the safety of the Company's customers, staff or any other person.

“**Safety Critical**” in relation to the Goods, means those Goods stated to be safety critical in the Specification or as notified by the Company to the Supplier from time to time.

“**SAP”** means the enterprise resource planning (ERP) and management system used by the Company for the processing and management of Ordered Items, as may be replaced or updated from time to time and notified to the Supplier by the Company.

“**Specification**” means the description of the Goods set out in Schedule 3 to be provided by the Supplier in accordance with the Agreement, together with the arrangements and requirements in relation to their supply under the Agreement and any Contract.

“**Standards”** means the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to supply the Goods in accordance with good industry practice. A full set of current Standards is available for the Supplier’s use on-line at the LU Standards e-library or as notified to the Supplier.

“**Supplier Personnel**” means all employees, agents or consultants of the Supplier and the Supplier’s subcontractors from time to time.

“**Supplier’s Representative**” means the person appointed by the Supplier as notified to the Company from time to time in accordance with Clause 30.

“**Supply Commencement Date**” means the date of first supply of Goods following completion of the first stage of mobilisation activities as set out in the Mobilisation Plan.

“**Term**” means the period specified as such in Schedule 1 to this Agreement.

"**TfL**" or "**Transport for London**" means Transport for London, a statutory body set up by the Greater London Authority Act.

"**TfL Group**" means Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any "**member of the TfL Group**" refers to TfL or any such subsidiary.

"**Transparency Commitment**" means the Company's commitment to publish its contracts, tender documents, and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Company's own published transparency commitments.

"**Underground Network**" means the stations and depots (wherever situate), assets, systems, track and other buildings which are used in the maintenance and provision of the underground service known as "London Underground".

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto, or in any primary or secondary legislation promulgated by the European Union or any official body or agency of the European Union, and any similar sales, consumption or turnover tax replacing or introduced in addition to the foregoing.

"**Variation Order**" means the written authorisation from the Company to a Variation Proposal in accordance with the Variation Procedure.

"**Variation Procedure**" means the procedure set out in Schedule 5A.

"**Variation Proposal**" means the written proposal put by the Company or the Supplier to vary any Contract and/or this Agreement in accordance with the Variation Procedure in substantially the form set out in Appendix 1 to Schedule 5A.

"**VMI Infrastructure Charge**" means the amount payable per Accounting Period for the VMI infrastructure specified as such in Schedule 2.

"**VMI Items**" means the Goods, including Listed Products and Additional Goods, to be supplied using the VMI Solution (but not including any items supplied previously, whether by the Supplier or another supplier, that are stored in the VMI Solution from time to time).

"**VMI Restocking Charge**" means [the amount payable per Accounting Period for ensuring the required stock levels of VMI Items (including monitoring stock levels and replenishing as necessary).

"**VMI Solution**" means the vendor managed inventory solution described in Schedule 3.

"**Warranty Period**" the period specified as such in Schedule 1.

"**Working Day**" means any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday.

1.2 The headings in the Agreement and each Contract are only for convenience and shall not affect its interpretation.

1.3 Where appropriate, the singular includes the plural and vice versa.

1.4 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to, the Agreement and each Contract and references to the Agreement and each Contract include its recitals and Schedules.

1.5 References to (or to any specified provision of) the Agreement and each Contract or any other document shall be construed as references to the Agreement and each Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of the Agreement and each Contract.

1.6 Reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.

1.7 References to the "**Company**" shall include its successors, transferees and assignees.

1.8 References to a person, firm or company includes any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.

1.9 In the event that a conflict, ambiguity or inconsistency exists between the documents comprising the Agreement and each Contract, the order of priority for the purpose of construction in descending order is:

(a) the Clauses of the Agreement and each Contract;

(b) the Schedules to the Agreement and each Contract (equal priority but subject to Clause 1.10); and

(c) any other document referred to in, or incorporated by reference into, the Agreement and each Contract.

1.10 The documents that make up the Schedules shall be taken as being mutually explanatory of one another. In the event of any conflict between any provision of the clauses of the Agreement and each Contract and a provision of any other Schedule then the clauses of the Agreement and each Contract will take precedence except where the conflicting part of the other Schedule is explicitly expressed to take precedence over any specific part of the Clauses of the Agreement and each Contract.

2 Duration and Option to Extend

2.1 The Agreement shall commence on the Commencement Date and continue in force for the Term unless terminated earlier in accordance with this Agreement and subject to Clauses 2.3 and 2.4.

2.2 Expiry or termination of the Agreement shall not, in and of itself give rise to an expiry or termination of any Contract and each Contract shall continue for the term set out in the relevant Contract.

2.3 The Company shall, at its own discretion, be entitled at any time prior to the expiry of the Term to inform the Supplier of its intention to extend the Term of the Agreement by a period of up to 4 (four) years. The provisions of the Agreement shall continue to apply mutatis mutandis to any such extension of the Term (other than this Clause 2.3 containing the option to extend). On receipt of such notice from the Company by the Supplier, the Agreement shall be deemed extended accordingly.

2.4 The obligation of the Supplier to comply with Schedule 13 shall take effect on the Commencement Date, together with all other terms of this Agreement other than the obligation of the Supplier to supply the Goods which shall take effect on the Supply Commencement Date and (save in the event of earlier termination) shall continue for the Term (as may be extended under Clause 2.3).

3 Supplier's Primary Obligations

3.1 The Supplier shall supply the Goods to the Company in accordance with:

(a) the terms set out in the Agreement (including the Schedules); and

(b) the terms of the Orders which may from time to time be entered into by the Company and the Supplier,

each Order together with the terms of the Agreement comprising a separate and distinct contract and herein referred to as a "**Contract**".

3.2 When Goods are required by the Company, the Company shall give the Supplier an Order for the goods to be delivered and each Order so given shall be final, unless varied in accordance with the Variation Procedure.

3.2A The Company shall notify the Supplier which Goods are to be supplied as Catalogue Items, MRP Items and/or VMI Items and the locations to which the Goods are to be supplied. The Supplier acknowledges that the same type of Good may be required to be supplied to different locations by different methods and agrees that the Company may change the method of supply for any Good at any time by giving reasonable notice to the Supplier.

3.3 The Supplier shall ensure and warrants to the Company that the Goods and their supply under this Agreement and each Contract will:

(a) conform in all respects with the Specification and the provisions of each Contract including, without limitation, specifications as to quantity, quality and description; be of satisfactory quality and fit for the purpose for which they are intended;

(b) comply with all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the Underground Network);

(c) comply with all Standards and any additional standards listed in Schedule 1 or in the Specification;

(d) comply with the requirements of the Company set out in each Contract and the Agreement and all lawful and reasonable directions of the Company;

(e) have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials, goods and equipment.

3.3A The Supplier shall ensure and warrants to the Company that the VMI Solution used for supplying the VMI Items will:

(a) conform in all respects with the Specification and the provisions of each Contract including, without limitation, specifications as to quality and description be of satisfactory quality and fit for the purpose for which it is intended;

(b) comply with all Standards and any additional standards listed in Schedule 1 or in the Specification; and

(c) comply with the requirements of the Company set out in the Agreement and each Contract and all lawful and reasonable directions of the Company.

3.4 The Supplier shall be fully responsible for the management of obsolescence in the Goods (including Additional Goods), together with the VMI Solution, E-Catalogue Solution and MRP Order System, throughout the Term in accordance with the requirements set out in the Specification.

3.5 The Supplier warrants and undertakes that the Supplier has entered into and executed this Agreement and any Contract by the Supplier's duly authorised representative in accordance with all procedures required by its governing laws and contractual documents.

3.6 The Supplier warrants to the Company that, as at the date of this Agreement and each Contract, it has not been in any of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with those Regulations or Regulation 80(2) of the Utilities Contracts Regulations 2016.

3.7 The Supplier shall perform its obligations under each Contract and the Agreement in accordance with the requirements of BS EN ISO 9000/9001 and ISO 14000 series as appropriate to the supply of Goods and the Quality and Safety Plan any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company.

3.8 It shall be the responsibility of the Supplier to obtain, at its cost, all necessary approvals, licences, permits and consents in relation to the Goods, their delivery and their means of supply, including, but not limited to, those required by any Applicable Laws and Standards.

3.9 Unless otherwise stated in any Contract, the Supplier shall provide all equipment, support services and other facilities necessary for the performance of its obligations

under each Contract and the Agreement (including in relation to monitoring stock levels of VMI Items and replenishing as required) and the obligations and standards in this Agreement shall apply to all equipment, support services and facilities.

3.10 For the avoidance of doubt, neither a communication from the Company nor the review or acceptance of the Goods waives limits or amends in any way any warranties, liabilities or responsibilities of the Supplier under this Agreement or any Contract.

3.11 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant documents or information accordingly.

3.12 The Supplier warrants to the Company that it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-licence) of all and any Intellectual Property Rights as contemplated in this Agreement.

3.13 The Supplier shall train at the sole cost of the Supplier any of the Company's employees, TfL employees and any of their contractors or agents as required by the Company in accordance with the Specification.

3.14 Design

(a) The Supplier shall carry out his design in accordance with the Specification and the terms of the Agreement.

(b) The Supplier shall submit the particulars of his design which the Specification requires or as may be required by the Company in relation to any Additional Goods or Listed Products (before amendments have been made to the Specification in this regard) to the Company's Representative for acceptance. The Supplier shall not proceed with the supply of Goods until the Company's Representative has accepted his design. Reasons for not accepting the Supplier's design shall include (without limitation):

(i) it does not comply with the Specification, if applicable, or any other part of the Agreement;

(ii) it does not comply with Applicable Laws and Standards;

(iii) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to supply the Goods;

(iv) it is not in a format which is accepted for use by the Company's Representative.

(c) The Supplier shall not be entitled to any changes to the Order Price or Expected Order Delivery Date by reason of anything in this Clause 3.14.

(d) The Supplier may submit his design for acceptance in parts if the design of each part can be assessed fully.

(e) The Supplier in designing and specifying the Goods and the ordering interfaces and VMI Solution which he is required to design and specify, warrants, undertakes and represents to the Company that the design:

(i) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Agreement and each Contract (including in relation to any Additional Goods of any type);

(ii) complies with all Applicable Laws and Standards;

(iii) is fit for the purpose defined in the Specification.

The Supplier accepts entire responsibility for the design and specification of the Goods and the ordering interfaces and VMI Solution which he is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between his design and specification of the Goods and the documents which are part of the Agreement.

3.15 The Supplier shall ensure that the list of Catalogue Items on SAP is kept up to date at all times and shall ensure that, where any Additional Goods or Listed Products are added to the Agreement under Clauses 7 or 7A respectively, the lists of Catalogue Items is promptly updated (and within 24 hours in any event).

3A Mobilisation

3A.1 The Supplier shall carry out the activities in the Mobilisation Plan in a timely and efficient manner such that supply of Goods under and in accordance with this Agreement and any Contracts can commence no later than the applicable dates set out in the Mobilisation Plan.

3A.2 The Supplier shall comply with its obligations set out in Schedule 13.

4 Contract Management, Reporting and Efficiency

4.1 The Supplier shall attend contract review meetings in accordance with Schedule 12.

4.2 The Supplier shall provide the plans and reports required under Schedule 12.

4.3 The Supplier shall comply with its obligations under Schedule 14.

5 Records and Audit

5.1 The Supplier shall, and shall procure that its subcontractors shall, maintain a true and correct set of records including personnel records relating to all aspects of their performance of the Agreement and each Contract and all transactions related to the Agreement and each Contract. For the avoidance of doubt, such records shall include but are not limited to:

(a) all necessary information for the evaluation of claims or variations;

(b) management accounts, information from management information systems and any other management records;

(c) accounting records (in hard copy as well as computer readable data);

(d) subcontract files (including proposals of successful and unsuccessful bidders, bids, rebids etc.);

(e) original estimates;

(f) the cost of the Goods to the Supplier, details of the margin the Supplier charges on top of this cost and information on any discounts or reimbursements it receives from its suppliers;

(g) correspondence;

(h) variation and claims files (including documentation covering negotiated settlements);

(i) general ledger entries detailing cash and trade discounts and rebates;

(j) commitments (agreements and leases) greater than £5,000;

(k) detailed inspection records; and

(l) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Company.

5.2 The Supplier agrees, and shall procure that its subcontractors agree, to retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance under the Agreement and each Contract. In the absence of specific instructions as to the method of storage, the Supplier shall retain his records in an orderly and logical fashion.

5.3 The Company and its authorised representatives and any party legally authorised to inspect any part of the Underground Network shall have the right to inspect and audit any of the records referred to in Clause 5.1 at any time during the period referred to in Clause 5.2.

5.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

(a) granting or procuring the grant of access to any premises used in performance of each Contract or the Agreement, whether the Supplier's own premises or otherwise;

(b) granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under each Contract or the Agreement, wherever situated and whether the Supplier's own equipment or otherwise;

(c) making any contracts and other documents and records required to be maintained under each Contract or the Agreement available for inspection;

(d) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies; and

(e) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of each Contract or the Agreement.

5.5 The Supplier shall maintain an effective and economical programme for monitoring and maintaining product quality, planned and developed in conjunction with any other functions of the Supplier necessary to satisfy each Contract's requirements.

5.6 The Supplier shall permit the Company's authorised representatives, access and facilities (as required and when notified) for the purpose of systems and product quality audits including but not limited to access to documentation showing results of testing and inspection, certificates of conformance and safety-related documents. The Supplier shall provide the Company with a copy of any or all of the records listed in Clause 5.1, free of charge within thirty (30) days of the Company's request for the same.

5.7 The Supplier shall and shall ensure that any sub-contractor or sub-supplier shall ensure that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to data during the audit undertaken pursuant to the Agreement and any Contract.

6 Company's Obligations

6.1 The Company shall pay the Supplier the Order Price for the Goods, the VMI Infrastructure Charge, the Mobilisation Fee and the VMI Restocking Charge in accordance with the terms of the relevant Contract and the Agreement.

6.2 Payment of the Order Price or any other amounts shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under the relevant Contract or the Agreement properly.

6.3 The Agreement is not an exclusive arrangement and nothing in the Agreement or any Contract operates to prevent the Company from engaging any other organisation or person to supply goods similar to or the same as the Goods.

7 Additional Goods

7.1 The Company may, at any time during the term of this Agreement, request the Supplier to provide a quotation for the supply of Additional Goods in accordance with the Variation Procedure. If a Variation Order is made in respect of such Additional Goods, this Agreement (and, if applicable, any Contract) shall be amended to include such Additional Goods Schedule 2 and Appendix 1 to Schedule 3, the Contract Materials Data Sheet, shall be amended accordingly, save in the case of Ad Hoc Items.

7A Listed Products

7A.1 The Company may, at any time during the Term of this Agreement, request the Supplier to provide a Listed Product Proposal for the supply of Listed Products in accordance with the Listed Product Procedure. If the Company issues an Listed Product Notice in respect of any Listed Products, this Agreement (and, if applicable, any Contract) shall be deemed to be amended to include such Listed Products and Schedule 2 and Appendix 1 to Schedule 3, the Contract Materials Data Sheet, shall be amended accordingly, save in the case of Ad Hoc Items.

8 Variation

8.1 Unless the parties agree otherwise in writing and as contemplated by Clause 7A, any variation to the Agreement or any Contract shall be made under the Variation Procedure.

8.2 The Supplier shall not proceed to implement any variation unless a Variation Order has been entered into in respect of such variation.

9 Price and Payment

9.1 The prices for the Goods shall be the Order Price set out in the Order using the rates and prices set out in Schedule 2 and shall be inclusive of costs of packaging, carriage and insurance. The prices for the Goods in this Agreement or in respect of any Order shall only be changed in accordance with the Variation Procedure, Clause 2.5 and Clause 9.1A.

9.1A Prior to commencement of Contract Year 3 and each Contract Year thereafter, the Company and the Supplier shall meet to discuss pricing for the next Contract Year twelve (12) weeks before the anniversary of each Contract Year. The price of any Goods may increase or decrease subject to a maximum increase reflecting the CPI for the

month before the month in which the relevant Contract Year commences. This clause is without prejudice to other relevant provisions in this Agreement, including Clause 9.16, Clause 9.17 and Schedule 14.

9.2 The Supplier shall submit an application for payment to the Company's Representative:

(a) for the Goods, after the Order Delivery Date of such Goods; and

(b) for the VMI Infrastructure Charge. VMI Restocking Charge and Mobilisation Fee, following the end of each Accounting Period,

(a "**Payment Application**").

9.3 Each Payment Application shall specify the sum that the Supplier considers will become due on the payment due date and the basis upon which that sum is calculated. The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative to assess and verify the Payment Application.

9.4 Save as set out in Clause 9.19, the Supplier shall be solely liable for all costs associated with implementing and providing the ordering interfaces and VMI Solution. The Order Price shall be based only on the prices set out in Schedule 2 and no adjustment shall be made for costs associated with ordering interfaces and the VMI Solution.

9.5 The Company's Representative shall assess and verify the Payment Application in a timely manner. The Company's Representative shall notify the Supplier in writing not later than seven (7) days after the date of receiving the Payment Application of:

(a) the amount (if any) the Company's Representative considers to be due at the payment due date (which amount shall be net of any discount to which the Company is entitled); and

(b) the basis on which the amount was calculated,

a "**Payment Certification**". It is immaterial for the purposes of this Clause 9.5 that the amounts referred to in Clauses 9.5(a) or 9.5(b) may be zero. Where the Company fails to comply with its obligations under this Clause 9.5 and there is an undue delay in assessing and verifying the Payment Application, the Payment Certification shall be regarded as issued for the purposes of Clause 9.8 after a reasonable time has passed.

9.6 Within six (6) days of receipt of a Payment Certification the Supplier shall issue a VAT invoice for the amount stated in that Payment Certification to the Company.

9.7 The final date for payment ("**Final Date for Payment**") shall be ten (10) days after the date on which the Company's Representative received the applicable VAT invoice.

9.8 Subject to Clause 9.9 and any Abatements applied, the Company shall pay the Supplier the sum referred to in the Company's Representative's Payment Certification pursuant to Clause 9.5 (the "**Notified Sum**") on or before the Final Date for Payment.

9.9 If the Company intends to pay less than the Notified Sum the Company or the Company's Representative (as the case may be) should notify the Supplier in writing not later than one (1) day (the "**Prescribed Period**") prior to the Final Date for Payment of:

(a) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or

(b) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 9.9 that the amounts referred to in Clause 9.9(a) or Clause 9.9(b) may be zero. The Company may specify any applicable Abatements in such notice. Where a notice is given under this Clause 9.9, the Company's obligation to pay the Notified Sum under Clause 9.8 applies only in respect of the sum specified pursuant to this Clause 9.9.

9.10 NOT USED

9.11 The Order Price shall be fixed and inclusive of all expenses and disbursements including, but not limited to, the costs incurred in delivering the Goods to the Delivery Address. The Order Price for the Goods shall only be changed in accordance with the Variation Procedure.

9.12 The Order Price, Mobilisation Fee, VMI Infrastructure Charge and VMI Restocking Charge shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Payment Application and will be shown as a separate item on all such Payment Applications or VAT invoices.

9.13 In addition to any other rights of the Company whether at law or equity under this Agreement or any Contract, whenever under or arising out of this Agreement or any Contract between the Company and the Supplier:

(a) any sum of money is recoverable from or payable by the Supplier; or

(b) any Losses are reasonably and properly owed to, or incurred by, the Company, or any member of the TfL Group

then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Agreement or any Contract.

9.14 Payment Applications shall be submitted:

(a) in the case of Ordered Items, separately for each Contract and all such Payment Applications shall clearly show the Contract Reference Number, the Order number (as indicated on the relevant Order), the date of the Order, the Order Price and any associated Variation Order;

(b) in the case of VMI Items, per Accounting Period and all such Payment Applications shall clearly show the aggregate Order Price of VMI Items delivered in the given Accounting Period and the basis on which this is calculated; and

(c) in the case of the VMI Infrastructure Charge, the Mobilisation Fee and VMI Restocking Charge, per Accounting Period and all such Payment Applications shall clearly show the basis on which the amount was calculated by reference to Schedule 2,

each submitted together with supporting documentary information to the Company's Representative for all Payment Applications submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such Payment Applications and in any event the Supplier shall provide any su1ch information as is reasonably required by the Company.

9.15 All sums payable to the Company by the Supplier under each Contract and any applicable Abatement shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

9.16 The Supplier agrees that if at any time during the Term it supplies any Goods to a comparable customer for less than the Order Price, it shall reduce the relevant rates and

prices to match the lower price for so long as the lower price is available (but for no longer) and shall refund the Company the difference between the Order Price and the lower price in respect of its purchases of the Goods after the Supplier began charging the lower price. For the purposes of this Clause 9.16, 'comparable' means a customer that purchases products in substantially similar volumes as the Company on broadly similar terms and conditions.

9.17 If the Company identifies any Goods, or products equivalent to any Goods, available at a price lower than the price in this Agreement (the "**Lower Price**"), the Company may notify the Supplier (with details of the relevant Good, the equivalent and the Lower Price). The Supplier shall respond to the Company within two weeks stating whether or not it agrees to reduce the price of the Good to match such Lower Price (and, if the Supplier agrees, Schedule 2 shall be amended accordingly from the date of the response). If the Supplier does not agree to reduce the price, or fails to respond to the Company's notice within two weeks, the Company may require the Supplier's Representative to meet with the Company's Representative to discuss..

9.18 No payment made by the Company will indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods delivered or of any act or omission of the Supplier or will absolve the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Agreement and any Contract or otherwise.

9.19 The Company shall pay the Supplier the Mobilisation Fee the VMI Infrastructure Charge, and the VMI Restocking Charge each Accounting Period in accordance with the terms set out in this Clause 9:

(a) in the case of the Mobilisation Fee, after completion of the activities in the Mobilisation Plan and during the Initial Period only;

(b) in the case of the VMI Infrastructure Charge, during the Initial Period only; and

in the case of the VMI Restocking Charge, for the duration of the Term.

save that, where the Commencement Date falls during an Accounting Period or the Contract is terminated or expires during an Accounting Period, the Company shall pay the Supplier any applicable pro-rated amount of the Mobilisation Fee and/or VMI Infrastructure Charge in addition to any amounts payable under Clause 17.6A.

9.20 Any amount payable to the Company pursuant to Schedule 14 may be, at the Company's option, deducted as an Abatement from any amounts due to the Supplier or invoiced to the Supplier (and payable within 30 days of the date of invoice issue).

10 Delivery and Access

10.1 The Goods shall be delivered by the Supplier to the Company:

(a) for Ordered Items, on the Expected Order Delivery Date and on the times stated in the relevant Order; and

(b) for VMI Items, as required to maintain the minimum stock levels in accordance with Clause 10A;

in accordance with this Agreement, including Schedule 3, and at the relevant Delivery Address. The Supplier shall be responsible for, and shall comply with all reasonable instructions of the Company with regard to, the unloading of the Goods at the Delivery Address. The Company shall be under no obligation to accept partial delivery of an Order.

10.2 The time of delivery of the Goods shall be of the essence in respect of each Contract which specifies an Expected Order Delivery Date.

10.3 The Supplier shall deliver all Catalogue Items and MRP Items no later than 24 hours after the time the Order is placed.

10.4 Not used

10.5 The Goods shall be properly packed and secured in such a manner as to reach the Delivery Address in good condition and otherwise in a condition which fully complies with the requirements of each Contract and the Agreement.

10.6 In respect of Ordered Items, the Supplier shall provide a detailed delivery note stating the relevant Contract Reference Number, Order number (given on the relevant Order) and giving full particulars of the Goods to be supplied (the "**Delivery Note**"). A copy of the Delivery Note shall be delivered with the Goods and be sent by facsimile to the Company on the Order Delivery Date in accordance with Clause 37.

10.7 If for any reason the Company is unable to accept delivery of the Goods on or after the Expected Order Delivery Date, the Supplier shall store the Goods, safeguard them and

take all reasonable steps to prevent their deterioration until the Order Delivery Date, and the Company shall be liable to the Supplier for the reasonable cost (including insurance) of its so doing.

10.8 Not used

10.9 The Supplier will not, and will ensure that neither its subcontractors, suppliers nor any other person will have, a lien, charge or encumbrance on or over any of the Goods which are vested in the Company under Clause 13.2 for any sum due to the Supplier or its subcontractors, suppliers or other persons and the Supplier shall take all reasonable steps as may be necessary to ensure that the title of the Company and the exclusion of any such lien charge or encumbrance are brought to the notice of subcontractors and other persons dealing with any such Goods.

10.10 The Company shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered or of quantities needed to fill the VMI Solution. If the Company elects not to accept such over-delivered Goods it shall be entitled to give notice in writing to the Supplier to remove them. Within 7 days of receipt by the Supplier of such notice the Supplier shall remove the excess and refund to the Company any expenses incurred by the Company as a result of such over-delivery (including but not limited to the costs of moving and storing them) failing which the Company shall be entitled to dispose of such Goods and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by the Company, as appropriate

10.11 Notwithstanding Clause 10.6 the Company may revise the Delivery Note by providing the Supplier with not less than one (1) days' notice of the revised Delivery Date (the "**Revised Delivery Note**").

10.12 The Company shall allow the Supplier access to the Underground Network or any part thereof if required to comply with its obligations under the Contract and this Agreement as required, on terms agreed or otherwise notified by the Company. The Company may exclude the Supplier at any time at its sole discretion. Access shall not be exclusive to the Supplier but shall be limited to such Supplier Personnel and Supplier's subcontractors as are necessary to enable the supply and the performance of the Contract and this Agreement concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Company may reasonably require.

10.13 Where any access to the Underground Network is necessary in connection with performance of the Supplier's obligations under the Contract or this Agreement, the Supplier and the Supplier's sub-contractors shall at all times comply with the policies, procedures and directions of the Company.

10A Minimum Stock Levels

10A.1 The Supplier shall ensure sufficient stock levels of all VMI Items are maintained in the VMI Solution at all times and shall ensure that no VMI Item at any location reaches nil-stock at any time.

10A.2 The Supplier shall comply with any minimum stock holding requirement in the Specification. At any time during the Term (including the period leading up to expiry or other termination), the Company may, acting reasonably (and with regard to the Company's operational needs together with the supply market and lead times for any particular Goods), specify a minimum stock holding for any Goods, and the Supplier shall maintain that stock holding of such Goods for the remainder of the Term or until the Company notifies the Supplier otherwise.

11 Supplier Performance

11.1 Every Accounting Period following the Supply Commencement Date, the Company assesses the Supplier's performance under the Agreement and each Contract in accordance with Schedule 10.

11.2 The Company shall have the right to:

(a) abate the Supplier for failure to meet the key performance indicators stated in Schedule 10; and

(b) use the escalation process stated in Schedule 10 to rectify any unsatisfactory performance by the Supplier in its performance of the Agreement and any Contract or any failure by the Supplier to meet the performance standards set out in Schedule 10.

12 Failure to Supply

12.1 Without prejudice to any other right or remedy of the Company under this Agreement and each Contract, and its rights under Clause 17, if the Supplier fails to supply the

Goods or any part to the Company's satisfaction the Company may give the Supplier at least seven (7) days' notice in writing (except in an emergency when no notice need be given) requiring the Supplier to remedy such failure. If the Supplier fails to comply with the requirements of the Company specified in such notice the Company shall be entitled to perform or procure the supply of the Goods or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 12 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract or the Agreement.

12.2 For the purposes of Clause 12.1 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract or the Agreement as may be required by the Company to exercise its rights under Clause 12.1 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under Clause 12.1.

13 Risk and Ownership

13.1 Risk of damage to, or loss of, the Goods shall pass to the Company

(a) in the case of Ordered Items, upon counter-signature by the Company of the Delivery Note; and

(b) in the case of VMI Items, when removed from the VMI Solution by the Company or its authorised officers, contractors or personnel.

If the Company serves a Rejection Notice under Clause 14.2, risk of damage to and loss of the Goods shall pass to the Supplier on the earlier of the date that the Supplier removes the Goods from the Delivery Address (or such other address as the Company shall specify under Clause 14.3) or the date falling three (3) days after the receipt by the Supplier of the Rejection Notice.

13.2 The Supplier shall, without further act, pass title to the Goods, with full title guarantee to the Company, upon the applicable Order Delivery Date.

14 Inspection and Testing of the Goods

14.1 Following delivery by the Supplier to the Company of any Goods the Company may at its discretion inspect any Goods.

14.2 If, following the inspection referred to in Clause 14.1, the Goods do not comply with the terms of the relevant Contract or the Agreement, including but not limited to, conforming to the Specification and being fit for the purpose for which they are intended, without prejudice to any rights or remedies the Company may have against the Supplier, whether under the relevant Contract, the Agreement or otherwise, the Company may by notice in writing (the "**Rejection Notice**") to the Supplier reject all or any part of the Goods (the "**Rejected Goods**").

14.3 The Rejection Notice shall specify the reason for the rejection of the Rejected Goods. Within seven (7) days of receipt of the Rejection Notice, the Supplier shall remove such Rejected Goods at its risk and expense from the Delivery Address or such other address as the Company shall specify in the Rejection Notice and shall at the Company's option:

(a) replace such Rejected Goods with Goods which conform in all respects with the relevant Contract within five (5) Working Days; or

(b) if an application for payment has been submitted or payment made for the Rejected Goods, issue a credit note in respect of that application or refund the payment (as applicable); and

(c) pay the Company's Losses resulting from the Supplier's delivery of Goods that were not in conformity with the terms of the relevant Contract and the Agreement.

14.4 The Company's rights and remedies under this Clause 14 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the relevant Contract by the Sale of Goods Act 1979.

14.5 If the Supplier fails to promptly replace Rejected Goods in accordance with Clause 14.3(a), the Company may, without affecting its rights under Clause 14.3(c), obtain substitute goods from a third party supplier, or have the Rejected Goods repaired by a third party, and the Supplier shall promptly reimburse the Company for the costs it incurs in doing so.

14.6 The Goods shall conform in all respects with any sample approved by the Company and in the absence of a sample; all the Goods provided shall be within the normal limits of industrial quality.

14.7 All Goods may be subject from time to time to such tests as may be provided for in the Specification or as the Company's Representative may consider necessary to ensure that the Goods are in accordance with a Contract and the Agreement, including but not limited to, conforming to the Specification and being fit for the purpose for which they are intended.

14.8 Testing may take place at the place of manufacture or fabrication or at any other place as may be specified in the Specification or approved by the Company's Representative.

14.9 The Supplier shall provide the Company's Representative with copies of all test results and inspection certificates which it obtains in connection with the tests and inspections referred to in this Clause 14.

14.10 The costs of any test ordered by the Company's Representative which are not provided for in the Specification shall be borne by the Company unless the tests show that the Goods are not in accordance with this Contract and the Agreement. The costs of any test whether ordered by the Company's Representative or otherwise which are provided for in the Specification shall be borne by the Supplier.

14.11 The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 14.

14A NOT USED

15 Warranty

15.1 Without prejudice to any rights or remedies the Company may have against the Supplier whether under each Contract, the Agreement or otherwise, the Supplier shall without delay, upon a request by the Company to do so, replace or (at the Company's option) repair all Goods in which a Defect has occurred or is likely to occur in the reasonable opinion of the Company, provided that such request is made during the Warranty Period. Any replacement Goods shall comply in all respects with the terms of the relevant Contract and this Agreement and shall conform to the Specification and shall be fit for the purpose for which they are intended.

15.2 For the avoidance of doubt, where Goods are replaced or repaired in accordance with this Clause 15, such repaired Goods or replacement Goods shall be re-delivered to the Company in accordance with the terms of the relevant Contract and the Agreement and the provisions of Clauses 10, 13 and 14 shall apply to such re-delivered Goods. The Warranty Period for these purposes shall commence:

(a) in the case of Ordered Items, on the date that the Supplier delivers the Goods in accordance with Clause 10 or, where applicable, re-delivers the Goods in accordance with this Clause 15; and

(b) in the case of VMI Items, on the date upon which the VMI Item is removed from the VMI Solution by the Company or its authorised officers, contractors or personnel.

15.3 The Supplier shall use all reasonable endeavours to procure for the Company the benefit of such warranties and other rights as are conferred on the Supplier in relation to Defects in such part or parts of the Goods which are not manufactured by the Supplier.

16 Intellectual Property Rights

16.1 *Existing Contracts*

The Agreement is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

16.2 *Vesting of Intellectual Property Rights created under this Agreement or any Contract*

All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, the Agreement and each Contract shall vest in the Company. The Supplier shall procure that each of its subcontractors (of any tier) or other third party shall assign such Intellectual Property Rights to the Company.

16.3 *Ownership of the Supplier's Intellectual Property Rights*

Without prejudice to Clause 16.2, all Intellectual Property Rights owned by the Supplier or its subcontractors (of any tier) or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 16.2 shall remain or be vested in the Supplier, its subcontractors (of any tier) or other third party (as the case may be).

16.4 *Company's Licence to use the Supplier's Intellectual Property Rights*

The Company shall have and the Supplier hereby grants and procures that its subcontractors (of any tier) or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-licence such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 16.3 for the purposes of:

(a) understanding the Goods;

(b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Goods;

(c) extending, interfacing with, integrating with, connecting into and adjusting the Goods;

(d) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the Underground Network;

(e) executing and completing the provision of the Goods; and

(f) enabling the Company to perform its function and duties as Infrastructure Manager and Operator of the Underground Network.

16.5 *Provision of Supporting Documentation and Other Materials*

The Supplier shall:

(a) promptly, and in any event by no later than such date as the Company may notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or subcontractor's (of any tier) or other third party's possession or control (or which ought reasonably to be in the Supplier's or subcontractor's (of any tier) or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 16.2, 16.3 and 16.4 above; and

(b) keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than

every three months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

16.6 *Company's Rights of Retention*

If the Supplier has not complied with its obligations under Clause 16.5(a), the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under each Contract and per Accounting Period in respect of VMI Items until the Supplier has complied with its obligations under Clause 16.5(a).

16.7 *Company's Rights to the Software*

If the Supplier or any of its subcontractors providing software for incorporation into or operation of the Goods stops trading, is subject to an insolvency event equivalent to any of those events set out in Clause 17.1 (including their equivalent in any jurisdiction to which the Supplier or any of its subcontractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of the Agreement and each Contract then the Supplier, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

16.8 *Company's Rights in relation to Other Procurement Activities*

For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 16.5 above and anything in which the Intellectual Property Rights referred to in Clauses 16.2, 16.3 and 16.4 subsist for the purposes of inviting tenders or of procuring goods and/or services the same as or similar to the Goods for the carrying out of any activities in connection with the licence under Clause 16.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

16.9 *Supplier's Indemnity against Third Party Intellectual Property Rights Infringement*

(a) The Supplier shall indemnify and hold harmless the Company and any member of the TfL Group against any actions, claims, losses, demands, costs, charges or expenses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights belonging to any subcontractor (of any tier) or other third party and against all costs and damages of any kind which

the Company may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Company the Supplier shall conduct negotiations with any subcontractor (of any tier) or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Company.

(b) In the event of a claim of infringement of any Intellectual Property Rights the Supplier shall use all reasonable endeavours to make such alterations or adjustment to the Goods as may be necessary to ensure that the use and provision of the Goods continues in spite of such claim.

16.10 *Ownership of the Company's Intellectual Property Rights*

Intellectual Property Rights in all Documentation and in all other material and items supplied by the Company to the Supplier in connection with the Agreement and each Contract shall remain vested in the Company or the person owning such rights at the time the Documentation, material or items were supplied. The Supplier shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Company the rights referred to in this Clause.

Company's Intellectual Property Rights

16.11 *Supplier's Licence to the Company's Intellectual Property Rights*

The Company hereby grants the Supplier a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Company (including for the avoidance of doubt the Corporate IPRs as such term is defined in Clause 16.12) which are required by the Supplier for the purposes of providing the Goods. Such licence is granted for the duration of the Agreement solely to enable the Supplier to comply with its obligations under the Agreement and is conditional upon the Supplier using such Intellectual Property Rights in accordance with Applicable Laws and Standards and such other quality standards as the Company may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Company may be used in conjunction with any other trade marks without the prior written consent of the Company.

16.12 *Corporate IPRs*

(a) The Supplier shall use and shall procure that its subcontractors and suppliers shall use the trade marks, trade names and other Intellectual Property Rights as amended by the Company from time to time (the "**Corporate IPRs**") in compliance with any relevant Company standards from time to time in force.

(b) The Supplier shall not use and shall procure that its subcontractors and suppliers shall not use the Corporate IPRs in combination with any other trade marks, trade names and other Intellectual Property Rights without the Company's prior written consent.

(c) On written request from the Company, the Supplier shall supply copies or details of items on or in relation to which it uses the Corporate IPRs or details of the manner in which they are used. If the Company reasonably determines that any use of the Corporate IPRs falls below the quality standards notified to it in accordance with Clause 16.12(a), the Company shall give the Supplier written notice of that fact and the Supplier shall correct the use so as to comply with such quality standards taking into account the Company's instructions.

17 Termination and Suspension

17.1 The Company may terminate the Agreement and/or any individual Contract (in which case any remaining outstanding Contracts shall survive) immediately by notice in writing to the Supplier if:

(a) the Supplier commits a breach of the Agreement and/or any Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;

(b) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;

(c) an agreed updated Mobilisation Plan and method statements required under Schedule 13 (Mobilisation Requirements) are not in place by the date three (3) months after the Commencement Date (or any time after that date);

(d) the activities in the Mobilisation Plan have not been completed by the date three (3) months after the Mobilisation Completion Date (or such other date as contemplated by Schedule 13 (Mobilisation Requirements)) or any time after that date;

(e) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under the Agreement and each Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same;

(f) a breach of the Supplier's obligations under Clause 44; or

(g) the Supplier has, at the date of this Agreement or of each Contract, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with those Regulations or Regulation 80(2) of the Utilities Contracts Regulations 2016 (without prejudice to the Company's rights of termination implied into this Agreement and each Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016);

(h) the Supplier fails to comply in the provision of the Goods with legal obligations in the fields of environmental, social or labour law or,

(i) the Company becomes entitled to terminate in accordance with the escalation procedure set out in Schedule 10.

17.2 Without prejudice to Clause 17.1, the Company shall have the right:

(a) to terminate the Agreement and/or any individual Contract (in which case any remaining outstanding Contracts shall survive) at any time by giving notice of not less than thirty (30) days to the Supplier in writing; or

(b) at any time to require the Supplier to suspend the provision of the Goods by giving notice in writing (a "**Suspension Notice**") to the Supplier.

17.3 Without prejudice to the Company's right to terminate this Agreement or each Contract under Clauses 17.1 or 17.2 or at common law, the Company may terminate this Agreement or any Contract at any time following a Declaration of Ineffectiveness or a Public Procurement Termination Event in accordance with the provisions of Clause 49.1.

17.4 In the event that the Company terminates the Agreement and/or any Contract for any reason under this Clause 17, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under the Agreement and such Contract or under general law at the Company's option:

(a) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or Documentation which are the property of the Company; and

(b) permit the Company to place an order for the remaining or any additional Goods (or equivalent goods) with any other person or persons; and

(c) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Supplier or any of its subcontractors have possession.

In either such case, the Company shall be entitled to retain those Goods already provided by the Supplier in accordance with the Agreement and the relevant Contract, at the material time.

17.5 In the event that the Agreement and/or any Contract is terminated and subject to Clause 18A, the liability of the Company shall be limited to payment to the Supplier for those Goods provided in accordance with the Agreement and such Contract up until the date of such termination.

17.6 Following a termination in accordance with Clause 17.1 (but not a termination in accordance with Clause 17.2(a)) the Supplier shall be liable to the Company for

(a) any Losses of whatever nature arising out of or in connection with the relevant breach;

(b) where the Company exercises its rights under Clause 17.4(b) and in so doing incurs costs which are in excess of those which would have been incurred in

relation to the due provision of the Goods under the Agreement and the relevant Contract by the Supplier ("**Excess Costs**"), such Excess Costs; and

(c) amounts payable under paragraph 5 or 8 of Schedule 13.

17.6A Following a termination under Clause 17.2(a) the Company shall pay all outstanding sums due under Schedule 2 in respect of the VMI Infrastructure Charge in the Initial Period. In the case that the Company terminates the Agreement with clause 17.2 it shall:

(a) pay all outstanding sums due under Schedule 2 for the VMI Infrastructure Charges in the Initial Period less the residual value of the equipment and the Supplier will use reasonable endeavours to minimise the charges to the Company; or

(b) pay all outstanding sums due under Schedule 2 for the VMI Infrastructure Charges in the Initial Period of the equipment and on payment of the invoice by the Company to the Supplier for the VMI Infrastructure Charges, the Supplier shall pass title of the VMI Infrastructure to the Company.

17.7 In the event that the Agreement and/or any Contract is suspended in accordance with Clause 17.2(b), the Supplier shall:

(a) issue to the Company an application for payment in respect of those Goods provided to the Company in accordance with the Agreement and the relevant Contract up until the date of such suspension; and

(b) not carry out any further work in connection with the provision of the Goods until such time as the Company issues a notice lifting the suspension (a "**Notice to Proceed**").

17.8 In the event that the Agreement and/or any Contract is suspended in accordance with Clause 17.2(b), and such suspension continues for a period of twenty-eight (28) days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further fourteen (14) days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Variation Procedure.

17.9 In the event that the parties are unable to agree upon the variation requested under Clause 17.8, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 38.

17.10 Termination of the Agreement and/or any Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Agreement and the relevant Contract as at the date of termination and in particular but without limitation the right to recover damages against the other party.

17.11 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then the Company may require the Supplier to exclude that individual from the provision of the Goods with immediate effect and that individual may only resume the provision of the Goods at the Company's absolute discretion.

18 Cooperation in Handover

18.1 The Supplier shall provide at no cost such reasonable assistance to the Company and to any third party nominated by the Company as the Company may require during the last six (6) months of the Agreement and in the three (3) months after the expiry of the Term (or, in the case of earlier termination for any reason, the period of three (3) months from the effective Agreement termination date) to facilitate the engagement of a successor supplier and/or the resumption by the Company of the supply of the Goods and in such a manner so as not to unduly disrupt or hinder the Company's business.

18.2 Without prejudice to the generality of Clause 18.1 above, the Supplier shall on or prior to the expiry of the Term transfer to the Company such Documentation relating to the Goods or full copies thereof as the Company may request.

18A Consignment stock

18A.1 From the Supply Commencement Date up to the completion of the activities in the Mobilisation Plan the Supplier shall purchase from Hayley Group Plc ("**Hayley**") such stock, in the Categories of personal protective equipment, general consumables and tooling, held by Hayley, whether on Company premises or otherwise, as notified by the Company and at the prices notified by the Company to the Supplier up to a maximum value of [redacted] (the "**Existing Stock**"). The Supplier shall be required to supply such Existing Stock to the Company under the terms of this Agreement whether through the VMI Solution, the E-Catalogue Solution or the MRP Order System at the prices which the Company specified to the Supplier plus the Consignment Stock Margin.

19 Indemnity and Insurance

19.1 The Supplier shall be liable for, and shall indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group on an after-tax basis against all Losses suffered or incurred by the Company or relevant member of the TfL Group, arising from or in connection with the performance or non-performance of the Supplier under the Agreement and each Contract:

(a) in respect of death or personal injury to any person;

(b) in respect of loss of or damage to any property (including the Underground Network and any other property belonging to the Company or for which it is responsible);

(c) arising out of or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier, its employees, agents or subcontractors;

(d) arising under the Company's contracts with third parties; and

(e) in respect of any Defect, including, but not limited to, any Defects in the workmanship and materials of the Goods or their packaging or breach of warranty,

and shall, at its own cost on the Company's request, defend the Company in any proceedings involving the same.

19.2 The Supplier shall not be liable to indemnify the Company or any member of the TfL Group under the indemnity in Clause 19.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

19.3 The Supplier's indemnity under Clause 19.1 and all other indemnities under the Agreement and each Contract shall remain in force for the duration of the Agreement and each Contract and for the period of twelve (12) years after the Order Delivery Date or earlier termination of the Agreement and each Contract.

19.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 19.1.

19.5 Other than in respect of the Losses (i) described in Clauses 19.1(a), 19.1(d) and 19.1(e) above and (ii) Excepted Liabilities, neither party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with the Agreement and each Contract. Each party respectively undertakes not to sue the other party, TfL or any member of the TfL Group in respect of Consequential Loss.

19.6 Without prejudice to the obligation to indemnify the Company set out in Clause 19.1, the Supplier undertakes to:

(a) maintain at its own cost employer's liability insurance in respect of the Supplier's liability for any person in the Supplier's employment in the sum of not less than £ 5,000,000 (five million pounds) per incident or such other minimum level as may from time to time be required by law;

(b) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per occurrence;

(c) maintain at its own cost an adequate level of professional indemnity insurance commensurate with the risk and, where appropriate, being not less than £2,000,000 (two million pounds) in the annual aggregate;

(d) maintain at its own cost an adequate level of "goods in transit" insurance commensurate with the risk and, where appropriate, being not less than £25,000 (twenty five thousand pounds) per occurrence, in respect of the Supplier's liability for theft, loss or damage to property and Goods while in transit from one place to another or being stored during a journey;

(e) maintain at its own cost product liability insurance in respect of the Supplier's liability for death or injury to any person, or loss or damage to any property arising out of its performance of any Contract in an amount not less than £10,000,000 (ten million pounds), for any one occurrence and in the aggregate per annum;

(f) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed) and shall be

maintained in force for a period not less than twelve (12) years after the delivery of the Goods;

(g) ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the contract which they are contracted to fulfil; and

(h) produce within seven (7) days of any reasonable request by the Company and in any event before the provision of any of the Goods by the Supplier under any Contract satisfactory evidence in the form of a broker's letter or similar, confirming the existence of insurance in accordance with the terms of this Clause 19.6.

19.7 The Supplier's liabilities under each Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 19.6.

19.8 If the Supplier fails to maintain the insurance policies as provided in this Clause 19, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

19.9 Not used.

20 Not used

21 Force Majeure and Permitted Delay events

Force Majeure

21.1 Neither party shall be in breach of its obligations under any Contract and the Agreement if there is any total or partial failure of performance by it of its duties and obligations under any Contract and the Agreement occasioned by any Force Majeure Event. If either party is unable to perform its duties and obligations under the Agreement or any Contract as a direct result of a Force Majeure Event, that party shall within one (1) Working Day of such event taking place give written notice to the other party specifying the event and the steps taken by it to minimise or overcome the effects of such event. The operation of the relevant Contract and Agreement terms shall be suspended during the period (and only during the period) in which the Force Majeure Event continues. Without delay upon the Force Majeure Event ceasing to exist the party relying upon it shall give written notice to the other of this fact. If the Force Majeure Event continues for

a period of more than twenty-eight (28) days and substantially affects the abilities of the Supplier to perform its obligations under the relevant Contract and Agreement terms, the Company shall have the right to terminate the relevant Contract and the Agreement immediately upon giving written notice of such termination to the Supplier.

Permitted Delay Events

21.2 If delay is caused or either Party can reasonably foresee delay occurring by reason of a Permitted Delay Event then the Supplier shall give notice to the Company's Representative of the same and any claim for an extension of time to the Expected Order Delivery Date, within seven (7) days after the cause of any delay has arisen.

21.3 For the purposes of this Agreement or any Contract, the occurrence of one or more of the following shall constitute a "Permitted Delay Event":

(a) any act of prevention, omission, default or neglect or breach by the Company of an express obligation under this Agreement or any Contract; or

(b) any variation of the Agreement or any Contract under Clause 8; or

(c) the suspension of this Agreement or any Contract in accordance with Clause 17 (other than where the suspension is necessary by reason of default by the Supplier).

21.4 Where any delay in achieving the Expected Order Delivery Date arises, the Supplier shall be entitled to an extension to such Expected Order Delivery Date (either prospectively or retrospectively) but only to the extent that such delay is directly caused by a Permitted Delay Event that has a direct and material adverse effect on the Supplier's ability to provide the Goods by the Expected Order Delivery Date and provided that the Supplier:

(a) notifies the Company of the Permitted Delay Event in accordance with Clause 21.2 and subsequently provides such further information as the Company may reasonably require regarding the nature and likely duration of such event;

(b) provides the Company with reasonable access to the Supplier's premises or of its subcontractors for investigating the validity of the potential Permitted Delay Event;

(c) uses its reasonable endeavours to mitigate the delay to the relevant Delivery Date; and

(d) shall not be entitled to an extension of time to the extent that the Permitted Delay Event was caused by or resulted from any act, omission, neglect, default or breach of this Agreement by the Supplier, its subcontractors and/or employees.

22 Safety

22.1 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.

22.2 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):

(a) the provisions of the Company's Contract QUENSH Conditions that are indicated as being applicable to any Contract in the QUENSH menu set out in the Specification ("**QUENSH**") as amended from time to time; and

(b) the Company's drug and alcohol principles as amended from time to time.

22.3 Section 20.1.1 (Alcohol and drugs) of QUENSH shall apply to the Agreement and each Contract as if the term "LU Premises" means any of the Company's property and as if references to "LU" are references to the Company.

22.4 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, subcontractors or agents for drugs or alcohol which each Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

23 NOT USED

24 Independent Supplier

24.1 The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or subcontractors or their employees hold themselves out as, an agent of the Company. All personnel used by the

Supplier in the performance of its obligations under each Contract and the Agreement shall be employees of the Supplier, or any subcontractor or agent of the Supplier.

25 Supplier Personnel

25.1 For the purposes of this Clause 25:

"**Current Service Provider"** means any person, company or other legal entity which on or before the Commencement Date or the Supply Commencement Date as applicable was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

"Replacement Employer" means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of the contract (or part of it);

"Relevant Claims and Liabilities" means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

"Subsequent Transfer Date" means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

"Subsequent Relevant Employee" means a person employed or engaged by the Supplier or relevant subcontractor from time to time in respect of any part of the supply of Goods who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of the contract (or part of it);

"Transfer Regulations" means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

"Transferring Employees" means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

25.2 The Supplier complies and procures that his sub-contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the expiry of the Term or earlier termination of the Agreement.

25.3 At any time during the last twelve (12) months of the Agreement and/or during any period of notice terminating the Agreement, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

(a) the names of employees (of the Supplier or its subcontractors) engaged in supplying the Goods, their salaries and other conditions of employment, ages and length of service;

(b) the method of organisation of the employees (of the Supplier or its subcontractors) engaged in supplying the Goods and documentary evidence relating to such organisation;

(c) the proposals for informing and consulting with affected employees;

(d) details of collective agreements and union recognition agreements; and

(e) any other employee liability information within the meaning of the Transfer Regulations,

(f) and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of the Agreement.

25.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 25 may be addressed. The Supplier will if required by the Company warrant that

any information provided under Clause 25 is accurate, complete and not misleading, including any information supplied in relation to its subcontractors.

25.5 The Supplier will not and will procure that its subcontractors will not in the six (6) months prior to the expiry of the Term or termination of the Agreement (or, where notice of termination is given of less than six (6) months, during any such period of notice) without the Company's written consent:

(a) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in the provision of the Goods, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees engaged in supplying the Goods or relates to the expected expiry of the Term or termination of the Agreement, or

(b) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in the provision of the Goods, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant sub-contractor's business and are not related to the expiry of the Term or termination of the Agreement (either because they are applied to all of the Supplier's or the relevant sub-contractor's employees, whether or not engaged in providing the Goods or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant sub-contractor which is not related or confined to the employees engaged in supplying the Goods or relates to the expiry of the Term or termination of the Agreement.

25.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier,

arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Goods.

25.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

(a) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and

(b) any claim by any former or existing employee of the Supplier or relevant Subcontractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.

(c) In this Clause 25.7 “Relevant Claims and Liabilities” include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this paragraph.

25.8 The provisions of this Clause 25 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 25 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

Key Personnel

25.9 The Supplier shall ensure that each of the Key Personnel and Mobilisation Key Personnel devotes substantially their whole time and effort to the provision of the Goods and mobilisation activities, as applicable. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and Mobilisation Key

Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel and Mobilisation Key Personnel or do any such thing which would cause any of the Key Personnel and Mobilisation Key Personnel to resign.

25.10 The Supplier agrees to inform the Company of any changes to the Key Personnel or Mobilisation Key Personnel where any relevant member of Key Personnel or Mobilisation Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing his or her duties for a period of or periods aggregating thirty (30) days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.

25.11 The Supplier shall be responsible for the costs of replacing any member of Key Personnel or Mobilisation Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the provision of the Goods or mobilisation). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel or Mobilisation Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within seven (7) days of the expiry of the notice period of the relevant member of Key Personnel or Mobilisation Key Personnel. Where termination of the relevant member of Key Personnel or Mobilisation Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty-eight (28) days. Further, save where the relevant member of Key Personnel or Mobilisation Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel or Mobilisation Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of seven (7) days or any shorter period agreed between the parties.

25.12 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel or Mobilisation Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel or Mobilisation Key Personnel, together with its reasons for such objection. The Supplier shall comply with

any request by the Company that a particular person should not become a member of Key Personnel or Mobilisation Key Personnel.

25.13 The Company may change the list of Key Personnel and Mobilisation Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

25.14 NOT USED

26 Confidentiality

26.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and shall use such information only for the purpose of the performance of its obligations under each Contract and this Agreement.

26.2 On the Company's request, the Supplier shall, so far as is reasonably possible:

(a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;

(b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and

(c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.

26.3 The Supplier shall ensure that all his subcontractors, suppliers, employees and agents perform his obligations in Clauses 26.1 and 26.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by his subcontractors, suppliers, employees and agents in breach of such obligations.

26.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by a subcontractor, supplier, employee or agent and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that subcontractor, supplier, employee or agent for such breach of confidence.

26.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, this Agreement, any Contract or the Goods without the prior written consent of the Company.

26.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with this Agreement, any Contract or the Goods, or any Dispute arising under or in connection with any Contract.

26.7 The provisions of Clauses 26.1 to 26.6 shall not apply:

(a) to any information which is already in the public domain at the time of its disclosure other than by breach of any Contract or the Agreement; or

(b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

26.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 26 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 26.

27 London Living Wage

27.1 For the purposes of this Clause 27, "**Sub-contractor**" means a sub-contractor (of any tier) of the Supplier.

27.2 The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL 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 Company's estate in the circumstances set out in Clause 27.3(a).

27.3 Without prejudice to any other provision of this Contract, the Supplier shall:

(a) ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services or performance of this Contract:

(i) 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

(ii) on the Company's estate including (without limitation) premises and land owned or occupied by the Company,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

(b) ensure that none of:

(i) its employees; nor

(ii) the employees of its Sub-contractors,

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

(c) provide to the Company such information concerning the London Living Wage as the Company or its nominees may reasonably require from time to time, including (without limitation):

(i) all information necessary for the Company to confirm that the Supplier is complying with its obligations under Clause 27; and

(ii) reasonable evidence that Clause 27 has been implemented;

(d) disseminate on behalf of the Company to:

(i) its employees; and

(ii) the employees of its Sub-contractors,

engaged in the provision of the Services or performance of this Contract such perception questionnaires as the Company may reasonably require from time to time and promptly collate and return to the Company responses to such questionnaires; and

(e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

(i) allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;

(ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause (a) have been complied with.

27.4 For the avoidance of doubt the Supplier shall:

(a) implement the annual increase in the rate of the London Living Wage; and

(b) 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.

27.5 The Company reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

27.6 Without limiting the Company's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause 27 within four (4) weeks' notice of the same from the Company (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 27 following the Notice Period, the Company may by written notice to the Supplier immediately terminate this Contract.

28 Responsible Procurement

28.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed TfL and its subsidiaries (including the Company) to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.

28.2 The Supplier shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with the Responsible Procurement Policy.

28.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical

manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Supplier shall and shall procure that all of its subcontractors shall comply with such the Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.

28.4 The Supplier acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

28.5 The Supplier shall not be entitled to any addition to the Order Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).

28.6 The Supplier shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 28 and the provisions of this Clause 28 are included in any subcontract (of any tier).

28.7 The Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 28.

29 Assignment and Subcontracting

29.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under the Agreement or any Contract or any part thereof without the prior written consent of the Company.

29.2 The subcontracting of all or any part of the Goods or performance of this Agreement to a subcontractor shall not relieve the Supplier of its obligations to supply the Goods under, or perform, the Agreement and each Contract. The Supplier shall be responsible for the acts and omissions of its subcontractors.

29.3 The Company may novate, assign, transfer or subcontract the Agreement and/or any Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.

29.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 7 in favour of any person to whom the Agreement and/or any Contract is being novated.

29.5 For the purposes of Clauses 29.6 to 29.10:

"**Subcontract**" means a contract between the Supplier and a Subcontractor; and

"**Subcontractor**" means a subcontractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the supply of the Goods (or any part of them) or performance of this Agreement.

29.6 Subject to the Company's prior written consent pursuant to Clause 29.1, where the Supplier subcontracts any or all of the provision of the Goods or performance, the Supplier shall include in each Subcontract (and procure that its Subcontractors (and any of their subcontractors of any tier) include in each of their subcontracts of any tier):

29.6.1 payment terms substantially similar to those set out in Clause 9, and

29.6.2 terms allowing the Supplier or (in respect of a subcontract below the first tier) the payer under the relevant subcontract to terminate that subcontract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.

29.7 On or before the Commencement Date or Subcontract commencement (as applicable), the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Supplier subsequently involves in the provision of the Goods after the Commencement Date or Subcontract commencement (as applicable).

29.8 The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 29.8, the Company may request that the information provided by the Supplier under Clause 29.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:

(a) shall require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and

(b) may require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

29.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a subcontractor pursuant to Clauses 29.8(a) or 29.8(b).

29.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 29.8(a) or 29.8(b).

30 Company's and Supplier's Representative

Each party shall in respect of this Agreement appoint one or more representatives to act on its behalf under this Agreement and each Contract created thereunder. Each party shall advise the other party, in writing, of the names and contact details of its representative(s). The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any party may, on giving reasonable notice to the other party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each party will be bound by any decision made or action taken by its representatives.

31 Costs

Except as otherwise agreed, each party shall bear its own costs incurred in connection with the negotiation, preparation and execution of the Agreement and each Contract.

32 Severance

If a provision of the Agreement or any Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Agreement or any Contract, provided that the operation of this Clause 32 would not

negate the commercial interest and purpose of the parties under the Agreement or any Contract.

33 Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of the Agreement and any Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

34 Corrupt Gifts and Payments of Commission

34.1 The Supplier undertakes that it shall not and procures that its subcontractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

34.2 The Supplier undertakes that it shall not, and uses reasonable endeavours to procure that its subcontractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

34.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 34 at any time during performance of the Agreement and each Contract and during the twelve (12) year period following completion of performance.

35 No Waiver

35.1 No failure or delay on the part of either party to exercise any right or remedy under the Agreement or any Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Agreement or any Contract are cumulative and are not exclusive of any rights or remedies provided by law.

35.2 No payment made by the Company shall indicate or be taken to indicate the Company’s acceptance or approval of any part of the Goods or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Agreement or otherwise.

36 Entire Agreement

The Agreement and each individual Contract formed under it embody and set forth the entire contract and understanding of the parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of the Agreement or any Contract. Except in the case of fraud neither party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in the Agreement or any Contract.

37 Notices and Service of Process

Any notice or other document given under, or in connection with, the Agreement or any Contract must be in English and in writing and sent by letter or fax or delivered by hand to the other party's representatives in each case to the addresses set out in Schedule 12 (or such other address as notified to the other party). The notice or other document will be effective as follows:

(a) if the notice or other document is sent by letter, it will be effective when it is delivered;

(b) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and

(c) if the notice or other document is delivered by hand to the other party's representative, it will be effective immediately it is delivered.

If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Agreement or any Contract may be served in accordance with this Clause 37.

38 Dispute Resolution

38.1 Any question, dispute, difference or claim (a "**Dispute**") shall be resolved in accordance with this Clause 38.

38.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company's Representative and a suitably qualified and duly authorised representative of the Supplier (together the "**Nominated Representatives**") which shall

be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.

38.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 38.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to the Company's Representative and the Supplier's Representative or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.

38.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company's Representative and the Supplier's Representative or their deputies in accordance with Clause 38.3 either party may refer the matter for resolution in accordance with the provisions of Clause 39.

38.5 Clauses 38.1 to 38.4 are subject to the Supplier's rights (if any) under the HGCRA to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company's Adjudication Rules. For the purposes of this Clause 38.5, "**Adjudication Rules**" means the most recent edition of the Company's adjudication rules on the date of the notice referring adjudication.

39 Counterparts

Agreement may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

40 Partnerships and Joint Ventures

40.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Agreement are joint and several. The Agreement and the liabilities of the partners under the Agreement shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under the Agreement.

40.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Agreement are joint and several.

40.3 Nothing in the Agreement shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Agreement, neither party is deemed to be the agent of the other and neither party holds itself out as the agent of the other.

41 Governing Law and Jurisdiction

41.1 This Agreement and each Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

41.2 The Company and the Supplier submit, subject to the provisions of this Agreement and any Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

42 Contracts (Rights of Third Parties) Act 1999

42.1 Subject to the Replacement Employer's rights in accordance with Clause 25, no person except any member of the TfL Group may enforce the Agreement and any Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

42.2 Notwithstanding those rights referred to in Clause 42.1, the Company and the Supplier may agree to vary or rescind the Agreement and any Contract without the consent of any third party.

43 Bonds, Warranties and Guarantees

43.1 Where stated in Schedule 1, the Supplier shall at its own expense provide within seven (7) days of the Company's request the following:

(a) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 8 in favour of the Company;

(b) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 8 in favour of the Company.

43.2 The Supplier shall ensure that any bond required under Clause 43.1:

(a) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1; and

(b) continues until the earlier of (i) expiry of the Warranty Period applicable to the final Order Delivery Date or (ii) twelve (12) months after termination.

(c) If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 43.1 and 43.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within seven (7) days.

43.3 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 43.1 completed and signed by a qualified lawyer from the country in which the guarantor and/or parent company is resident in the form specified by the Company.

43.4 If any performance bond and/or parent company guarantee required by any Contract or under the Agreement is not procured by the Supplier and delivered to the Company in accordance with Clause 43.1, one quarter of the aggregate of the Order Price for all Goods delivered shall be retained in assessments of the amount due and shall not be payable to the Supplier until such documents have been delivered.

43.5 If required by the Company, the Supplier shall procure that the terms of any subcontract require the subcontractor, within seven (7) days of a written request by the Company to the subcontractor, to enter into:

(a) a collateral warranty in the form set out in Schedule 9 in favour of the Company and if requested by the Company, the Supplier shall require the subcontractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the subcontractor is resident in the form specified by the Company; and

(b) a parent company guarantee in the form provided by the Company from the ultimate holding company of the subcontractor in respect of any of the subcontractor's obligations under any collateral warranty required under this Clause 43.5.

43.6 If any warranty (including any accompanying parent company guarantee) required under Clause 43.5 is not delivered to the Company in accordance with Clause 43.5 one quarter of the aggregate of the Order Price relative to the Goods provided by the relevant subcontractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.

44 Change of Control

The Supplier shall not without the prior written consent of the Company implement any change of ownership of the Supplier where such change relates to fifty per cent (50%) or more of the issued share capital of the Supplier.

45 Interest

1.1 If either party fails to pay to the other any amount payable in connection with the Agreement or any Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 1.1 shall be immediately payable by the paying party on demand.

45.1 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

46 Freedom of Information

46.1 For the purposes of this Clause 46:

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

"**Information**" means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

"**Information Request**" means a request for any Information under the FOI Legislation.

46.2 The Supplier acknowledges that the Company:

(a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and

(b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

46.3 Without prejudice to the generality of Clause 46.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

(a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Agreement or any Contract, the supply of Goods or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and

(b) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

46.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

47 Data Transparency

47.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 26 and Clause 46, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

47.2 The Company 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 Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 47.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

48 Survival

48.1 The provisions of Clauses 5 (Records and Audit), 9.13 (Set-Off), 0 (Warranty), 16 (Intellectual Property Rights), 17 (Termination), 18A (Consignment Stock),19 (Indemnity and Insurance), 25 (Supplier Personnel), 26 (Confidentiality), 28 (Responsible Procurement), 32 (Severance), 33 (Publicity), 34 (Corrupt Gifts and Payments of Commission, 35 (No Waiver), 36 (Entire Contract), 37 (Notices and Service of Process), 38 (Dispute Resolution), 41 (Governing Law and Jurisdiction), 42 (Contracts (Rights of Third Parties) Act 1999), 46 (Freedom of Information), 47 (Data Transparency), 48 (Survival), 49.1 and 49.5 (Transport for London Group) will survive the termination or expiry of this Agreement and any Contract and continue in full force and effect, along with any other Clauses or Schedules of this Agreement and any Contract necessary to give effect to them. In addition, any other provision of this Agreement and any Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

49 Transport for London Group

49.1 Declaration of Ineffectiveness and Public Procurement Termination Event

(a) Without prejudice to the Company's right to terminate the Agreement and any Contract under Clause 17.1, Clause 17.2(a) or at common law, the Company may terminate the Agreement and any Contract at any time in accordance with the provisions of this Clause 49.1 in the event that:

(i) there is a Declaration of Ineffectiveness; or

(ii) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into the Agreement and each Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016).

(b) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 49.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 17.1 and this Clause 49.1 or the Cessation Plan, the provisions of this Clause 49.1 and the Cessation Plan prevail.

(c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.

(d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:

(i) an orderly and efficient cessation of the supply of Goods or (at the Company's request) a transition of the supply of Goods to the Company or such other entity as the Company may specify; and

(ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 49.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

(e) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.

(f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Agreement and any Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Agreement and any Contract in accordance with this Clause 49.1.

49.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that Transport for London is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

(a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;

(b) where appropriate, identify actions to reduce levels of crime and disorder; and

(c) without prejudice to any other obligation imposed on the Company, 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 in its area;

(i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);

(ii) the misuse of drugs, alcohol and other substances; and

(iii) re-offending

and in the performance of the Agreement and each Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

49.3 **The Company's business**

The Supplier acknowledges that it:

(a) has sufficient information about the Company and the supply of Goods;

(b) is aware of the Company's processes and business;

(c) has made all appropriate and necessary enquiries to enable it to carry out the supply of Goods in accordance with the Agreement and each Contract;

(d) is aware of the purposes for which the supply of Goods are required; and

(e) shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement and each Contract due to any misinterpretation or misunderstanding by it of any fact relating to the supply of Goods.

49.4 **Best value**

The Supplier acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company 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. The Supplier shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the supply of Goods reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to the Agreement and any Contract in order for the Company to achieve best value.

49.5 **Data Protection and Cyber Security**

(a) The Supplier shall comply with all of its obligations under the Data Protection Legislation.

(b) The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

49.6 **Conflict of Interest**

(a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the supply of Goods or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

(b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Agreement and any Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods under the Agreement and any Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Agreement and any Contract.

49.7 **Equality, Diversity and Modern Slavery**

49.7.1 Without limiting the generality of any other provision of the Agreement and any Contract, the Supplier:

(a) shall not unlawfully discriminate;

(b) shall procure that its employees and agents do not unlawfully discriminate; and

(c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the Supply,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

49.7.2 The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

(a) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;

(b) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and

(c) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing the Agreement and each Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

49.7.3 The Supplier shall ensure that its staff, and those of its subcontractors who are engaged in the performance of the Agreement and each Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

49.7.4 To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Supplier shall assist and co-operate with the Company where possible.

49.7.5 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

49.8 **Work Related Road Risk**

49.8.1 For the purposes of Clauses 49.8.2 to 49.8.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"**Alternative Scheme**"	has the meaning given to it in Clause 49.8.2(a);
"**Approved Progressive Driver Training**"	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;
"Collision Report"	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
"Delivery and Servicing Vehicle"	a HGV, a Van or a Car-derived Van;
"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;
"Driver"	any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Goods;
"DVLA"	Driver and Vehicle Licensing Agency;

"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 Report"	has the meaning given to it in Clause 49.8.7.

Fleet Operator Recognition Scheme Accreditation

49.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods, it shall within 90 days of the Commencement Date:

(a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the "**Alternative Scheme**"); and

(b) (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 Supplier 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

49.8.3 The Supplier shall ensure that every HGV, which it uses to provide the Goods, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Direct Vision Standard (DVS)

49.8.4

(a) The Supplier shall comply with the DVS Schedule attached to this Agreement; and

(b) the Supplier shall ensure that:

(i) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Goods achieve a minimum of a one (1) star Direct Vision Standard rating; and

(ii) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Goods achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

49.8.5 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods the Supplier shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration of the Agreement and each relevant Contract.

Collision Reporting

49.8.6 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Agreement, the Supplier shall:

(a) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five Working Days of a written request from the Company at any time.

Self Certification of Compliance

49.8.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods, within 90 days of the Commencement Date, the Supplier shall provide a written report to the Company detailing its compliance with Clauses 49.8.2, 49.8.3, **Error! Reference source not found.**, 49.8.5, and 49.8.6 (as applicable) of this Agreement (the "**WRRR Self-Certification Report**"). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier regarding subcontractors

49.8.8 The Supplier shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Goods shall comply with the corresponding provisions of this Agreement:

(a) Clause 49.8.2, 49.8.5, 49.8.6, 49.8.7; and

(b) for Category N2 HGVs – Clauses 49.8.3; and

(c) for Category N3 HGVs – Clauses 49.8.3, and, where applicable **Error! Reference source not found.**;

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

Failure to Comply

49.8.9 Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Supplier fails to comply with any of Clauses 49.8.2, 49.8.3, (where applicable), **Error! Reference source not found.** (where applicable) 49.8.5, 49.8.6, 49.8.7, and 49.8.8;

(a) the Supplier has committed a material breach of this Agreement and any Contract; and

the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

50 CompeteFor

50.1 Without prejudice to Clause 29 the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier.

50.2 The Supplier will use all reasonable endeavours to ensure that its sub-contractors (for the purposes of this clause, the "**Supplier's Sub-contractors**") use CompeteFor, on a non-exclusive basis, to make available to other sub-contractors all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier's Sub-contractors.

50.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Agreement and each Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Sub-contractors, as required by this Clause 50, and will report this information on a quarterly basis by way of email to the Company's Representative.

51 Criminal Record Declarations

51.1 For the purposes of this Clause 51:

"**Relevant Individual**" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods or performance of this Agreement; and

"**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

51.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods or performing this Agreement. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

51.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods or performance of this Agreement any Relevant Individual who has disclosed a Relevant Conviction.

51.4 The Company shall have the right in accordance with the audit rights set out in Clause 5 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 51 at any time during performance of this Agreement and each Contract.

51.5 If the Supplier fails to comply with the requirements under Clauses 51.2 and/or 51.3 the Company may, without prejudice to its rights under Clause 17.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods or performance of this Agreement unless (in the case of non-compliance with Clause 51.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 51.2.

51.6 A persistent breach of Clause 51.2 and/or Clause 51.3 by the Supplier shall entitle the Company to terminate the Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 17.1(a).

51.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Agreement and each Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods or performance of this Agreement.

51.8 Nothing in this Clause 51 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Agreement and each Contract and the Supplier's responsibilities in respect of the provision of the Goods and performance of this Agreement remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 51.

Schedule 1

Detailed Terms

Commencement Date	**1st April 2020**
Term	**4 years (with an option to extend for up to 4 years in accordance with Clause 2.3)**
Warranty Period	**12 months from the Order Delivery Date**
Initial Period	**4 years**
Framework Specification	**See Schedule 3**
Additional standards pursuant to Clause 3.3(c):	**See Schedule 3**
Liquidated Damages	**Not used**
Security required pursuant to Clause 43.1: Bond Parent Company Guarantee (wh applicable)	[redacted]
Interest Rate pursuant to Clause 1.1	[redacted]
The following Supplier Personnel are Key Personnel and Mobilisation Key Personnel	*See Schedule 12*

Schedule 2

Payment

[redacted]

Margin Model

Margin % which is calcula [redacted] 100. Unit Price is the price of the Goods paid by the Customer to the Company. The Supply price is the price of the goods paid by the Company to its suppliers.

Category
Fixings & fasteners
Oils & greases
Personal protective equi
General consumables
Tools

Consignment Stock Margin

[redacted]

Mobilisation: Set up costs

[redacted]

Contract Innovation Efficiency

Item
Contract Innovation Efficiency Target

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Schedule 3

Framework Specification

SCHEDULE 3

THE SPECIFICATION

OVERVIEW

1. **DESCRIPTION OF SUPPLY –** This is a performance specification inclusive of all works and materials, unless specifically indicated otherwise, required to meet the design specifications, operating requirements and performance levels within the contract for the supply of Goods identified below.

2. **SCOPE OF SUPPLY –** The supplier shall be responsible for supply of all Goods (inclusive of labour charges, plant, transport, testing and associated costs within the following material groups):

- Fixings and fasteners
- Oils and greases
- Personal protective equipment
- General consumables
- Tools

as set out in the attached Appendix 1: The Goods, and as may be added to or amended during the Term in accordance with this Agreement.

3. **SCOPE OF SOLUTION –** The supplier is required to provide a solution for the supply of the Goods, being E-Catalogue Items, VMI Items, MRP Items and Ad Hoc Items.

SOLUTION REQUIREMENTS

4. **E-CATALOGUE SOLUTION**

4.1 **REQUIREMENT -** The Supplier is required to implement a secure and bespoke online ordering system in the form of an E-catalogue for the supply of Goods referred to as ‘Catalogue Items’.

4.2 **GENERAL FUNCTIONALITY –** The following functionality is required to deliver a user-friendly efficient system for both the Company and the Supplier:

- Number of core day to day users at contract commencement will be 200 to 300 users.
- Sufficient capacity to handle in the region of approximately 50 transaction Orders per day.
- Ability to increase capacity to handle increased demand of up to 150 transactions per day at no cost to the Company and with zero system outage.
- Capable of interfacing with SAP and future versions via ‘punch out’ of an E-Catalogue hosted on the Supplier’s own web portal.
- User friendly interface in the style of a large retail website
- The ability to handle multiple sessions at one time enabling users to connect to the catalogue via SAP concurrently.
- Detailed product information for each item including description, illustration, material item reference, Supplier material item reference and any relevant criticality and health and safety information including photographs and drawing references.
- Descriptive item search functionality.
- Accessible 24 hours per day, 7 days a week.

4.3 **CONTROL FUNCTIONALITY –** The following control functionality will be required:

- Tiered and flexible restriction and control for access, ordering and approval
- Different catalogue views will be required by functional area which includes 1) Track 2) Signals 3) Fleet 4) CPD 5) REW 6) Power Delivery 7) Stations and Structural Maintenance 8) Other TfL Parties.
- Each user will require an individual personal password.
- Restriction and control for Orders will be varied and will be required to be set against a number of different parameters by user. This will be set by item, value, item type/group, financial authority, procurement authority, department or by a combination of the aforementioned different parameters.
- Allow for the prompt release of blocked items and the temporary or permanent change of restrictions and controls directly by or when requested by the designated Company’s Representative.

4.4 **TRAINING –** The Supplier will be required to provide initial training and on-going to representatives nominated by the Company. The Supplier will also be required to provide refresher training due to changes to system functionality introduced by the Supplier. The Supplier may also be required to support any in-house training.

[Note to bidders: this section will be updated based on your ITT proposal in Technical T4]

5. VENDOR MANAGED INVENTORY (VMI) SOLUTION

5.1 **REQUIREMENT –** The Supplier is required to implement a VMI Solution for the supply of Goods, monitor stock levels and re- fill the VMI Solution referred to as 'VMI Items'.

5.2 **SYSTEMS** – The Supplier shall provide vending machines and major vending solutions as defined in the Vending Data Sheet.

Vending machines shall have:

- User ID access control with the ability to have a restriction set by product and by cost if required.
- Flexible configuration including adjustable shelf heights and configurations
- Maximum dimensions of 1100 mm (Width), 1900mm (Height), 1000mm (Depth)

Major vending solution shall have:

- User ID access control with the ability to have a restriction set by product and by cost if required.
- Flexible configuration including adjustable shelf heights and configurations
- Maximum dimensions of 1050 mm (Width), 2000mm (Height), 900mm (Depth)

5.3 **EMERGENCY STOCK REPLENISHMENT –** The Supplier should provide an emergency stock replenishment service of no more than 6 hours between the hours of 08:00 to 18:00 to cover instances of higher than planned stock consumption of VMI Items. This process is only expected to be implemented in extreme cases with the expectation that

stock consumption and replenishment be tightly controlled by the Supplier as part of their VMI Solution and obligations under this Agreement.

5.4 **INFRASTRUCTURE –** The Supplier shall be fully responsible for the supply, installation, maintenance and replacement if needed of all required infrastructure to deliver the VMI Solution including vending machines, major vending solutions, kanban racking, VMI cupboards, labels, bins, IT systems and the ongoing supply and management of inventory throughout the Term.

5.5 **EXISTING INFRASTRUCTURE –** The Supplier shall be able to utilise the Company's existing kanban racking and VMI cupboards at their discretion included in the Vending Data Sheet. The Company does not accept risk or liability for use by the Supplier of existing kanban racking and VMI cupboards.

5.6 **CALIBRATED VENDING (Option and 5.1 to 5.5 will apply) –** The Supplier shall provide a solution for managing calibrated tooling in all vending machines and major vending solutions:

- The solution must ensure that the Company's calibrated tools are ready to use within the operational environment and are issued to a specific user when withdrawn.
- Each storage drawer must have a touch screen interface, and there must be screens situated in strategic points of the production environment that shows the equipment withdrawn and who it is assigned to, this visual aid must also clearly identify tooling not returned past the shift end.
- The software must track and manage the calibration requirements of each part and each part must be tracked by its unique Company asset number. The software must also be able to provide evidence that calibration has been carried out as required, this information must be available directly from the management solution for spot audit purposes.
- The solution must have the ability to interface with the Company's asset management and calibration management systems, and must have the ability to store unlimited number of records; asset numbers, employees, equipment history, etc. The system should have the ability to download history into Excel.

The data provided via this should be sufficient and allow studies and evaluation of the equipment provision.

- Each storage system must have a data back up system built in to ensure the tooling remains available in the event of signal or power loss.

[Note to bidders: This section will be updated based on your ITT proposal in Technical T5 and T6]

6. MRP Order System

6.1 **REQUIREMENT:** the Supplier will be required to implement a solution (the MRP Order System) for the supply of 'MRP Items'.

7. AD HOC: the Supplier will be required to source and supply Ad Hoc Items to the specifications and delivery requirements agreed with the Company in accordance with this Agreement.

LOGISTICS & SUPPLY

8. GOODS SUPPLY

8.1 **GOODS INWARD PROCESS**

8.1.1 **WORKING HOURS & LOCATIONS** – Goods will be delivered to the locations, within the hours and to any special requirements detailed in the table below. Goods are only to be delivered outside of these parameters with a written instruction from the Company's Representative. The table is not fully comprehensive and the Supplier will deliver if required to anywhere where the Company or other TfL Group member has a facility as part of its network and operations. Where a delivery is requested for a location not detailed in the table below and no delivery time is advised, delivery shall be between 09:00 and 16:00 Monday to Friday.

Location	**Address**	**Opening Hours**	**Special Requirements**
Track and Signals Stores Acton Works	130 Bollo Lane, London, W3 8BZ	Mon – Thurs 07:30-15:30 Friday	There is a 15ft Height restriction for vehicles

		07:30-12:30	entering Acton site.
Track and Signals Stores Acton Works	West End Road, Ruislip, London, HA4 6NS	Mon – Thurs 07:30-15:30 Friday 07:30-12:30	Track and Signal Stores
Trains Division (Formerly REW) Stores Acton Works	130 Bollo Lane, London, W3 8BZ	Mon – Thurs 07:30-15:15 Friday 07:30-12:15	There is a 15ft Height restriction for vehicles entering Acton site.
Track Workshop Stores Lillie Bridge Depot	Lillie Bridge Road, London SW6 1TP	Mon – Thurs 07:30-15:30 Friday 07:30-12:30	Maximum load 2 tonnes
Lifts and Escalators Stores Griffith House	Griffith House 280 Marylebone Road, London NW1 5RJ	Mon-Fri 08:00-15:00	There is an 11 foot restriction for vehicles into the loading bay, and double red lines outside the bay, so no vehicle over this height will be able to stop and unload.
Lift and Escalators Stores Ruislip Depot	West End Road, Ruislip, London HA4	Mon-Fri 08:00-15:00	All pallets have to be 1200mm x 1000mm, 4 way entry.

	6NS		
Trackside	Various LUL locations across the network	TBC inc. weekends & out of hours	Various sites have specific restrictions. Specific delivery sites and restrictions will be advised during mobilisation.
Various TfL Head Office Buildings	Various locations across the network	Generally Mon-Fri 09:00-17:00	Various sites have specific restrictions. Specific delivery sites and restrictions will be advised during mobilisation.
Fleet Stores Hainault Depot	Thurlow Gardens, Ilford, Essex, IG6 2UU	Mon-Fri 07:30-14:00	By Prior Arrangement
Fleet Stores Ruislip Depot	West End Road Ruislip Middlesex HA4 6NS	Mon-Fri 07:30-14:00	By Prior Arrangement
Fleet Stores Northumberland Park Depot	Marsh Lane, London, N17 0XE	Mon-Fri 07:30-14:00	By Prior Arrangement
Fleet Stores Stonebridge Park Depot	North Circular Road	Mon-Fri 07:30-14:00	By Prior Arrangement

	London NW10 0RL		
Fleet Stores Neasden Depot	Neasden Lane London NW10 1PH	Mon-Fri 07:30-14:00	By Prior Arrangement
Fleet Stores Hammersmith Depot	Lena Gardens London W6 7PY	Mon-Fri 07:30-14:00	By Prior Arrangement
Fleet Stores Ealing Common Depot	Granville Gardens London W5 3PA	Mon-Fri 07:30-14:00	By Prior Arrangement
Fleet Stores Upminster Depot	Front Lane Upminster Essex RM14 1XL	Mon-Fri 07:30-14:00	By Prior Arrangement
Waterloo & City Train Care Depot	Lower Road, London, SE1 8SE	Mon-Fri 07:30-14:00	By Prior Arrangement
JL Fleet Main Stores	Burford Road Stratford London E15 2SP	24/7 cover	By Prior Arrangement
Cockfosters	Cockfosters Maintenance Depot Bramley Road Enfield N14 4HX	Mon-Fri 07:30-14:00	By Prior Arrangement
Northfields	Northfields Maintenance Depot Northfields Avenue Ealing	Mon-Fri 07:30-14:00	By Prior Arrangement

	W5 4UB		

8.1.2 **FULL LOCATION LIST –** A full list of current Company locations is identified in Attachment 2 Consumables Documents.

8.1.3 **PROOF OF DELIVERY –** The Supplier will ensure that satisfactory records of Proof of Delivery shall be kept for all deliveries. At a minimum these are to include – Time, Date, Location, signature and name of recipient.

8.1.4 **PACKAGING –** Goods shall be delivered in suitable packaging. The Supplier will comply with all Applicable Laws and the Responsible Procurement Policy principles. All fulfilled Orders and packaging must be compliant with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).

9. STOCK HOLDING - The Supplier shall hold and maintain appropriate stock levels to meet the requirements in Clause 10 and Clause 10A of the Agreement.

The Supplier will hold a minimum of two weeks stock holding to meet the Company's average usage requirements over the previous six months for all fixings and fasteners.

The Supplier will hold a specialist requirement of a minimum stock level as defined by the Company up to a maximum of fourteen weeks stock holding to meet the Company's average usage requirements over the previous six months for screw spikes in the fixings and fasteners category.

10. ELECTRONIC PROCURE TO PAY (eP2P) – The Company requires that all Orders and invoices shall be completed electronically per the requirements as provided in the 'Electronic Procure to Pay (eP2P) Vendor Handbook' which is

included in the attachment ‘Standards – Consumables’. The Company’s preferred electronic format for invoices is Cxml. The Company reserves the right to specify any other format included within the Electronic Procure to Pay (eP2P) Vendor Handbook.

TECHNICAL

11. GOODS SPECIFICATIONS & REQUIREMENTS

11.1 **STANDARDS –** The supplier shall deliver the Goods to meet the requirements of the Agreement including, any Standards and any additional standards as laid either down in this Specification, or detailed in the table below:

Standard Number	Standard Description
1-552	Contract QUENSH Conditions
RIS-3279	Rail Industry Standard for High Visibility Clothing
T0403 A3	Wood sleepers, bearers, pitblocks and slipper runs
T0412	Track: Screwspikes
S1157	Track – Performance, Design and Configuration

The above standards are provided in the attachment ‘Standards – Consumables’. Where EN and BS Standards are stated, it is the responsibility of the Supplier to ensure Goods supplied are in accordance with the specified standard. Where BS standards are stated, equivalent EN or other equivalent standards are acceptable. However, approval must be sought in writing, prior to the supply of any goods to the ‘Company’, from the Company’s Representative.

Unless otherwise specified, the Goods are generally to be of an acceptable standard for use within a heavy industrial working

environment including track (on both live and dead rail); train maintenance depots; machine shops etc.

All hand tools shall, unless otherwise specified, be of heavy industrial quality and meet BS standard.

11.2 SAFETY CRITICAL GOODS -

Goods identified as Safety Critical (Appendix 2) shall be carefully controlled and monitored. The supplier shall inform the Company Representative in writing of any changes that are necessary, to a Safety Critical item, and no changes shall be permitted without formal documented assessment by the Company Representative. Failures of any system or component in this category shall be reported to the Company Representative.

Components identified as Safety Critical the supplier shall ensure;

a) any change in supplier or manufacturer, or sub-contractor, or the component or system shall be regarded as a change to the Goods and approval shall be sought of the Company's Representative.

b) appropriate expert technical advice shall be sought during the change to any Safety Critical Goods

c) a high degree of compliance with design and stated maintenance activities shall be demonstrated,

d) Supplier Representative requesting changes to any Safety Critical Goods shall be able to demonstrate competence through possession of appropriate accreditation, experience or professional qualifications and delegated authority.

11.3 **DRAWINGS –** Supply of Goods shall be made in accordance with Clause 3.14 Design and Clause 14 Inspection and Testing of the Goods and the terms of the Agreement.

When drawings are provided by the Company to the Supplier, the Supplier will supply Goods to the specification set out in the drawings or technical documentation. The Company will notify the Supplier in writing of any product or design changes required. A testing process will take place before the implementation of any changes.

Where drawings are the property of the Supplier the Supplier will advise the Company of any changes with reasonable notice to maintain continuity of supply and the Company's operational requirements.

The Supplier must inform the Company of any changes to specifications of the Goods in advance of any manufacture of the Goods. The Supplier shall obtain approval from the Company of any design change of the Goods in advance of manufacture of the Goods. Where insufficient details exist to manufacture the Goods the Supplier shall propose the missing details and gain approval in advance of manufacture of the Goods.

.

12. OBSOLESCENCE MANAGEMENT – The Supplier shall be fully responsible for monitoring obsolescence and shall evaluate the likelihood of obsolescence or supply issues at appropriate time periods in order to give the Company prior notice of supply chain risk. The Supplier will manage any incidence of obsolescence or supply issues and implement actions to ensure the continued supply of requirements and provide recommendations for replacements where required.

13. RECORDS & DOCUMENTATION – The Supplier is responsible for retaining copies of all documentation relating to the supply of raw materials, manufacture & testing, and delivery documentation of all Goods supplied

under this Agreement and any Contract. These records will be kept by the Supplier for the length of the Goods for a period of not less than twelve (12) years. The documentation may be reviewed by the Company at any point during the stated retention period.

PROCEDURES

14. **SAFETY –** The Supplier will at all times, whether on the Company's premises or its own, comply fully with the Health and Safety at Work Act 1974, any other safety requirements the Company requests. The Supplier will notify the Company within 24hrs, of any serious incident or fatality which occurs on the Supplier's premises.
15. **RESTRICTIONS –** Whilst on any TfL Group sites the Supplier is to comply (and ensure that its personnel and those of its sub-contractors comply) with the general conditions appertaining to the respective location. For example, "No Smoking, "No Radios", "No Portable CD Music/Media Players", "No Swearing", "No Drugs", "No Alcohol" etc. and comply with all alarm testing and evacuation procedure as directed.

    PASSES & PERMITS – The Company will advise the Supplier in the Mobilisation Plan which of the Supplier's Personnel will require Sentinel and / or Area A passes to meet their obligations under this Agreement. The Company will provide the required training to the Supplier's Personnel on the Company's premises at no charge to the Supplier.

Attachment 1 – Standards - Consumables

1.1 Contract QUENSH Conditions Menu
1.2 1-483 High Visibility Clothing for going on or near the track
1.3 T0403 A3 Wood sleepers, bearers, pitblocks and slipper runs
1.4 T0412 Track: Screwspikes
1.5 S1157 Track – Performance, Design and Configuration
1.6 TfL Open Catalogue Interface (OCI)
1.7 SAP OCI

1.8 Electronic Procure to Pay (EP2P) Vendor Handbook

Attachment 2 – Consumables Documents

1.1 TfL Addresses

1.2 Vending Data Sheet

Appendix 1: Contract Material Data Sheet

Appendix 2: Safety Critical Goods List

[To be provided during contract mobilisation]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Schedule 4

Form of Order

Transport for London
London Underground Limited

Purchase order

Page 1 of 2

Vendor address

Contact

Requested by :

Telephone :

Invoice to

London Underground Ltd
Accounts Payable
1st Floor
PO Box 45276, 14 Pier Walk
London SE10 1AJ
Telephone: 0845 303 5100
Fax: 020 3054 5331
email: accountspayable@tfl.gov.uk

Information

Purchase order no. :
Creation date :
Vendor no. :
Currency :
Payment terms :

Delivery address

London Underground Limited
55 Broadway
London
SW1H 0BD
Or as agreed below

Instructions to vendor

The supply of goods/services under this purchase order is subject to the Purchase Order Conditions which are available on www.tfl.gov.uk or available upon request from the contact named below. Supply of goods or services under this purchase order indicates your acceptance of such conditions.

Please note that this Purchase Order constitutes a call off from the Contract for the supply of Consumables and performance of related services and that the terms of this contract apply to this Purchase Order. PLEASE THEREFORE NOTE THAT THE REFERENCE TO PURCHASE ORDER CONDITIONS IN THE ABOVE STANDARD STATEMENT DOES NOT APPLY TO THIS TRANSACTION.

Item	Description	Quantity	UM	Net price	Total price

Procurement Department: **Date:**

London Underground Limited.
Registered Office: 55 Broadway, London SW1H OBD. Registered in England and Wales no. 01900907.
VAT number: 756 2770 08. London Underground Limited is a company controlled by a local authority within the meaning of Part V of the Local Government and Housing Act 1989. The controlling Authority is Transport for London.

MAYOR OF LONDON If you have problems reading this text please call 020 70384614

Schedule 5A
Variation Procedure

1 The cost of any Variation Order shall be agreed between the parties taking account of the reasons why the Variation Order was required.

2 The Company may propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Agreement and the relevant Contract shall thereupon be varied accordingly.

3 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Agreement and the relevant Contract shall thereupon be varied accordingly.

4 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.

5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods to be supplied.

6 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Agreement and each Variation Procedure.

7 The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Agreement and each Variation Procedure before the commencement of such additional work.

8 Notwithstanding paragraph 9, the price for any Additional Goods shall not exceed the cost of the product to the Supplier (taking into account any discounts or reimbursements it receives from its supplier) plus a reasonable Margin which shall (unless the Company agrees otherwise at its sole discretion) be no more than the relevant Margin below according to the Category of the Additional Good (as determined by the Company):

Category	**Maximum Supplier Margin**
Fixings & fasteners	[redacted]
Oils & greases	[redacted]
Personal protective equipment	[redacted]
General consumables	[redacted]
Tools	[redacted]

9 The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Agreement and the relevant Contract, including, but not limited to the Specification.

10 Strict adherence to the procedure described in this Schedule 5A shall be a condition precedent to any addition to the price for the Goods. If the Supplier does not adhere to each paragraph in this Schedule 5A then the Supplier shall not be entitled to any addition to the price notwithstanding that the Supplier may have supplied additional or varied Goods.

Appendix 1

Form of Variation Proposal/Variation Order

To:	**From:**

Contract Reference Number:
Order Number
Variation Number:
Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)	
Description of change:	
Reason for changes and impact (if any) on Agreement/Contract:	
Variation Proposal Authorised by:	**Proposal Date:**

PART B (TO BE COMPLETED BY THE SUPPLIER)	
Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.	
Expected Order Delivery Date:	
Supplier's Representative: **Print Name:** ..... **Signature:** ..... **Date:**	
Completed document to be returned to the Company's Representative	

PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)
Comment on Parts A and B:
Variation Authorisation **Company's Representative:** **Print Name:** …… **Signature:** **Date:** …… ……

Schedule 5B
Listed Product Procedure

Company request procedure

1 The Company may at any time, by written notice from the Company's Representative to the Supplier's Representative, request a proposal from the Supplier for the supply of an Listed Product. Such notice shall:

(a) specify the date by which the Company (acting reasonably, including with regard to the nature and use of the product) requires a response;

(b) include an outline description of the product requested and, where known, state whether that product is Safety Critical:

(c) indicate whether the product requested is intended to replace an existing Good; and

(d) state the Category the product falls within.

2 No later than the deadline specified in the notice, and within 10 Working Days in any event, the Supplier shall provide a proposal for supplying the Listed Product (the "**Listed Product Proposal**"), which shall include the following details:

(a) a quotation for the price for supply of the Listed Product (the "**Quoted Price**"), which shall include a breakdown of the cost of the product to the Supplier (taking into account any discounts or reimbursements it receives from its suppliers) and the Margin the Supplier is applying to this cost (which shall be no more than the maximum Margin for the relevant Category); and

(b) unless the Company has requested a specific product itself and does not require any further detail, a detailed description of the product.

3 If the Company wishes to proceed, the Company's Representative may discuss any aspect of the Listed Product Proposal with the Supplier's Representative and may request that the Supplier reissue the Listed Product Proposal to reflect such discussions.

4 The Company may, at any time within twenty (20) Working Days of receipt of the Listed Product Proposal (or the amended proposal following discussions under paragraph 3), instruct the Supplier to supply the Listed Product at the Quoted Price (which will be referred to as an "**Listed Product Notice**") and such notice will include:

(a) whether the product should be added to the online lists of Catalogue Items and/or MRP Items and/or whether the product is to be supplied at any locations as a VMI Item or whether the product should be supplied as an Ad Hoc Item on a one-off basis;

(b) the SAP reference number for that product (if applicable); and

(c) if not already specified by the Company, whether the product is Safety Critical,

and this Agreement and any relevant Contract shall be amended, or deemed to be amended, accordingly save that, where the Company states the product is to be supplied as an Ad Hoc Item, the list of prices in Schedule 2 shall not be amended other than in respect of the one-off supply of the Ad Hoc Item.

Supplier proposal procedure

5 The Supplier shall propose a Listed Product to the Company where it considers such supply may be economically advantageous to the Company or where there may be some other benefit to the Company. The Supplier's Representative will provide to the Company's Representative:

(a) a quotation for the price of the Listed Product (the "**Quoted Price**"), including a breakdown of the cost of the product to the Supplier (taking into account any discounts or reimbursements it receives from its supplier) and the Margin the Supplier proposed to apply to this cost (which shall be no more than the maximum Margin for the relevant Category);

(b) a detailed description of the proposed product;

(c) the reason the Supplier believes the proposed product will be economically advantageous to the Company or any other benefit to the Company;

(d) an indication of whether it considers that the product is Safety Critical; and

(e) an indication of the Category it believes the product falls within,

(the "**Listed Product Proposal**").

6 The Company's Representative may discuss any aspect of the Listed Product Proposal with the Supplier's Representative and may request that the Supplier reissue the Listed Product Proposal to reflect such discussions.

7 The Company may, at any time within twenty (20) Working Days of receipt of the Listed Product Proposal (or the amended proposal following discussions under paragraph 6), instruct the Supplier to supply the Listed Product at the Quoted Price (which will be referred to as an "**Listed Product Notice**") and such notice will state:

(a) whether the product should be added to the online lists of Catalogue Items and/or MRP Items and/or whether the product is to be supplied at any locations as a VMI Item;

(b) the SAP reference number for that product;

(c) whether the product is Safety Critical; and

(d) the Category the product falls within.

and the Agreement and any relevant Contract shall be amended, or deemed to be amended, accordingly.

Pricing

8 Any Quoted Price must be the total price which would be payable by the Company and shall cover all costs associated with the supply of the Listed Product.

9 The Supplier shall at all times act reasonably and shall price the supply of each Listed Product at the lowest possible cost to the Company that it is reasonably and economically practicable for the Supplier to offer.

10 Notwithstanding paragraph 9, the Quoted Price of the product shall not exceed the cost of the product to the Supplier (taking into account any discounts or reimbursements it receives from its supplier) plus a reasonable Margin which shall (unless the Company agrees otherwise at its sole discretion) be no more than the relevant Margin below according to the Category of the Listed Product (as determined by the Company):

Category	Maximum Supplier Margin
Fixings & fasteners	[redacted]
Oils & greases	[redacted]
Personal protective equipment	[redacted]
General consumables	[redacted]
Tools	[redacted]

Schedule 6

QUENSH and Quality and Safety Plan

Standard Category 1

S1552 A18 Contract QUENSH conditions

Please read the written notices

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1 Purpose

The purpose of the Contract QUENSH (Quality, Environmental, Safety and Health) Conditions is to control risk down the supply chain for contracted work on LU Operational Property or other LU premises which affect / impact upon the operational railway.

QUENSH enables the Client to identify, against the particular package of work, what risks need to be considered during implementation. The relevant QUENSH requirements can then be agreed with the Supplier and applied to the contract to mitigate those risks.

QUENSH is therefore a document which will enable suppliers working under an agreement with LU to cascade the appropriate LU requirements down their supply chain to ensure that risks are understood and controls embedded in plans and working arrangements.

Note: The requirements detailed in this standard are in addition to legislative requirements, British and European standards, industry good practice and other Category 1 Standards.

2 Scope

QUENSH applies to every contract for works, activities or services supplied to LU which take place on LU Operational Property or other LU premises which affect / impact upon the operational railway. The Client determines the relevant conditions on the basis of risk associated with the works, activities or services.

The Client may apply QUENSH, in its entirety or in part, to any other contract that affects LU's business.

The project scope will determine the standards, or parts of standards, that must apply.

Where a concession may be required to an applicable standard, the relevant LU client representative must refer to LU standard S1641 "Concessions to Standards".

When a project is underway, new or changed standards must not be used to vary scope, particularly beyond design 'freeze', unless the change relates to a change in law or there is a demonstrable cost benefit.

3 Roles and responsibilities

The application of QUENSH and the relationship that shall be applied between the Client and Supplier is defined below and described further in Attachment 1.

3.1 The Client

The Client shall:

1) be responsible for ensuring the requirements outlined in this standard are managed in all contracts where they are applicable

2) identify the point of contact that will represent the Client's organisation.

This representative shall be responsible for ensuring compliance with LU's Standards and processes. This work may be amalgamated within other recognised roles, within the Client's organisation.

3.2 The Supplier

The Supplier shall be responsible for managing the activity of the Supplier's organisation and their supply chain so that compliance with the QUENSH Contract Conditions and the associated LU standards is achieved.
The Supplier shall:

1) be responsible for satisfying QUENSH requirements applicable to the works

2) have or develop a comprehensive knowledge of the QUENSH Contract Conditions and the associated LU standards

3) have or develop an understanding of how 'works' can impact on the operational railway, including LU staff, customers and assets

4) ensure that all suppliers forming part of the supply chain (sub-contractors) comply with all applicable QUENSH Contract Conditions and associated LU and Tube Lines standards

5) upon contract award, the point of contact who will represent the Supplier's organisation and their supply chain, where applicable.

This representative shall assure the Client that full compliance with QUENSH is being achieved within the supplier organisation and its supply chain, where applicable. This work may be amalgamated within other, recognised roles within the Supplier's organisation.

Note: The intention is to accommodate this work within the Supplier's project team without creating a specific role; the point of contact shall be a co-ordination function.

4 Agreement of the applicable QUENSH contract conditions

The QUENSH contract menu (form F0780) or the contract shall be used by the Client to identify and apply relevant requirements to particular packages of work.

The applicable conditions shall be identified by competent persons.

Where a QUENSH menu is produced, it shall be issued as a part of the Invitation to Tender (ITT).

The Supplier shall evaluate the scope of work against each condition selected by the Client on the menu as being applicable. If the Supplier's selection of requirements differs from the Client's then the Supplier shall give a clear explanation of the reason for these differences as part of the tender.

Differences in the Client and Supplier menu selections will be discussed and resolved with the Client's representative at subsequent tender review meetings.

The agreed version of the menu selections shall form part of the contract in that it shall be complied with by Suppliers and their supply chain.

The menu shall be updated by the Client for agreement by the Supplier if the contract is subsequently varied to include significantly additional, or different, works or services.

5 Supplier's selection of sub-contractors

The Supplier shall ensure that its procurement management system evaluates and selects sub-contractors not solely on the basis of cost but also for their ability to meet LU requirements. The Supplier shall provide with their tender details of the basis for the selection of all proposed sub-contractors and how they are selected.

6 Identification of Safety Critical Activities

Suppliers shall identify all Safety Critical Activities associated with the Contract and submit details with their tender. LU Safety Critical Activities shall be identified as set out in legislation and LU standard S1548 'Safety Critical Work'. Agreement shall be reached with the Supplier regarding which Safety Critical Activities are associated with the Contract.

The Supplier shall regularly review the method of work and identify any further safety critical tasks for agreement with the Client before starting that activity.

7 Works environmental management

The Supplier shall develop and document arrangements for managing environmental impacts.

The Supplier shall:

1) ensure that the arrangements demonstrate the approach and structure of the necessary environmental management to be employed on the Contract
2) maintain and periodically review the arrangements and forward amendments to the Client.

8 Emergency Plan

The Supplier shall prepare Emergency Plans relating to fire and other health, safety and environmental emergencies and ensure that all personnel are aware of the arrangements in them. The Emergency Plan shall define the arrangements, procedures and measures that will be implemented to eliminate or minimise the identified hazards and the potential hazards, including those specified by the Client. The Plan shall:

1) clearly state the procedures to be adopted for each emergency

2) list the duties and responsibilities of personnel on site

3) identify a senior site official with responsibility for liaison with the emergency services and

4) include the names and telephone numbers of the Supplier's staff (including mobile telephones if applicable) who can organise or assist with emergency action (including safety, fire or environment) in the event of an incident occurring on the site outside normal working hours or when the Supplier is absent from the site.

All such plans shall reflect and be complementary to local LU evacuation procedures.

The Emergency Plan shall be kept at site along with any other documents, posters or notices required by law or directed by the Client. Where the works, activities or services being provided is carried out on an 'ad hoc' basis, e.g. fault repair, the Emergency Plan shall always be available on site while work is in progress. The Supplier shall provide the Client with a copy of the Emergency Plan.

9 Method statements

The Supplier is free to use its own format for method statements; LU does not mandate a specific format. However, the LU supply chain has developed a method of producing and briefing a safe method of work to the labour force. Copies of the templates can be obtained from LU's Approved Products Register at www.lu-apr.co.uk by registering and then searching for SMoW or selecting product ID 479.

Note: The use of this format is not mandatory, but suppliers are free to use it or adapt it to suit their works.

10 Health, Safety and Environment File

The holder (LU or Tube Lines) of stored Health, Safety and Environmental file information and any other stored health and safety information on the known or potential hazards and risks that are present at a location shall supply the information to any party requesting it who is either engaged or potentially involved in work at that location.

11 Pre-start LU health, safety and environment meeting

The Client shall determine the need for an LU specific pre-start health, safety and environment meeting. Where required the Client shall invite (as appropriate) representatives from the London Fire and Emergency Planning Authority (LFEPA), LU, Tube Lines Fire Safety Manager or relevant fire protection task engineer, relevant safety and environmental regulators, the Supplier's representative, Supplier site representatives and any specialist representatives (such as the LU or Tube Lines Asbestos Control Units) to attend a pre-start meeting.

If appropriate the Client shall also invite a representative from the British Transport Police to attend the pre-start health, safety and environment meeting to discuss work likely to affect passenger flow and movement in stations, crime prevention and general security.

Appropriate attendees shall also be invited to visit the site on a regular basis. The Supplier shall comply with any instructions from the Client resulting from these visits.

12 Supplier's site induction

The Supplier shall ensure that their personnel and any visitors to the site are made aware of the Supplier's health, safety and environmental requirements specified in the Contract relevant to site safety.

13 Site Person in Charge

A declaration of the competence of the Site Person in Charge, contained in form TSW 035 available from the Client, shall be signed by the employing manager which shall deem that the Site Person in Charge has the necessary supervisory skills and sufficient knowledge on the technical, health, safety and environmental aspects of the scope of the work to act in the capacity of the Supplier's Site Person in Charge.

Where the Site Person in Charge will be working in an area defined as 'track', the roles and the responsibilities of a Site Person in Charge, including the additional requirements for their appointment, can be found in the following Rule Books:

1) Rule Book 14 'Possession planning and management'
2) Rule Book 15 'Possession protection methods'
3) Rule Book 16 'Going on the track in Engineering Hours'
4) Rule Book 20 'Engineering staff - Traffic Hours protection'

Copies of the Site Person in Charge Declaration Form (TSW035) which can be used for both Track and Non-Track purpose can be found on the Rule Book intranet site.

14 Staff requirements

14.1 Behaviours

14.1.1 Alcohol and drugs

In compliance with LU standards S1251 'Alcohol and work' and S1257 'Drugs and work' and the Transport and Works Act, all Suppliers' staff are prohibited from consuming alcoholic drinks or consuming or using drugs at work, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on LU's Premises.

A DAMSP (Drugs Alcohol Medical Screening Programme) Certificate shall be carried by the Supplier's personnel at all times where they are undertaking Safety Critical Activities.

Suppliers shall conduct unannounced drugs and alcohol testing of at least 5% of their workforce that undertake Safety Critical Activities per annum.
Testing for drugs and alcohol, certification and evidence

When required by the Client, the Supplier's personnel shall co-operate by providing breath tests or specimens for analysis in the following circumstances:

1) prior to starting the Contract or an approved training course
2) annually
3) unannounced and on a random basis in addition to testing for any other reason
4) when suspected of an infringement of a legal requirement
5) following an incident.

Failure to comply with this requirement may result in civil or criminal action against the individual, the Supplier or both. Testing will be undertaken at the Supplier's expense. Information on laboratories approved by LU for alcohol and drugs screening is available from the Client.

Records of testing shall be produced by the Supplier on request or at specified intervals as determined by the Contract. Records of individuals who have failed to meet LU's requirements shall be supplied to the Client and made available to LU.

14.1.2 Control of hours worked

The longest shift in any roster shall be 12 hours.

The minimum amount of rest between any two shifts shall be 11 hours.

Suppliers shall comply with the Working Time Regulations and any subsequent amendments. As determined by the Supplier, the consecutive days that may be worked before a rest period when working on, over or adjacent to the railway shall be either:

1) six consecutive days, followed by a rest period of not less than 24 hours
2) 12 consecutive days, followed by two consecutive rest days, each of which is not less than 24 hours
3) Within any 14 day period, two rest periods, each of which is not less than 24 hours.

In calculating the numbers of hours worked by personnel, the Supplier shall take fully into account those hours worked for any other Supplier.

The Supplier shall maintain records of employee's working hours and these shall be made available to the Client, immediately upon request, for monitoring and audit purposes.

14.2 Control of hours worked

14.2.1 Working Time Regulations

Suppliers shall comply with the Working Time Regulations and any subsequent Amendments. This shall include, but is not limited to:

The minimum amount of rest between any two shifts shall be 11 hours.

As determined by the Supplier, the consecutive days that may be worked before a rest period when working on, over or adjacent to the railway shall be either:

1) six consecutive days, followed by a rest period of not less than 24 hours
2) 12 consecutive days, followed by two consecutive rest days, each of which is not less than 24 hours
3) within any 14 day period, two rest periods, each of which is not less than 24 hours.

In calculating the number of hours worked by personnel, the Supplier shall take fully into account those hours worked for any other Supplier.

The Supplier shall maintain records of employee's working hours and these shall be made available to the Client, immediately upon request, for monitoring and audit purposes.

14.2.2 Fatigue

Adherence to the Working Time Regulations does not manage the risk of fatigue and suppliers shall implement controls to reduce, so far as is reasonably practicable, risks arising from employee fatigue. The control of risk from fatigue is needed even if there is no shift work, significant overtime or safety critical work being undertaken.

In considering the risk of fatigue, suppliers shall include but not limit their controls to:

1) the longest shift in any roster shall be 12 hours. When working nightshifts, consideration to reducing the shift length shall be given due to the increased risk of fatigue
2) the door to door time (combined travel time and work time) shall not be planned to exceed 14 hours.

Special consideration shall be given to first night shifts due to the change in work/sleep patterns.

Suppliers shall have suitable systems in place to demonstrate how they manage risks associated with fatigue, which shall include the use of suitable fatigue assessment methods to assess proposed work patterns and actual hours worked.

This shall include the identification and assessment of work patterns for other employers.
Suppliers shall refer to the Office of Road and Rail document “Managing Rail Staff Fatigue” or the Health & Safety Executive document “Managing Shiftwork” (HSG256) as appropriate for guidance on managing fatigue in railway and non-railway staff.

In addition, where safety critical work as defined in LU Standard S1548 ‘Safety Critical Work’ is identified, suppliers shall submit detailed rosters and associated fatigue risk management plans which will include, but are not limited to, fatigue risk assessments.

14.3 Knowledge

14.3.1 English language

The default language for all Suppliers and services to LU shall be English and this requirement shall extend to:

1) oral communications
2) all written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those staff that have responsibility for managing the Contract and the Supplier's personnel whilst they are working on LU Premises shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

The Client may permit the presence of Supplier’s team members who are not competent in the English language provided that the Supplier can demonstrate to the satisfaction of the Client that:

1) such team members will receive the required safety training/briefing (including any emergency procedures) before commencing work
2) the Supplier will make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by, all such team members.

14.3.2 Access card and worksite briefing

All Supplier personnel who work on LU Premises shall be able to evidence by approved methods that they have successfully attended an LU specific Health & Safety induction as set out in LU Rule Book 10 – ‘Station accesses.

Suppliers shall maintain records of all the operatives attending the briefing. These records shall be made available to the Client upon request.

14.3.3 Visitors to sites

Visitors who are accompanied by a suitably competent and licensed Tube Lines or LU staff need not hold an LU access card nor complete the worksite briefing where they are not undertaking any physical work; where their presence on site is

not interfering with any work; where they are not going on or about the track in either Engineering or Traffic Hours, or anywhere where their presence places neither themselves or others at any risk.

14.4 General competence

14.4.1 Evidencing competence of safety critical staff

The Supplier shall demonstrate the competence, medical fitness, qualifications and training of safety critical staff as set out in LU Standard S1548 'Safety Critical Work'.

14.4.2 Identification of safety critical staff

The Supplier shall provide a means of identification for all staff employed on safety critical works as set out in LU Standard S1548 'Safety Critical Work'.

14.4.3 Competent external safety critical personnel

The services of Protection Masters, Train Masters, Possession Masters and Cable Linemen shall only be procured from organisations that have demonstrated themselves to be competent to provide such services.

14.4.4 Training

The Supplier shall ensure that its staff and those of its appointed supply chain) are competent, fully aware of QUENSH requirements and the controls and process to manage the risks pertinent to both the works and individual staff roles.

Where required by the Contract and before starting work on site, the Supplier's personnel shall attend and achieve the required standard in the courses agreed with the Client. These courses will cover the rules, procedures and instructions to ensure that staff are safe on or about the operating railway. Training can only be provided by an LU Accredited Training Provider.

Supplier's personnel attending any of LU safety training courses shall not have performed work in the 11 hours preceding the start of the course and be sufficiently alert and awake as to derive full benefit from the course.

Note:	Attendance at an LU accredited course shall be considered to be the equivalent of performing work for the duration of the course. The Accredited Training Provider will issue a certificate to the Supplier's personnel who have successfully completed a course. This certificate shall be carried at all times whilst on duty. The certificate will not be renewed on expiry unless the Supplier's personnel have attended and passed the appropriate refresher training course.

All training certificates issued by an Accredited Training Provider remain the property of LU and are valid for the duration stated on the certificate. No certificate shall be valid if it has been defaced.

14.4.5 Asset specific competence

Suppliers shall demonstrate to the Client the competency to perform works on specific assets as required by the governing standards.

14.5 Medical requirements

All Suppliers shall comply with LU's medical requirements as set out in LU standards S1601 'Management arrangements to assure medical fitness' and S1602 'Corporate medical standard for personnel requiring safety on the track certification'.

14.6 Identification of Suppliers staff

The Supplier's personnel and their sub-contractors shall wear high visibility clothing which carriers the Supplier's company name, at all times when on or about the operational railway.
The Supplier's staff shall not wear LU branded high visibility clothing, unless working under a "labour only" contract and requested to do so by the LU Project Manager.
High visibility vests shall comply with the requirements of LU Standard S1483 'High visibility clothing for going on or near the track'.
Where, following a risk assessment, the wearing of a separate high visibility garment could produce a risk of personal injury, and then the Supplier shall agree other arrangements with their LU point of contact to ensure that the Supplier's staff and sub-contractors are easily identified.

14.7 Clothing

Suppliers shall not wear any garment or article that impedes their vision or hearing when working on LU infrastructure, unless required as part of a safe system of work, e.g. hearing protection.

The wearing of hats, clothing with hoods and any other headwear is prohibited when working on LU infrastructure with the exception of:

- hoods or headwear required as PPE in response of a risk assessment
- headwear specifically designed:

1) to be compatible with PPE **and**
2) not to impede vision or hearing.

15 Permits and licences

15.1 LU specific permits and licences

Permits and licences shall be required for:

1) movement of materials (see clause 35.1 'Conveyance of loads on lifts and escalators')
2) storage of materials (see clause 44 'Storage')

3) access to sub-stations, electrical switchrooms, equipment rooms and signal equipment rooms (see clause 40 – 'Access to electrical sub-stations, working equipment, relay and other secure rooms

4) Access to electrical sub-stations, working equipment, relay & other secure rooms' and 41 'Entering areas with gaseous fire suppression systems')

5) Working in the lift or escalator environment (see clause 37 'Working in or near lifts and escalators')

6) Hot work and fire hazardous work operations (see clause 43 'Hot work and fire hazards') and

7) Visiting LU operational locations (see clause14.2.3 'Visitors to sites').

Where licences or permits are required, the Supplier shall ensure they are prominently displayed at all times during the work period and in a position and manner approved by the Client. If the licence or permit is defaced, removed or obstructed without authority, the Supplier shall apply for it to be replaced immediately.

The Supplier shall apply for permits or licences to the Client at least 14 days prior to the proposed commencement date.

Permits, certificates and licences are issued on an individual basis and are not transferable to other persons or companies. If any of these documents are lost or damaged, the Supplier must advise the Client as a matter of urgency.

15.2 Permits, licences and certificates for Supplier's staff

Suppliers shall:

1) hold a record of all licences, permits and certificates issued to its staff by LU or Accredited Training Providers

2) ensure that their staff carry their DAMSP (Drugs, Alcohol Medical Screening Programme) certificates and relevant training certificates

3) allow sufficient time to ensure that its staff are properly trained and registered before starting work on the Contract.

If the Supplier's staff fail to produce the stipulated licences when requested to do so by any member of LU staff, they shall be required to leave the LU Premises immediately. No cost or delay incurred by the Supplier as a result of such a failure will be accepted by LU.

16 The principles of access

16.1 Introduction

Access to the LU network is controlled by separate but interdependent regimes.

16.2 Access to stations

All Suppliers shall access LU station premises in accordance with Rule Book 10 ‘Station access’. Suppliers shall seek access to the station via the LU Access department.

All Supplier staff shall be able to evidence by approved methods that they have successfully attended an LU specific Health & Safety induction. Additional authority will be required to gain access to any secure equipment room.

The person leading the group must be competent to act as a Site Person in Charge:

- for non-track locations by a letter of authorisation from their accountable manager.

16.3 Access to the track

Access to London Underground Railway track and the protection required to permit this shall be in accordance with the following Rule Books:

1) Rule Book 14 ‘Possession planning and management’
2) Rule Book 15 ‘Possession protection methods’
3) Rule Book 16 ‘Going on the track in Engineering Hours’
4) Rule Book 17 ‘Managing access to the track in Engineering Hours’
5) Rule Book 20 ‘Engineering staff - Traffic Hours protection’
6) Rule Book 21 “Personal safety on the track”.

For access to the track where Network Rail rules apply, Network Rail protection standards must be complied with. LU will allow the Supplier’s personnel access to reach the site locations via the railway using an authorised route, except where there is public access.

Permission to carry out work on LU infrastructure must be granted by the LU Access department. Access applications, particularly at interchange and interface locations, may require permission to be granted by more than one party.

16.4 Access to depots

Procedures for gaining access to a depot are set out in LU Rule Book support document ’Depots and sidings’.

All non-emergency work or non-call staff work must be requested in advance from the LU Access department. Once approved by the LU Access department, work will be published in the Engineering Notice Look Ahead and Engineering Notice. Before starting work, staff must obtain permission from the designated person responsible for the depot concerned.

17 Applying for planned access

17.1 Introduction

All access requests, including those of PFI suppliers, third parties and suppliers contracting with Tube Lines, shall be made via the Worksite Request System, and then processed by the Access department. A booking reference number will be issued to the supplier once the request has been operationally reviewed, clash checked and approved.

18 Applying for General Access

General Access (GA) is a category of access for undertaking non-exclusive / non-rstrictive works on LUL infrastructure, using all necessary tools and equipment. Booking reference numbers may be valid for up to a whole financial year, but may also be issued for shorter time periods to suit work demands.

18.1 General Access

This will be granted at the discretion of the Access manager, if the nature of the work meets the requirements for a General Access application. Constraints that apply to general access.

A Supplier shall only undertake GA activities that have been previously agreed by the LU Access department. Only those companies or departments authorised for General Access shall carry out these activities. (This may include sub-contractors, but they will be working under the main Supplier title and it will be the responsibility of the main supplier to manage this process). Planned Work shall be given precedence over GA activities. A General Access booking reference number will be provided for each GA activity being undertaken Requests for GA shall be made at the notice period set out in contractual documentation before start on site. Bookings will be authorised for periods up to 12 months.

19 Access for fault repair

Access in response to a reported fault is managed differently to planned access. By definition it is not for planned works ordered through the PPP, PFI or another contract. Faults are reported to a Fault Reporting Centre (FRC). For each job raised in response to a reported fault, a unique fault reporting number is allocated. The fault number is the equivalent to a SABRE Number and can be used to gain access to a station or the track for the purpose of rectifying the reported fault. Only recognised fault numbers are acceptable ‘access numbers’ to entitle the Supplier access onto the station to fix the fault. Any fault number presented to the Track Access Controller (TAC) when access to the track is being requested must be supported by verification of the number, work site and work description being supplied to the TAC by the FRC. These details are normally faxed direct to the TAC by the FRC. Fault rectification works do not require an Operational Assurance Certificate. A safe system of work must be established and applied at all times.

Note:	In Traffic Hours at busy stations, it is strongly advised that the Supplier contact the Customer Service Supervisor or the Customer Service Manager before attending site. There may be working restrictions due to passenger volumes. It may be necessary to rectify the fault overnight in Engineering Hours.

20 Operational Assurance

Operational Assurance (OA) approval (by LU) is required when planned engineering work could impact on station or train operations. The criteria for this are set out in LU Standard S1538 'Assurance', Section 3.9 'Supplementary requirements for the assurance of works impacting on the operational railway'. The OA process ensures that, for planned work on LU Premises, which may have an operational impact, the relevant LU operational/access manager has been assured that:

1) safety risks to customers and staff are being managed to As Low As Reasonably Practicable (ALARP)

2) suitable consultation has taken place between the operational / access managers or their nominated representatives and those conducting the work.

Application to the relevant LU operational/access manager for OA shall consider ongoing operational inspections and consultation with regard to cross boundary issues. Work cannot take place and access bookings will not be published in the Engineering Notice or the Station Works Plan (SWP) unless OA has been received and accepted by the relevant LU manager for the site. Access bookings may be made in advance of OA being granted.

21 Closures and possessions

21.1 Requirements for Closures

Where works will affect normal LU Station or Trains operation the Supplier shall request a Closure. Application is made on a Closures Request Form and must be submitted to LU 540 days in advance of the proposed date for a Major Closure and 222 days in advance of a Minor Closure, as required by the contractual documentation. Shorter notice may be accepted by LU at its discretion. Major closures are those which occur between 06:00 and 21:00 Monday to Friday, excluding any works which are lift and escalator based. Closures outside this time are deemed Minor Closures or station closures.

21.2 Requirements for possessions

The requirements for planning and managing possessions are specified in LU Rule Book 14 'Possessions planning and management' and Rule Book 15 'Possession protection methods'.
For possessions involving other infrastructure controllers or equivalent, the site owner's procedures and Site Specific Engineering Agreements must also be applied. A representative from the other organisation must attend the possession planning meeting, at which:

1) protection of the possession area beyond the procedural boundary must be arranged with the representative from the other organisation. The agreed details must be published in the Engineering Notice and the other organisations' Weekly Operating Notice or equivalent publication

2) it must be agreed which method of protection will be used and what means of communication will be established between LU and the other organisation. Except for emergency possessions, details of all possessions must be published in the Engineering Notice.

22 Controls at point of access

22.1 Publication of works

All planned work, after approval, is "published" in one of the following:

1) the Traffic Circular and Engineering Notice Look Ahead for trains or possessions, exclusive/restrictive access etc. on the track
2) the daily Engineering Notice
3) the SWP for stations
4) the GA Plan
5) the SABRE system.

Planned Work cannot take place unless published in one of the above.

22.2 Checks at point of access

The Supplier must be prepared to show evidence of:

1) booking reference number (including GA) or fault number
2) appropriate Personal Protective Equipment (PPE)
3) that they have successfully attended an LU specific Health & Safety induction along with other, certificates and licences as appropriate.

The Supplier shall ensure that copies of the relevant Health, Safety and Environment arrangements and safe systems of work are readily available at work sites.

22.3 Signing in with the Customer Service Supervisor/Manager

The Evacuation Register and Person in Charge Evacuation Register (PICER). All persons seeking access shall sign on with the customer service supervisor/manager and shall complete the Person in Charge Evacuation Register (PICER) and comply with the requirements of Rule Book 10 'Station access'.

22.4 Person providing protection

22.4.1 Person providing protection

The roles and responsibilities of the Protection Master/Protecting Workers on the Track are set out in the LU Rule Books, including:

1) Rule Book 15 ‘Possession protection methods’
2) Rule Book 16 ‘Going on the track in Engineering Hours’
3) Rule Book 20 ‘Engineering staff - Traffic Hours protection’

22.4.2 Possessions

The Possession master takes responsibility for access to the area under possession and safety within the entire area of a possession. No one can enter this area without first receiving permission from the Possession Master. The other personnel listed above are dedicated protection resources which may be required for a possession. Information on possessions, including roles and responsibilities for the Possession Master is contained in Rule Book 14 ‘Possessions planning and management’.

23 Removal of Supplier’s personnel from LU Premises

Suppliers shall take appropriate actions to prevent and eliminate unacceptable behaviour or conduct. The Client reserves the right to object to and (where appropriate) immediately expel any of the Supplier's personnel or supply chain employed on the works.

24 Incidents

All Suppliers shall have contingency plans and remedial measures for incidents, including provision of support for individuals experiencing trauma as a consequence of an incident. All Suppliers shall comply with LU standard S1556 ‘Incident Reporting and Investigation’.

25 Notification of regulatory concern or action

The Supplier shall notify the Client representative of any regulatory concern or action by the end of the following working day. The notification shall include a description of the concern or action, the response and any additional information to aid understanding. Copies of any communication in connection with the regulatory concern or action shall be provided.

26 Confidential Incident Reporting and Analysis System (CIRAS)

Suppliers shall ensure that all staff are aware that they can contact the CIRAS on FREEPHONE 0800 4 101 101 at any time, shall they wish to report (in complete confidence) any matter of health, safety or environmental concern, where existing reporting systems are considered to have been ineffective or inappropriate. Suppliers and their employees and supply chain shall co-operate fully with any investigation arising from the use of CIRAS.

27 Monitoring

27.1 LU inspections

A schedule of site inspections may be required by the Client as part of the arrangements made to provide assurance.

27.2 Monitoring the supply chain

The Supplier shall monitor the performance of its staff and its supply chain and ensure that the results are used to:

1) control their activities
2) assess its suppliers' suitability for future works.

These results (records) shall be made available to the Client upon request.

27.3 Health, safety and environmental surveillance by the Supplier's personnel

The Supplier shall submit to the Client details of the Supplier's proposed level of site health, safety and environmental surveillance together with the nomination of health, safety and environmental supervisors and officers who will have an overview of all site health, safety and environmental matters. Such details shall include outline programmes for:

1) safety tours and detailed safety inspections
2) the auditing of site activities to ensure that the correct health, safety and environmental management procedures are followed.

27.4 Work location inspection and audit

All Suppliers shall provide full and free access to LU and the Client for the purpose of carrying out audits and site inspections to monitor compliance with the health, safety, quality and environmental conditions attached to their Contract.
The Client (or their agents) may at any time undertake inspection of the equipment and audit or check any aspect of the Supplier's performance of the Contract. The Client (or their agents) shall inform the Supplier of the objective of any audit prior to its commencement.

The Supplier will promptly provide all reasonable co-operation in relation to any inspection, audit or check including:

1) granting access to any premises, equipment, plant, machinery or systems used in the Supplier's performance of the Contract, or where such premises, equipment, plant, machinery or systems are not the Supplier's own using reasonable endeavours to procure such access
2) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and alteration to data during the audit
3) making any contracts, other documents and records referred to in the health, safety, quality or environment Contract conditions available for inspection

4) providing a reasonable number of copies of any contracts, other documents and records referred to in the health, safety, quality or environment Contract conditions, required by the auditor, or granting copying facilities to the auditor for the purposes of making such copies.

The Client (or their agents) shall have the right to carry out such inspections or audits, as they consider necessary. The Supplier shall make available, at the Supplier's cost, any of their specialist staff as may be agreed necessary for the performance of such inspections or audits carried out by Client (or their agents). The Supplier shall work closely and co-operate fully with the Client and LU personnel on matters of health, safety and environment. The Supplier shall fully and unreservedly accept that responsibility for the safety of the works rests with the Supplier. The participation of LU, Tube Lines staff or their agents in inspections and audits does not in any way absolve the Supplier from that responsibility.

27.5 Timescales for rectifying non-compliances

The Client (or their agents) and the Supplier shall agree the timescale for rectifying any non-conformances or sub-standard conditions that are identified during any audit or inspection.

28 Radio transmitters and transceivers

Suppliers wishing to use radio sets, transmitters and receivers on or about LU Premises shall only do so following agreement from the Client. The Client shall consider:

1) an assessment of any risk arising from (i) the use of such equipment and (ii) the failure to use such equipment
2) output power
3) licence number allocated by Ofcom
4) allocated frequency.

The use of radio transmitters and transceivers in Signal Equipment Rooms is prohibited.

Suppliers shall comply with LU Standard S1193 ‘Electromagnetic Compatibility (EMC) with LU Signalling System Assets’.

29 Mobile phones

Mobile phones of any description shall only be used when the user is in a place of safety or if there is an emergency. Hands-free mobile phones shall not be used in the track environment or any other environment where it is necessary to receive an audible message. In the track environment mobile phones shall be on silent whilst duties are being undertaken to avoid the risk of distraction to the user or anyone else in the vicinity.

The use of mobile phones in Signal Equipment Rooms is prohibited.

30 Knives

The use of **fixed blade** knives is prohibited on all LU work sites. Work methods shall be designed to eliminate the use of knives. Where the need for cutting cannot be eliminated, a fit for purpose tool (e.g. a cable stripper for stripping cables) must be used. If no other options are available, safety cutters with **automatic** blade retraction must be used as an alternative to open blade knives.

31 Site health, safety and environment committee

The Client shall consider whether or not there is the need for a separate Site Health, Safety and Environmental Committee, consideration shall include the size and extent of the work and also the level of HS&E risk involved.

Where this is the case the Supplier's safety and environmental officer(s) or designated representative shall attend meetings of a Site Health, Safety and Environment Committee or similar meeting established and chaired by the Supplier's representative. The meeting will also include representatives of other Suppliers, major sub-contractors, designated Suppliers, utility companies, other authorities (Fire Brigade, Police, etc.), relevant Health, Safety and Environmental regulators and other specialists as required.

The Client shall be invited to participate.

The Supplier shall assess and implement without delay any decisions or recommendations made by the meeting on matters of health, safety and the environment.

32 Site housekeeping and security

The Supplier shall keep the work location in an orderly state appropriate to the avoidance of danger to persons and avoidance of adverse impact on the environment.

The Supplier shall make the site safe and secure at the end of each shift and shall fit all access doors with suitable locks for this purpose. If work is being carried out on the operating railway, a complete set of keys shall be provided by the Supplier to the Customer Service Supervisor/ Manager after each work shift. (This is for site access only and not for access to pieces of equipment, power supply etc.)

The Supplier shall ensure that the work site is free from all the Supplier's equipment, materials and waste on completion of the works or when the site is returned to normal operations, unless covered by a storage licence. The Supplier shall comply with LU standard S1158 'Track - Inspection and Maintenance'.

The Supplier shall make suitable provision for disposing of unused or redundant assets and materials, and are responsible for determining the correct disposal methods. Consideration shall be given to reusing and recycling these materials. The Supplier shall ensure that the Client is informed of plans for disposing of assets and materials.

33 Accidental damage, obstruction or interference with assets

Should any damage occur to an asset the Supplier shall immediately report the damage to the FRC.

The Supplier is not permitted to rectify the damage for works out of scope as this may increase the risk of a consequential incident. For example, correcting the alignment of a platform camera accidentally knocked could well create a blind spot.

If the damage affects LU operations or if there is a risk to any person the Supplier shall report the details in accordance with the requirements of LU standard S1556 'Incident reporting and investigation' and notify the Customer Service Supervisor / Manager.

34 Delivery of materials

Suppliers shall not deliver materials through public areas of the operational railway during Traffic Hours except with the approval of the relevant LU operational/access manager. Suppliers shall also consider the environmental impacts associated with deliveries in accordance with clause 56 'Noise and vibration'.

35 Conveyance of loads

35.1 Conveyance of loads on lifts and escalators

In Engineering Hours, suppliers shall only convey loads (other than hand-held loads) on escalators and in lifts when in possession of a valid Movement of Materials Licence and valid certificate to enter LU premises.

In Traffic Hours, suppliers shall only convey loads (other than hand-held loads) on escalators and in lifts when in possession of an approved Operational Assurance Notification form, a valid Movement of Materials Licence and valid certificate to enter LU premises.

All loads shall be properly secured at all times to prevent spillage and movement. Materials shall be moved in accordance with the requirements of LU Rule Book 9 'Lifts, escalators and moving walkways', LU standards S1092 'Escalator and passenger conveyors' and S1093 'Lifts including Firefighter and Evacuation Lifts'

35.2 Conveyance of hazardous materials and substances

Suppliers may transport materials and hazardous substances, where approved for use, in the required containment and in a manner addressed and agreed under an accepted safe system of work.

The Supplier shall ensure that all materials for use in sub-surface stations are approved for use or have a valid concession in place for the specific use in accordance with LU Standard S1085 'Fire Safety Performance of Materials - Stations and Tunnel Infrastructure'.

36 Asbestos (non asbestos removal projects)

Prior to any works being undertaken the Supplier shall confirm the presence or absence of any asbestos and the status and condition of the proposed work locations with the Client representative and relevant Asbestos Control Unit. The Client shall provide full contact details of the Asbestos Control Units and information on relevant asbestos registers to the Supplier. The Supplier shall comply with LU or Tube Lines procedures for the management of any identified asbestos.

Where the Supplier believes that they have disturbed asbestos as a consequence of their works, they shall stop work immediately, and notify the Customer Service Supervisor/Manager.

The Supplier shall keep records of any potential exposure to their employees.

37 Working in or near lifts and escalators

Suppliers shall comply with requirements set out in Rule Book 10 'Station access' and the following requirements:

1) only carry out such works when they have a valid permit to enter
2) only carry out works on lifts and escalators when the isolation has been agreed
3) ensure that any of their personnel who apply for a permit possess a valid Lift and Escalator Machine Chamber Access Authority from the LU lift and escalator representative
4) ensure that personnel who wish to work in, or access, a lift or escalator machine chamber, shall possess a lift and escalator machine chamber access pass. This pass shall be to a level commensurate with the nature of the activity to be carried out. For minor visits or inspections, non-certificated personnel can enter the chambers, providing that they are accompanied by someone who is certificated. No more than four persons shall accompany the individual with a pass at one time
5) ensure that a Site Person in Charge (non track locations) is in attendance throughout
6) ensure that, when electrical isolation is required, a warning sign is displayed on the electrical circuit breaker reading 'WARNING: MEN WORKING - DO NOT SWITCH ON'. The sign shall additionally have the current name and telephone number for the party in possession of the equipment
7) ensure that the appropriate lock-off measures have been taken, i.e. removal and retention of the Castell interlock key (or application of a padlock)
8) ensure that the Site Person in Charge retains the Castell key

9) use secure engineer's safety barriers to lift door openings and the top and bottom of escalators

10) ensure that their personnel are not adjacent to unguarded moving machinery, unless they are specifically licensed to do so, and measures are introduced as the outcome of risk assessments which mitigate risks to ALARP

11) remove all waste materials from the lift or escalator environment at the end of each shift

12) only use lightweight metal ladders (Class 1) in the machine room

13) ensure that, when work is finished, the Site Person in Charge completes section C of the Permit to Enter Form to certify that the machine is fit for service

14) ensure that any person who certifies that a machine is fit for service holds a valid Safety Critical Licence covering the type of activity that has been undertaken

15) ensure that, in the event of the works not being completed at the end of the shift, the Site Person in Charge completes section C of the Permit to Enter Form, informs the Customer Service Supervisor / Manager of the reasons that the machine cannot be put into service, which is recorded in the station logbook

16) not alter any structure or asset without prior written approval from the Client; and

17) ensure that all warning signs are approved by the Supplier’s representative and clearly show the Supplier's name and 24 hour contact details.

38 Work on or adjacent to utilities and High Voltage cables (buried services)

The Supplier shall consider the presence of hidden High Voltage cables when planning works. The Supplier shall consult LU as early as possible to ascertain whether any electrical distribution cables or apparatus will be affected by the proposed works.

For High Voltage and Pilot cable records call 020 30548354 (Monday to Friday 09:00 to 17:00) or e-mail LULHVPOWERASSETS@tfl.gov.uk For advice outside of office hours call the LU Shift Supply Engineer on 020 7027 6833 (Auto 145) (24 hours a day).

The supplier shall ensure work methods take account of hidden High Voltage cables. The supplier shall ensure all risk assessments consider such hazards and stipulate the controls required to prevent such hazards being realised. The Supplier shall make all necessary arrangements to safeguard the cables or apparatus. If you require advice regarding methods of work call 020 7918 2667 (Monday to Friday 09:00 to 17:00) or E-mail PlanningPower@tfl.gov.uk

No construction activity may be carried out in proximity of any services unless prior permission has been given by the utility provider and the Client.

If you suspect you have damaged a High Voltage cable do not investigate but call the LU Shift Supply Engineer on emergency number 020 7240 1088 (Auto 945).

39 Working on or about the track

All Suppliers working on or about the track shall comply with the requirements in the following LU Rule Books: Rule Book 16 'Going on the track in Engineering Hours'; Rule Book 20 'Engineering staff - Traffic Hours protection' and Rule Book 21 'Personal safety on the track'. For work on station platforms, Suppliers shall also comply with Rule Book Support document 'Working on a station platform'.

40 Access to electrical sub-stations, working equipment, relay & other secure rooms

When access to a sub-stations is required, the Supplier shall give 6 weeks written notice separately for each site. Access can only be granted to persons who have successfully complied with the Power Supplier Engineer's competency requirements.

Application for access must be made to the LU Power Planning department email: PlanningPower@tfl.gov.uk

When access is required to designate rooms all personnel must have successfully completed the Equipment Room Awareness course, or be otherwise authorised by an appropriate authority after successful completion of other recognised training courses. Keys to these rooms are only issued in response to a specific need submitted in writing to the Client representative. The Client must approve details of the nature and duration of the work and the exact number and location of the workforce. No Supplier shall work in such rooms without authority to do so.

All equipment within such rooms must be protected by a dust-proof screening. The Client must approve the screening before any alteration work is carried out.

The Supplier shall not use such rooms as stores or workrooms.

41 Entering areas with gaseous fire suppression systems

Certain rooms (for example switch rooms, transformer rooms and relay rooms) on LU Premises are currently fitted with a gaseous fire protection system.
Entry into these rooms is not permitted without the Client's approval.

Some extinguished gases released within a confined space are hazardous to health under certain conditions.

42 Fire prevention

42.1 General requirements

Suppliers shall not:

1) dispose of waste or other materials by burning on any site

2) take or store anywhere on the railway any cylinders of industrial or flammable gases and containers of flammable or volatile substances without the prior written permission of the Client and appropriate licence

3) store extremely flammable materials (i.e. flashpoint below 0°C and DERV) under ground; and shall not store any flammable or highly flammable materials except where approved for use on the underground and under storage licence in the quantities and containers specified, and in conditions and locations specified under that licence. This clause does not apply to diesel stored within the fuel tank of a stabled rail vehicle

4) use cookers, gas or petrol heaters and space heaters at below ground locations

5) overload power sockets at any time or use any adapters in connection with electrical equipment and power outlet sockets

6) relocate existing fire points

7) obstruct existing fire points, call points, hydrants and extinguishers ensuring that they are available for operation at all times

8) obstruct or obscure exits, signs and means of access, emergency stairs and doors

9) use, or permit to be used, fire fighting equipment and appliances for any purpose other than fire fighting

10) use or provide dry powder or halon extinguishers

11) install temporary huts made from combustible materials in below ground locations

12) use timber for any works in below ground locations without the prior approval of the Client

13) use polythene or other combustible materials to wrap, encapsulate, or protect any packages, equipment or materials brought in and stored or installed in below ground locations

14) store, or allow to accumulate, any flammable or combustible materials on site, except as authorised under the appropriate LU Standard

15) obstruct, interfere with or remove existing fire plans (kept in secure boxes at station entrances, and sited for use by the local Fire Brigade).

Suppliers shall:

1) ensure that all personnel are fully aware of LU requirements in respect of fire prevention and protection

2) take strict precautions to protect the site, any adjacent property and all persons from fire

3) minimise the quantities of approved flammable materials temporarily stored under storage licence, which shall at all times be the minimum consistent

with safety and construction requirements and never greater than the maximum allowed for that material under the licence

4) remove immediately all empty drums, empty containers, surplus or waste material and used packing materials from operational premises and below ground locations at the end of each working shift

5) minimise all fire risks, including mopping up spillages or absorbing them in sand or other suitable material which shall then be disposed of by the Supplier

6) carry out a risk assessment of the site and arrange adequate fire safety training

7) heat water using electric immersion-heaters

8) use electric convection heaters for space-heating

9) ensure that existing facilities at the site remain accessible

10) request, via the Client representative, the isolation of fire detection equipment when any works may have an adverse impact on the equipment, e.g. smoke or dust, ensure that de-isolations are performed at the end of each period of Engineering Hours unless current exemptions are in place

11) implement a system of hourly checks of the entire site in the event of such isolation being approved

12) provide suitable and sufficient fire fighting equipment throughout the site when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Client

13) provide and maintain fire points in each work area and working level when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Client. In all cases a fire point must be located within 20 metres of each work site

14) ensure that all new extinguishers are painted red and have a coloured band to indicate their type, e.g. 9 litre Aqueous Film Forming Foam (AFFF) extinguisher will be red with a cream band

15) ensure that periodic inspections of the Supplier's fire fighting equipment are undertaken by competent personnel

16) where appropriate nominate person to act as Fire Watchpersons who must hold an LU Fire Watchperson certificate

17) provide the Client representative with full information on moves and consequent changes, however minor, which may affect fire plans

18) prepare emergency plans that reflect LU local arrangements

19) satisfy the requirements of the Client, LU and the Fire Brigade and provide their representatives with the facilities to inspect the fire prevention arrangements on the site

20) make such alterations and additions to the fire protection arrangements as the Client may reasonably require

21) make information available on request to the Client and any other authority that requires it and

22) make adequate provision for raising the alarm in case of fire.

42.2 Temporary fire points

Where identified as being required by either risk assessment or the Client, the fire point shall be constructed in a manner which is easily recognisable.

42.3 Timber

No timber shall be used in below ground locations unless approval is obtained through the Client. No softwood timber shall be stored in below ground locations. It shall be returned to the surface immediately it is not required.

Where the Supplier provides timber that has been treated with fire retardant materials, the Supplier shall, at the time of delivery, provide a copy of all relevant certificates of the fire retardant treatment and treated timber for approval by the Client. Timbers shall be readily identifiable and traceable by a treatment Supplier's stamp or other method approved by the Client.

42.4 Composites

The use of plastics, including polythene and glass fibre resins, shall be avoided. Material shall meet LU's requirements, LU standard S1085 'Fire Safety Performance of Materials - Stations and Tunnel Infrastructure'. The LU Manual of Good Practice G085 'Code of practice - Fire Safety of Materials and Fire Safety of Specific Items and Materials' gives further guidance.

Materials delivered in plastic packaging shall be opened and the packaging removed from site immediately or, in the case of small quantities, by the end of the shift at the latest. The Supplier shall not leave such materials at the site after the end of the shift.

The Supplier shall fill rubbish bags and take these off site in one operation, and not stockpile the rubbish bags. Empty bags shall not be stored on site. Plastic materials shall not be used to form material storage compounds.

Where work has to be protected approved flame retardant non-plastic sheeting shall be used.

Plastic safety fencing shall not be used in areas accessible to the public.

Where it is used in other areas plastic safety fencing shall be checked regularly to ensure it remains properly erected and does not become a hazard in its own right.

Where any plastics are used, they shall be protected from any hot work or other fire hazardous work operations as described in clause 43 'Hot work and fire hazards'. The Supplier shall enforce, stringently, the working arrangements required by the permits.

42.5 Sheeting materials

Only approved materials shall be used on LU Premises below ground.

A list of approved Suppliers of such materials can be obtained from the Client representative.

42.6 Gas cylinders

42.6.1 Use of gas cylinders in below ground locations

Where cylinders are required to be used for cutting or welding purposes the Supplier shall ensure that a Hot Work Permit has been issued for the work site and that all requisite controls are in place.

All industrial gases may only be taken into below ground locations in the quantities permitted and shall be returned to the surface at the end of the work shift and stored as described in clause 42.6.2 'Storage of gas cylinders (above ground)'. Where shift working is continuous, the gases may be left below ground monitored by a Fire Watchperson at all times, provided that:

1) the new shift starts no more than one hour after the end of the previous shift which used the gases
2) hoses and cylinder keys are removed from the gas cylinders (and kept close to hand)
3) valves are fully closed
4) all cylinders are properly supported and secured in the vertical position
5) hoses are coiled and placed to ensure that they are protected from damage
6) the Client is advised and approval obtained.

A sign at the LFEPA rendezvous point shall announce that gas is being used, the type of gas, and that the same notice is given to the Customer Service Supervisor/ Manager. .

Suppliers shall remove gas cylinders when the public has access to the station.

Additionally, Suppliers shall not take gas cylinders onto the station in Traffic Hours.

42.6.2 Storage of gas cylinders (above ground)

The Supplier shall:

1) only store gas cylinders at ground level in a locations approved by the Client and in accordance with clause 42 'Storage'
2) not store them in a position that will cause an obstruction to passageways, passenger areas, ticket offices or staff accommodation, or be near any source of ignition
3) ensure that cylinders are stored in locked cages, kept vertical and properly fixed and supported
4) ensure that all hoses and cylinder keys are removed from cylinders and kept close to hand
5) use cylinder trolleys for all movements of gas cylinders and all cylinders shall be secured to the cylinder trolley by either a suitable chain or strap
6) provide signage at the entrance of premises when gas cylinders are being stored.

42.7 Flammable and highly flammable materials

42.7.1 Use of flammable and highly flammable materials below ground

Suppliers shall provide adequate ventilation if the Supplier's use of flammable substances and volatile materials creates any risk of heavy vapours in confined spaces and take other environmental issues into consideration.
Where flammable or highly flammable materials are required to be used below ground the Supplier shall ensure that approval is sought from the Client in line with LU Manual of Good practice G085 'Code of practice - Fire Safety of Materials and Fire Safety of Specific Items and Materials' and a method statement is included with the application.

42.7.2 Storage of flammable and highly flammable materials below ground

Flammable and highly flammable materials may be stored on LU Premises with permission, in limited quantities, in suitable sealed containers (as appropriate) or purpose built stores, or in portable storage bins in areas covered by sprinkler systems, or temporary stores controlled by storage licence. The following maximum quantities are allowed below ground:

1) highly flammable: Flashpoint between 0°C and 21°C - 1 litre in 0.5 litre containers
2) flammable: Flashpoint between 21°C and 55°C - 69 litres in 25 litre containers.

Where the Supplier has to use such materials, and has approval to use them, it shall only use the minimum quantities needed to carry out the works satisfactorily.

43 Hot work and fire hazards

43.1 Hot work

Hot work shall be carried out as set out in the Rule Book support document 'Hot working'.

43.2 Reasonable notice of works

Suppliers shall submit applications for permits for hot working at least one week before the intended start date. This period of notice shall extend to two weeks where the isolation of fire detection or prevention equipment or exemptions is required.

In an emergency a lesser period of notice may be given provided that a contingency method statement has been approved by the LU or Tube Lines Fire Safety Manager to cover such eventualities.

43.3 Precautions

43.3.1 Buildings and Assets

The Supplier shall protect the fabric of the building, its assets and decorations with suitable non-combustible material and take every precaution to prevent damage by scorching or fire.

43.3.2 Gas cylinders

Hoses connected to gas cylinders shall be of the braided or armoured type to prevent damage and risk of gas leakage.

43.3.3 Gas detection

At work sites in below ground locations the Supplier shall provide and use suitable gas detection equipment in order to detect the possible presence of flammable gases prior to (and during) any hot work or other fire hazardous operation.

44 Storage

44.1 General requirements for storage

No Supplier or person shall store materials on LU Premises without the appropriate licence. A licence is obtainable through the Client representative. Information on applying and holding a storage licence are set out in Rule Book support document 'Applying for a storage licence'.

Suppliers shall:

1) ensure that all their storage locations are licensed in accordance with Rule Book Support Document 'Applying for a storage licence'
2) prominently display such licenses

3) not store any material in a position where it could fall, slip, roll or be blown onto the track, railway equipment, public highway, platforms or walkways

4) when storing cable drums on platforms Suppliers shall secure them with a chain and padlock within a hoarded area

5) carry out a thorough safety inspection at the end of each shift and after use of the storage area to ensure that stored items are secure and compliant with the conditions of the storage licence

6) comply with all legislation and relevant Environment Agency guidance notes in respect to oil, liquid and other potential pollutant storage

7) store liquids in enclosures or trays to contain any spills or drips

8) protect and store materials in such a way as to minimise unnecessary damage, wastage, spoiling of goods or environmental harm.

44.2 Trackside storage

Suppliers shall comply with LU standard S1158 'Track - Inspection and Maintenance' which sets out LU's requirements for trackside storage.

44.3 Hazardous materials and substances

Suppliers shall not store any hazardous materials on stations except where allowed under the terms of a storage licence, in the quantities and containers specified, with a current storage licence and in conditions and locations specified under that licence. See also clauses 42.6.2 'Storage of gas cylinders (above ground) and 40.7.2 'Storage of flammable and highly flammable materials below ground'.

44.4 Allocation of space on operational property

Storage may not be possible where storage has already been utilised by another Supplier. The requirements and process for obtaining space allocation is set out in LU standard S1472 'Allocation of space on operational property'.

45 Plant and equipment

Suppliers shall ensure all plant and equipment intended to be used or stored on LU Infrastructure has the appropriate plant approval in accordance with standard S1171 "All Plant – Acceptance, Use and Maintenance", unless it falls into the exclusions described in Standard S1171. The engineering requirements for specific types of plant and the requirement for verification of conformity with these engineering requirements are set out in the other three Plant Standards as follows:

- S1172 – On-Track Machines
- S1173 – On-Track Plant
- S1174 – Non-Railborne Plant

Suppliers shall comply with LU Standards S1023 'Infrastructure Protection' and S1050 'Civil Engineering - Common Requirements'.

Suppliers shall comply with cutting, grinding, drilling, fixing to and supporting from existing structures requirements in section 3.10 of LU Standard S1050 'Civil Engineering - Common Requirements'. Guidance on cutting, grinding, drilling, fixing to and supporting from existing structures is also contained in LU Manual of Good Practice G050 'Civil Engineering - Common Requirements'.

46 Clearance approvals

No structure (temporary or permanent), plant, equipment or materials may be erected or stored within 3 metres of a running rail without first obtaining formal clearance approval.

The sole exception to this requirement is where the items concerned are only in place or use during Engineering Hours or a possession with adequate protection, which ensures that no trains or engineer's vehicles will run on the track adjacent to those items.

47 Access equipment

Where access equipment is being used on LU Premises, Suppliers shall gain prior approval from the relevant LU operational manager.

Suppliers shall state in their method statements what access equipment shall be used in the work package.

Suppliers shall also:

1) obtain approval from the Client prior to the erection of any scaffold
2) not use scaffolding of any type adjacent to Network Rail's infrastructure;
3) ensure that scaffold adjacent to track and remaining in place during Traffic Hours is subject to LU Standard S1156 'Gauging and Clearances'
4) provide an assessment of any bearing materials or structure in accordance with LU Standard S1050 'Civil Engineering - Common Requirements'
5) ensure that trestles and scaffold do not rest directly on the track ballast, unless adequate tying is provided to prevent overturning
6) insulate equipment from the low voltage that may be generated for signals and maintenance unless the Client directs otherwise
7) only store fibreglass ladders which meet the requirements of LU Manual of Good Practice G085 'Fire safety of materials and fire safety of specific items and materials used on the Underground'
8) clearly label all ladders to show that they are LU compliant and
9) ensure that they are aware of LU structures which are restricted to 'pedestrian loading'.

48 Temporary works

All temporary works shall comply with the requirements set out in the LU standard S1062 Temporary works. Suppliers shall:

1) provide, maintain and remove on completion of the Contract all temporary works needed for the execution of the Contract
2) submit detailed design drawings, calculations and specifications for all temporary works to the Client for acceptance
3) ensure that designs are submitted at such times agreed with the Client
4) design all temporary structures to carry the loads they are required to support
5) modify the detailed design drawings, calculations and specifications for temporary works if required by the Client
6) note that acceptance by the Client of the detailed drawings of temporary structures in no way relieves the Supplier of any responsibility under the Contract
7) the duration of the work shall be agreed with the Client.

49 Temporary fences and hoardings

All site hoarding, fencing and barriers shall comply with the requirements in Standard S1027 Site Hoarding, Fencing and Barriers.

50 Temporary lighting and power suppliers

50.1 General requirements

The Supplier shall obtain approval from the Client for the design of lighting or other electrical installations where it is proposed to use LU's power supply. This is to allow the Client to check that the lighting will not cause any problems. The use of generators shall be approved by the Client.

50.2 Lighting in tunnels and shafts

The minimum standard for temporary lighting in tunnels and shafts is set out in LU standard S1066 'Lighting of London Underground Assets'.

51 Screening of lights and positioning

All lights or lasers provided by the Supplier shall be placed or screened so as not to cause any confusion with or interference with any signal lights on the railway or on any other railway or signal lights of any local or other authority. If directed, the Supplier shall take appropriate action, and replace them in positions approved by the Client. This approval shall not preclude the Client giving further directions about the replaced lights or lasers.

Temporary lighting festoons shall have cages around bulbs and if in exterior locations shall have correct IP rating.

Lights shall be angled and controlled so as to not interfere with adjacent properties and to minimise glow in the sky in line with LU standard S1066' Lighting of London Underground Assets'.

52 Environmental requirements

52.1 General environmental requirements

Suppliers shall:

1) use good industry practice to minimise the environmental impact of all activities
2) apply for all permits, agreements, consents and licences as required and abide by conditions within the permits, agreements, consents and licences. No work shall commence until all permits, agreements, consents and licences are obtained (refer to potential exception in Section 53 'Waste management'). A copy of the licences, agreements, consents and permits shall be made available to the Client upon request
3) in the event of a breach of permit, agreement, consent or licence conditions the Supplier's representative and regulatory body/bodies will be informed in accordance with Section 26 'Monitoring'
4) exercise a duty of care and be liable for all claims, costs, expenses incurred directly or indirectly by any party as a result of any breaches of the applicable environmental laws
5) employ competent Suppliers with proven environmental performance.

Site Investigations

1) ensure they are aware of all environmental conditions and hazards on site
2) undertake investigations and evaluations at such a stage in the project that the implications of any findings can be incorporated into the design, program of works and method statements as necessary.

Mitigation and Process

1) appropriately mitigate impacts from the scheme on the environment
2) submit to the Client and adhere to arrangements and/or method statements which outline and demonstrate how the supplier will manage environmental performance and impact;
3) notify the Client immediately of any changes to method statements or environmental arrangements which result in significant changes to the environmental risk profile.

Reporting

1) monitor and report on environmental performance in line with LU standard 1-566 'Monitoring Health, Safety and Environmental Performance' and
2) make available to LU/Tube Lines upon request the results of any monitoring undertaken.

Suppliers shall record environmental incidents such as spillages, disturbance of invasive/protected species etc. through an appropriate incident reporting system.

52.2 Environmental nuisance

Suppliers shall:

1) ensure that best practical means are followed to control nuisances to LU, its customers and neighbours, derived from noise, smells, fumes, dust, smoke, light, vibration, air pollution, overspray from herbicides or pesticides, congestion and parking associated with the works
2) inform neighbours of potential nuisances prior to commencing specific projects or major project works as agreed with the Client and
3) establish a suitable system for dealing with customer queries and complaints that comply with LU requirements. Suppliers shall contact complainants within ten days or as agreed otherwise with the Client.

52.3 Water

Suppliers shall:

1) assess whether the site has the potential to suffer from water ingress. This shall include as a result of weather conditions, tidal conditions, and rising groundwater and ensure that mitigation measures are in place based upon the risk of water ingress
2) identify where waterways, drains, springs, wetland habitats or water supplies may be intercepted, interfered with or cut through by the works, and outline in method statements and/or environmental arrangements suitable mitigation measures and actions to ensure functionality of these watercourses is not impeded. This shall include any requirements to notify, or receive permission from regulatory authorities or other bodies
3) take all necessary precautions to prevent water being discharged from the site from entering the works of adjacent contracts or adjacent properties
4) not make temporary or permanent connections to any water supply mains or wastewater networks without informing and receiving the necessary permission from the relevant authority
5) be responsible for any necessary actions for the training, diverting, or conducting of open streams or drains intercepted by the works
6) provide suitable measures to prevent water contamination from suspended solids, hydrocarbons etc.
7) provide, where necessary, temporary water courses, floodwalls, ditches, drains, pump sumps, pumping or other means that may be necessary to maintain the works free of water and record proposals and
8) consider options for managing and reducing water use in accordance with LU Standard 1-068 ‘Station Mechanical Services, Utility Provision & Energy Management’.

52.4 Waste management

Suppliers shall:

1) be responsible for all waste materials generated by the works, as agreed by the Client (except where otherwise specified in the Contract); and
2) undertake their responsibilities under the Site Waste Management Regulations 2008 as required by legislation.

52.5 Noise and vibration

Suppliers shall:

1) undertake the necessary investigation to establish whether or not the construction works or the project deliverables have the potential to produce significant noise impacts in relation to the sensitivity of surrounding and working areas. This investigation shall include:
2) liaison with the Client
3) an identification of the activities likely to produce levels of noise and vibration that exceed those set in British Standards and
4) an outline of any requirements to monitor noise and vibration levels during construction works required in respect to minimising damage to buildings and minimising complaints
5) use a competent person to assess the work that is to be carried out to determine whether or not an application under Section 61 of the Control of Pollution Act 1974 is required
6) where necessary, make an application under Section 61 of the Control of Pollution Act 1974 and work to the conditions therein. Where practical, work shall not commence until applications made under Section 61 have been granted, unless agreed with the Client
7) notify the Client of any changes, dispensations or variations being sought in respect to a Section 61 application and
8) ensure that the environmental arrangements and/or method statements outline and demonstrate how noise and vibration will be managed for the project including:
   - identification of noisy activities
   - duration of operating hours for individual activities
   - mitigation measures to be employed to reduce noise and vibration levels and to minimise disturbance
   - details of any proposed noise and vibration monitoring programmes and
   - details of plant type, location and noise control methods.

52.6 Archaeology, historical interest and listed buildings

Suppliers shall:

1) undertake the necessary investigations to establish what archaeological, historical or listed features are in the affected area and whether or not the works have the potential to damage or affect these areas including interior features and any effects in respect of the character of such premises and shall include liaison with the Client and
2) suspend all activities on the discovery of archaeological finds until the Client has been contacted and suitable measures have been taken to prevent damage to the remains unless the works are of a safety critical nature.

52.7 Wildlife and Habitats

Suppliers shall:

1) undertake assessments to establish whether tree protection orders, conservation areas, sites of importance to nature conservation, protected species, pest species etc. are present at the works location
2) organise and programme construction activities to ensure that the impacts on any protected species or habitat are minimised in line with legislative or regulatory requirements
3) preserve and protect all trees and plant species (excluding noxious or invasive species) where possible within the scope of the work
4) not lop, fell, damage or cut roots of trees with Tree Protection Orders unless the safety of the railway is impeded or a permit has been obtained from the local authority
5) replace any trees which are permitted to be cut down or are damaged by the supplier as part of the reinstatement works in accordance with British Standards and with consideration for the local environment and biodiversity
6) minimise damage to mature trees within or in the vicinity of work sites by adopting the mitigation measures outlined in the environmental arrangements and/or method statements
7) apply to the Local Authority or private owner to remove or trim any tree part located off the work site where practical and
8) retain tree brashing and tree waste (non pest species only) on site for use as much wherever possible, appropriate and safe to do so.

52.8 Resource Use

Suppliers shall:

1) ensure that all systems which use electricity or gas are designed to conserve energy in accordance with LU Standard S1068 ‘Station Mechanical Services, Utility Provision and Energy Management‘ and

2) Consider the potential for using recycled materials and recycling resources/materials.

52.9 Pest control

Suppliers shall:

1) outline arrangements for how any noxious and invasive plants identified will be managed in accordance with industry Codes of Practice and LU standard S1165 'Landscaping and Vegetation'
2) submit details of the pesticide and herbicide type(s) to be used, outline the proposed quantities and detail the application methods and
3) adequate provision shall be made so as to avoid the migration of pests from site and to mitigate against any other pest nuisance at the site.

52.10 Land and Water Pollution Prevention

Suppliers shall:

1) ensure that land or water pollution is prevented through managing all potential pollutants in accordance with Clause 42.1 'General requirements for storage' and
2) in the event of causing land or water pollution, return the site to the condition it was prior to contamination or better.

53 Quality requirements

53.1 Records

The Supplier shall maintain such records that are specified by the Client, and this shall include as a minimum:

1) details of any non-compliance against any LU Standard
2) records of audits and site inspections
3) records of the qualifications, competence and training of staff
4) quality assurance inspections conducted (including the identity of the inspector concerned)
5) equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned)
6) process and manufacturing data relating to the Contract, including an audit trail for material or component identity, source and status
7) any process, inspection or test activity so directed by special instructions or any Contract Quality Plan invoked by the Contract
8) non-conforming service or product records
9) records of all related incoming and outgoing certificates of conformity and associated release documentation

10) records of tender and contract reviews

11) the Supplier's policy with regard to quality.

53.2 Retention period

Records shall be retained by the Supplier for a minimum of seven years unless otherwise specified by the Client at contract award.

53.3 Availability of records for inspection

The Supplier shall make all such records available to LU and the Client within three working days of any such request.

53.4 Statistical process control, audit and inspection procedures

Where, for quality management purposes, statistical process control procedures, audit or inspection procedures are adopted, full details of the proposed procedures used on the Contract are to be submitted to the Client for approval prior to implementation.

53.5 General quality requirements

Suppliers shall:

1) appoint member(s) of their management team who, irrespective of other responsibilities, have defined authority that includes:
   a) ensuring that a quality management system is implemented and maintained
   b) reporting to senior management on the performance of the quality management system, including needs for improvement
   c) ensuring awareness of customer requirements throughout the Supplier's organisation
   d) liaison with customers on matters relating to the Supplier's management system that result from auditing or non conformances.
2) ensure that during internal processing and final delivery of product or service to the intended destination that the identification, packaging, storage, preservation and handling do not affect conformity with product or service requirements
3) not proceed past ‘hold points’ until all the specified activities have been satisfactorily completed and the related documentation is available and authorised
4) following receipt of a rejection, take immediate action to inspect all stocks and work in order to assess risk and loss and advise the Client of the findings
5) take preventative action to avoid a recurrence of the non conformities

6) immediately inform the Client when the Supplier has reason to suspect non conformities with previously supplied products or services

7) be responsible for ascertaining the cause of and responsibility for non conformance, and for taking suitable corrective action to prevent their recurrence

8) document all corrective actions

9) ensure that their supply chain work to correct practices including accepted documentation defining the techniques to be used, workmanship criteria, safety of others (including the public), health precautions, plant and equipment to be used and training and licensing requirements

10) ensure that the works comply with any manufacturer's recommendations, instructions and guidelines, unless otherwise directed by the Client

11) operate and maintain all plant, equipment and processes in accordance with the relevant manufacturer's or Supplier's specification or procedure, unless otherwise directed by the Client

12) take all necessary steps to identify, recall, re-inspect and replace any equipment or parts which have been inspected using inspection, measuring or test equipment whose calibration is found to be defective or unknown

13) store and protect inspection, measuring and test equipment and materials to prevent misuse, damage and deterioration and

14) ensure that all equipment bears an identification of its calibration or maintenance status, in a manner that clearly indicates it is within the calibration or maintenance period.

53.6 Quality Plan

The Supplier shall:

1) complete and submit a Quality Plan with the tender if required by the Client for review and acceptance

2) ensure that the Quality Plan demonstrates the Supplier's process control system as required for the Contract and

3) maintain and periodically revise the Quality Plan and forward it in its amended form to the Client.

The format of the Quality Plan may be determined by the Client. The Quality Plan shall be developed in line with BS ISO 10005:2005.

53.7 Testing and inspection

When required by the Client Suppliers shall:

1) demonstrate to the Client’s satisfaction that acceptance sampling techniques are utilised and such sampling shall meet the requirements of BS 6001-1:1999/ISO2858: 1999; BS6001-2:1993/ISO2859:1985; BS6001-3: 2005 and

BS6001-4:2005/ISO2859-5: 2005 'Sampling procedure for inspection by attributes'

2) identify which sampling plan it intends to apply to the Contract and forward it to the Client for approval

3) reference the sampling once it has been approved in all relevant Contract Quality Plans submitted to the Client

4) be prepared to revert to 100% inspection in such cases where the failure rate exceeds the level of acceptance identified within the sampling plan

5) prepare for the approval of the Client an inspection and test plan which shall include such hold points agreed with the Client

6) maintain sampling inspection records in accordance with the Client's requirements.

53.8 Certification of conformity

Suppliers shall:

1) provide (for the Client) certificates of conformity for services and products that include:

   a) Supplier's name and location address

   b) Supplier's full company name and manufacturing address, if different to above

   c) employer's supplier rating system number

   d) unique certificate reference number and date of certificate

   e) details of valid third party approvals, applicable to the services or products provided and the establishment providing the services or products to the Client

   f) the Client's contract reference and, if applicable, quality plan number

   g) full description and quantity of supplies, including specification, drawing number and issue numbers and British, EC or relevant standards applicable

   h) identification marks and serial numbers as appropriate

   i) details of authorised non conformities, Client concession or production permit references and a full statement of authorised deviations, operations or processes not conducted

   j) for all materials (raw or finished):

      i. cast and/or batch number(s)

      ii. test report reference and, if called for, copies of test results and additionally for metallic materials

      iii. the condition of the material despatched

iv. recommended heat treatment if the material is being delivered not in a final use condition

v. chemical analysis and/or mechanical testing certificates

vi. inspection stamp and/or authorising signature

vii. details of packaging and transportation where appropriate

viii. country of origin (EC requirement)

2) ensure that all certificates include one of the following statements of conformity signed by an authorised signatory, on behalf of the Supplier:

   a) for supplies from a manufacturer, the format shall be ‘Certified that the whole of the supplies detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract’

   b) for supplies from an agent, stockist or distributor (i.e. where the Supplier is not the manufacturer) the format shall be ‘Certified that the whole of the supplies detailed hereon have been inspected and tested and (unless otherwise stated) conform in all respects with the requirements of the Contract’

   c) for services the format shall be ‘Certified that the services detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract’.

3) provide a copy of the Supplier's authorised signatory list, showing as a minimum, name, job title, signature, designated authority level at the commencement of the Contract

4) ensure that any certification from sub-contractors for parts or services related to the Contract accompanies the Supplier's certificate of conformity

5) agree with the Client a certificate of conformance for use where projects or part projects are handed over

6) include in the certificate of conformance a 'Statement of design performance’ where design work is provided

7) provide statutory test certificates where applicable.

53.9 Quarantine

Suppliers shall provide secure quarantine storage for the storage of materials and products that are the subject of investigation regarding their conformance, or non-conformance.

53.10 Traceability

The Supplier shall ensure that all the materials to be incorporated into works delivered to site are controlled at installation and are able to be traced to manufacturer, unless indicated otherwise by the Client.

53.11 Maintenance and servicing

Suppliers that maintain or service LU assets shall provide the Client with written details of how their arrangements for maintenance and servicing will ensure the reliability, maintainability, durability and serviceability of the asset.

53.12 Design

No person shall change the design of any engineering or training system for the installation, operation and maintenance of infrastructure equipment without complying with LU standard S1538 'Assurance'.

Suppliers shall:

1) operate a change control system so that the appropriate issue of drawings, technical specifications, training material and current deviations and concessions including customer supplied standards can be readily determined at all times
2) ensure that all design changes and modifications are identified, documented, reviewed and approved by authorised personnel before their implementation
3) record the results of all design assessments and hand over such records to the Client
4) appoint or nominate a design authority for each design
5) ensure that designers hold BS-EN-ISO-9001 certification relevant to the scope of work or, if the design Supplier is not certificated to BS-EN-ISO 9001, a documented management system which includes design shall be required, which would satisfy the requirements of the standard.

53.13 Computer aided design

Suppliers shall provide computer aided designs in a style, format and software specified by the Client.

53.14 Asset commissioning and handover

No project shall be considered complete unless the Client is in possession of the information deliverables specified in contract documents. Using the additional contract document requirement list is optional (see attachment 2). Documents may be identified in other parts or sections of a particular contract.

54 Additional information

54.1 Supporting information – QUENSH Contract Menu

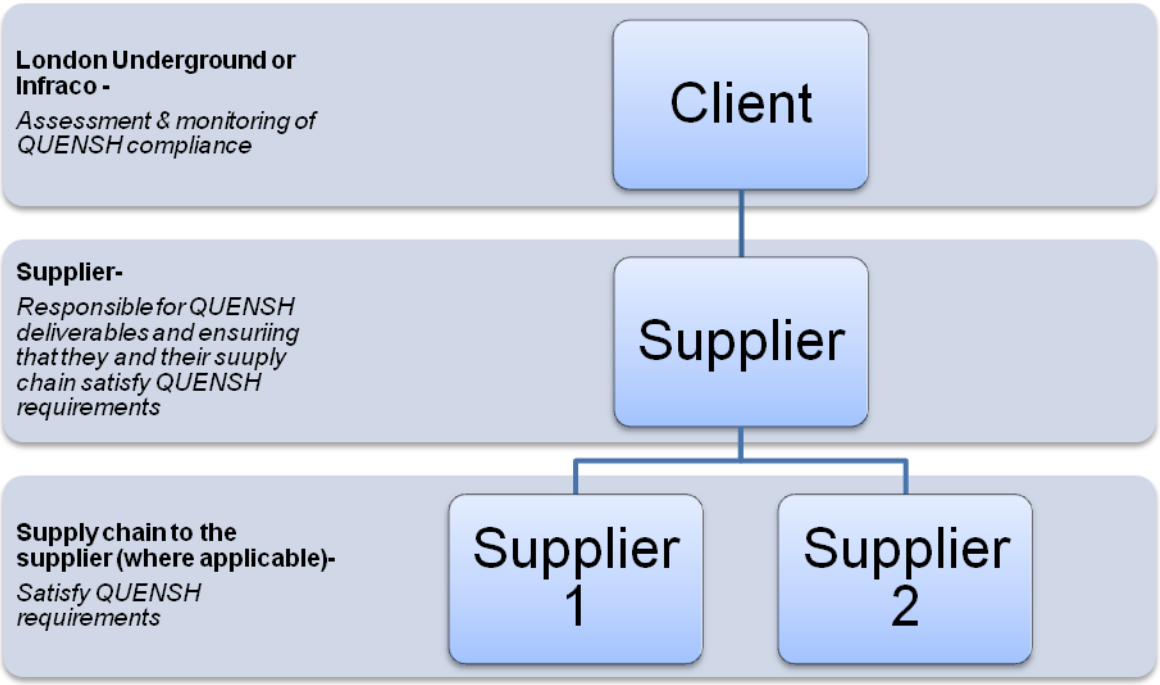
The Contract Menu (form **F0780**) can be found in the Management System library.

54.2 Attachment 1: QUENSH duty holder relationship

The LU QUENSH Contact Conditions place responsibilities on two distinct parties:

- the Client;
- the Supplier;

The diagram below explains how information shall flow between each party and outlines their primary responsibilities as defined by the QUENSH Contract Conditions.



54.3 Attachment 2: Additional contract document requirement list

Contract QUENSH Conditions

Additional contract document requirements list

Contract no: _____

Contract title: _____

Supplier: _____

Instructions

1. The Supplier shall ensure the initiation, production, review, approval and timely submission and update of the documents highlighted in the attached list and as subsequently advised by the Client.
2. Documents shall be in the format, size and quantity specified unless otherwise agreed with the Client.
3. Documents highlighted (Y / N) for inclusion in Contract Data Dossiers shall be collated, compiled, indexed and filed into Contract Data Dossiers ready for submission at completion of works in accordance with this list.
4. Refer to the following key for clarification:

   Format

   i) HC Hard Copy

   ii) HCLB Hard Copy (laminated and bound)

   iii) MDC Magnetic Disk Copy (3.5” diskette)

   iv) CD CD-ROM
5. All documents, drawings, sketches and certificates shall be sent direct to the Client under cover of an approved document transmittal note.
6. Laminated and bound copies will only be required at document handover stage. Hard copy of all interim drawings, sketches, etc. is acceptable.
7. All documents laminated and bound for handover purposes will require an unbound duplicate for copying purposes.
8. All documents shall contain, as a minimum, the following information:

   i) unique number;

   ii) title;

   iii) revision number;

   iv) page number, document number, and revision number on every page;

   v) authorisation signatures where appropriate.

Prepared by: _____ Signature: _____

Position: _____ Date: _____

Approved by: _____ Signature: _____

Position: _____ Date: _____

DESCRIPTIONS	Document No:		REQUIREMENTS					Page of	
	Revision:								
	Date:								
GENERIC TYPE	**CATEGORY**		**REQUIRED (Y / N)**	**NO.**	**FORMAT**	**SIZE**	**SUBMISSION SCHEDULING**	**INCLUSION ALSO IN DATA DOSSIERS (Y / N)**	**NOTES**
1. SPECIFICATIONS	1.1 DESIGN-PRELIMINARY/FINAL								
	1.2 MATERIALS/EQUIPMENT								
	1.3 PRODUCTION								
	1.4 DESPATCH								
	1.5 METHOD STATEMENT								
	1.6 INSPECTION & TEST								
	1.7 COMMISSIONING								
	1.8 MAINTENANCE								
2. DRAWINGS	2.1 CONCEPTUAL DESIGN								
	2.2 GENERAL ARRANGEMENTS ELECTRICAL & MECHANICAL								
	2.3 SUB-ASSEMBLY								
	2.4 DETAIL/COMPONENT PARTS/ SUB-ASSEMBLY AS BUILT								
	2.5 INTERFACES								
	2.6 BUILDERS WORKS								
	2.7 LOCATION PLANS								
	2.8 SCHEMATICS								
	2.9 ELECTRICAL DATA								

DESCRIPTIONS	Document No:		REQUIREMENTS					Page of	
	Revision:								
	Date:								
GENERIC TYPE	**CATEGORY**		**REQUIRED (Y / N)**	**NO.**	**FORMAT**	**SIZE**	**SUBMISSION SCHEDULING**	**INCLUSION ALSO IN DATA DOSSIERS (Y / N)**	**NOTES**
3. CALCULATIONS	3.1 DESIGN								
4. WORK INSTRUCTIONS / MANUAL	4.1 PRODUCTION/ASSEMBLY/ SERVICING								
	4.2 DESPATCH								
	4.3 INSTALLATION METHOD STATEMENTS								
	4.4 INSPECTION & TEST METHOD STATEMENT								
	4.5 COMMISSIONING								
	4.6 OPERATION								
	4.7 MAINTENANCE								
5. CERTIFICATION/ VALIDATION	5.1 MATERIAL								
	5.2 SOFTWARE SOURCE CODE TEXT SCRIPT INTEGRATION TESTING DOCUMENTATION								
	5.3 INSPECTION, MEASUREMENT & TEST EQUIPMENT/ CALIBRATION								
	5.4 INSPECTION & TEST RESULTS								
	5.5 TRAINING PLAN/ DOCUMENTATION								
	5.6 APPROVED AUTHORITY AND SIGNATORY LIST								
	5.7 COMMISSIONING								

DESCRIPTIONS	Document No:		REQUIREMENTS					Page of	
	Revision:								
	Date:								
GENERIC TYPE	**CATEGORY**		**REQUIRED (Y / N)**	**NO.**	**FORMAT**	**SIZE**	**SUBMISSION SCHEDULING**	**INCLUSION ALSO IN DATA DOSSIERS (Y / N)**	**NOTES**
6. QUALITY	6.1 QUALITY MANUAL								
	6.2 QUALITY PLAN								
	6.3 AUDIT REPORTS								
	6.4 AUDIT SCHEDULE								
	6.5 APPLICATION FOR CONCESSION								
	6.6 CERTIFICATES OF CONFORMITY								
	6.7 PRESSURE VESSEL TEST CERTIFICATE								
	6.8 INSPECTION, TESTS, MEASUREMENT PLAN								
	6.9 SAMPLING INSPECTION PLAN								
7. OTHERS	7.1 TECHNICAL QUERY								
	7.2 CONTRACT SUBMISSIONS LOG								
	7.3 SCHEDULE OF SUB-CONTRACTORS/SUPPLIERS								
	7.4 CONTRACT DATA DOSSIERS								
	7.5 DELIVERY PROGRAMME								

55 References

55.1 References

55.1.1 Statutory documents

Document no.	Title
	Transport and Works Act 1992
	Control of Pollution Act 1974 - Section 61

55.1.2 British Standards

Document no.	Title
BS ISO 10005:2005	Quality management systems. Guidelines for quality plans
BS 6001-1:1999	Sampling procedures for inspection by attributes. Sampling schemes indexed by acceptance quality limit (AQL) for lot-by-lot inspection
BS 6001-2:1993, ISO 2859-2:1985	Sampling procedures for inspection by attributes. Specification for sampling plans indexed by limiting quality (LQ) for isolated lot inspection
BS6001-3: 2005	Sampling procedures for inspection by attributes. Specification for skip-lot sampling procedures
BS 6001-4:2005, ISO 2859-5:2005	Sampling procedures for inspection by attributes. System of sequential sampling plans indexed by acceptance quality limit (AQL) for lot-by-lot inspection
BS EN ISO 9001:2008	Quality Management System

55.1.3 LU company documents

Document no.	Title
S1548	Safety Critical Work
S1483	High visibility clothing for going on or near the track
S1251	Alcohol and work
S1257	Drugs and work
S1538	Assurance
S1556	Incident Reporting and Investigation
S1193	Electromagnetic Compatibility (EMC) with LU Signalling System Assets
S1158	Track - Inspection and Maintenance
S1092	Escalator and passenger conveyors’
S1093	Lifts including Firefighter and Evacuation Lifts
S1085	Fire safety performance of materials
G085	Manual of Good Practice Fire Safety of Materials and Fire Safety of Specific Items and Materials Used in the

Document no.	Title
	Underground
S1472	Allocation of space on operational property
S1023	Infrastructure Protection
S1050	Civil Engineering - Common Requirements
G050	Manual of Good Practice - Civil Engineering - Common Requirements
S1156	Gauging and Clearances
S1027	Site Hoarding, Fencing and Barriers
S1066	Lighting of London Underground Assets
S1068	Station Mechanical Services, Utility Provision & Energy Management
S1165	Landscaping and Vegetation
S1062	Temporary works

55.1.4 Other

Document no.	Title
Rule Book 9	Lifts, escalators and moving walkways
Rule Book 10	Station Access
Rule Book 14	Possession planning and management
Rule Book 15	Possession protection methods
Rule Book 16	Going on the track in Engineering Hours
Rule Book 20	Engineering staff - Traffic Hours protection
Rule Book 21	Personal safety on the track

55.2 Abbreviations

The following topic-specific definitions are created:

a. within London Underground's Glossary of Terms (a Category 1 Standard S1622)

b. from published sources that are clearly identified.

Abbreviation	Definition	Source
AFFF	Aqueous Film Forming Foam	a
ALARP	As Low As Reasonably Practicable	a
ARF	Access Request Form	a
CIRAS	Confidential Incident Reporting and Analysis System	a
DAMSP	Drugs Alcohol Medical Screening Programme	a
FRC	Fault Reporting Centre	a
HSE	Health and Safety Executive	a
HV	High Voltage	a
ITT	Invitation to Tender	a

Abbreviation	Definition	Source
LFEPA	London Fire and Emergency Planning Authority	a
LU	London Underground	a
PFI	Private Finance Initiative	a
PICER	Person in Charge Evacuation Register	a
PPE	Personal Protective Equipment	a
PPP	Public Private Partnership	a
QUENSH	Quality, Environment, Safety, Health	a
SABRE	Site Access Booking for Railway Engineering	a
SQE	Safety, Quality and Environment	a
SWP	Station Works Plan	a
TAC	Track Access Controller	a

55.3 Definitions

The following topic-specific definitions are created:

a. within London Underground's Glossary of Terms (a Category 1 Standard S1622)

b. from published sources that are clearly identified.

Term	Definition	Source
Client	For QUENSH, the party procuring goods, services or works - London Underground	a
Closure	Any planned disruptive works which result in those Facilities which are required under Schedule 2.1 (Service Outputs) of the PPP Contracts not being Available in accordance with the Access Code which is either a Major Closure, a Minor Closure, a CTRL Closure or an L&E Closure	a
Customer Service Supervisor/ Manager	A member of LU operating staff normally in charge of the operation of a station or a group of stations.	a
Emergency Plan	A document setting out a planned and co-ordinated response to a sudden hazardous occurrence or danger, which requires immediate action.	a

Term	Definition	Source
Engineering Hours	Is the period of time between • the published time, or actual time if later, traction current is switched off and • the published time, or amended time if earlier, traction current is switched on. Engineering hours cannot be extended.	a
General Access (Request)	A request for access by an Access Party on behalf of itself or other third parties to such parts of the LU Network for the performance of repetitive, routine and non-disruptive activities on the LU Network during Traffic Hours and/or Engineering Hours.	a
LU Operational Property	All land and structures within the boundary of the railway including track, sidings, depots, car parks, forecourts and maintenance facilities, bridges and any other structures forming part of the railway undertaking	a
LU Premises	The operational railway including signal cabins, depots and sidings.	a
Operational Assurance	The process by which Area Managers or Train Operations Managers acknowledge that they are able to safely operate the station or train service during and/or following any proposed works.	a
Possession	A designated section of track where a Possession Master has control. Unauthorised train movements into the section are prevented by the arrangements shown in the possessions standards.	a
Possession Master	A person certificated by LU to take control and give up a possession, in order to carry out engineering and similar work.	a
Protecting Workers on the Track	A person certificated by LU to safely manage worksites and provide protection for themselves and others in engineering hours, traffic hours, depots and possession worksites. The Protecting Workers on the Track certificate will be endorsed with the relevant activity.	a
Protection	Procedures to make sure the staff on the track are not endangered by a moving train or mechanised vehicle.	a

Term	Definition	Source
Protection Master	A person certificated by LU to provide protection for himself and others on or about the track during: traffic hours, engineering hours. The Protection Master's certificate will be endorsed to show traffic hours or engineering hours or both.	a
Safety Critical Activities	Activities which, if they are undertaken incorrectly, have the potential to increase overall risk on or about the business.	a
Section 12 Station	Section 12 Station means a Station to which The Fire Precautions (Sub-Surface Railway Stations) Regulations 1989 or any other relevant regulations made under section 12 of the Fire Precautions Act 1971 apply.	a
Site Access Booking for Railway Engineering (SABRE)	A computer system that is used to book, clash check and approve all planned work to be carried out on the London Underground network. The system generates a unique 7-digit number. An approved SABRE Number is evidence that the planned work has LU or Tube Lines approval and is compatible with any other works on the site.	a
Site Person in Charge	The designated person on site (both on and off the track) accountable for: the work in progress; discipline; programme of work; plant; materials; general health and safety. The Site Person in Charge - Safety on the Track's certificate will be endorsed to show traffic hours, engineering hours or depots, or any combination of these.	a
Sub-contractor	Parties appointed by a Supplier.	a
Supplier	For QUENSH, the primary organisation or individual that is selected to deliver a product, service or facility to the Client. This may include consultants, contractors and PFI Contractors and excludes organisations or individuals selected by and contracting directly to them.	a
Track Access Controller	A person licensed by LU to control the Line Clear and Line Safe Procedures.	a
Traffic Hours	The period between the published time or: amended time, if earlier, traction current is switched on and actual time, if later, traction current is switched off.	a

Term	Definition	Source
Protecting Workers on the Track	A person certificated by LU to safely manage worksites and provide protection for themselves and others in engineering hours, traffic hours, depots and possession worksites. The Protecting Workers on the Track certificate will be endorsed with the relevant activity.	

55.4 Person accountable for the document

Person accountable for the document
James Terry - Head of HS&E Capital Programmes Directorate

55.5 Document history

Edition	Date	Changes	Author
2-05104-421 R5	Sept 2003	First draft for PSC process.	MG
2-05104-421 R6	Jan 2004	Second draft for PSC process.	MG
2-05104-421 V12	Feb 2004	Approved for issue.	MG
12c	Mar 2006	References included to new Track Standards.	CB
A13 draft 2	December 2009	Review to remove duplication and inconsistencies and to remove DER role, replacing with new roles.	JJ
1-552 A13	March 2010	Approved for issue	JJ
S1552 A14	February 2013	As per DRACCT No. 01476 1-552 A13 was renumbered, reformatted and revised to incorporate Written Notices. Minor change to menu to place LU and Suppliers identification of applicable clauses side by side to enhance ease of review. No changes to requirements beyond those previously communicated in written notices.	Catherine Behan

Edition	Date	Changes	Author
S1552 A15	October 2013	Updated to reflect the changes made to the QUENSH Contract Menu F0780 as per DRACCT No. 02138. This change was to improve the layout of the current QUENSH menu, to blank out the selection of headers in order to simplify the process involved in completing the form.	Dan Eyob
S1552 A16	November 2014	Clauses 14.5, 15 and 38 revised to incorporate Written Notices. Sections 13, 14, 16-18, 20-22, 34 & 55.3 have been updated. These updates reflect the changes in protection licensing, the new access processes and remove any references to the Access Code. The Access Code will be withdrawn completely and replaced by the Access Charter Spring 2015 (1st April 2015). Clause 24 – amended to include provision for support following traumatic events as recommended by an incident investigation. Clause 42.1 and 42.2 amended to permit fire fighting arrangements to be determined by risk assessment. Clause 45 revised to include references to the relevant machine approval standards. The Quensh Contract Menu removed and stored as a separate form F0780 in the Management System library	Catherine Behan

Edition	Date	Changes	Author
S1552 A17	August 2015	- Reformatted, - revised to incorporate Written Notice (LU-WN-01313) - All temporary works shall comply with the requirements set out in LU Standard S1062 Temporary Works - Section 13 - Remove Protection workers on the track - 16.3 - Protecting workers on the track activity - Section 14.3.3 Remove various reference to Protecting workers on the track - 22.4 The heading needs to change to This need to change to" Person providing protection" - Definition - Include Protecting Workers on the Track A person certificated by LU to safely manage worksites and provide protection for themselves and others in engineering hours, traffic hours, depots and possession worksites. The Protecting Workers on the Track certificate will be endorsed with the relevant activity. - Section 44 include revised Plant standards - 35 Conveyance of loads	Erica Huntley

Edition	Date	Changes	Author
A18	November 2016	- Fit for the future(FfTF) organisational changes throughout the document, principally involving a change in the name of job title 'station supervisor' to 'customer service supervisor/manager' - Addition of new information in section 14.2 on 'Control of hours worked' - Incorporation of two Written Notices LU-WN 01380 and LU WN-0143 - Clarification to section 15.1 point 3. Change Ref. No. 05160.	Alex Ferguson

56 Current written notices attached to this document

Written Notice No	Issue date	Written Notice Title
LU-WN-01498	05/10/2017	Storage of materials and equipment in tunnel sections
LU-WN-01563	05/02/2019	Quality Plan

Written Notice	**LU Ref. No.:** LU-WN-01498
	Suppliers Ref. No.:

1	**Written Notice Completed By**	
	Person Accountable	James Terry
	Directorate	HSE
	Date Issued	05/10/2017
2	**Details of the Standard Requiring Clarification or Correction**	
	Title:	Contract QUENSH conditions (S1552)
	Standard Reference No.	S1552
	Issue No.	A18
	Clause/Paragraph No.	Section 44.1, Point 4
3	**Details of Clarification or Correction**	
	Title of Written Notice	Storage of materials and equipment in tunnel sections
	As part of Change Proposal CR-10006, Section 44.1, Point 4 has been amended to read: When storing materials and equipment in tunnel sections, on platforms or in cross-passageways suppliers shall secure them in such a manner that they remain unaffected by wind turbulence caused by the piston effect, as trains move through tunnels.	

Written Notice	**LU Ref. No.:** LU-WN-01563
	Suppliers Ref. No.:

1	**Written Notice Completed By**	
	Person Accountable	James Terry
	Directorate	Health, Safety & Environment
	Date Issued	05/02/2019
2	**Details of the Standard Requiring Clarification or Correction**	
	Title:	Contract QUENSH Conditions
	Standard Reference No.	S1552
	Issue No.	A18
	Clause/Paragraph No.	53.6
3	**Details of Clarification or Correction**	
	Title of Written Notice	Quality Plan
	ISO 10005:2005 Quality management systems - Guidelines for quality plans has been withdraw and superseded by ISO 10005:2018 Quality management systems - Guidelines for quality plans. Consequently, the current version (as defined by the British Standards Institution) of ISO 10005 shall be used where referenced in Clause 53.6.	

Schedule 7

Deed of Novation

THIS DEED is made day of 201[ ]

BETWEEN:

LONDON UNDERGROUND LIMITED a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the "**Company**"); and

[ ] a company registered in [England and Wales] under number [ ] and having its registered office at [ ] (the "**Supplier**"); and

[ ] a company registered in [England and Wales] under number [ ] and having its registered office at [ ] (the "**New Company**").

WHEREAS:

(A) The Company has a framework agreement dated [ ] and referenced [insert contract number] with the Supplier pursuant to which contracts may be entered into for the provision of [describe in brief the scope of supply] (together the "**Contract**").

(B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.

(C) The Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:

1.1 "**Transfer Date**" means [ ].

2. With effect from the Transfer Date:

2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a party to the Contract in lieu of the Company;

2.2 the Supplier releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of:-)

……..

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by)

…….

) Authorised Signatory

and)

.....

) Authorised Signatory

Executed as a Deed by [NEW COMPANY])

acting by)

…….

) Authorised Signatory

and)

.....

) Authorised Signatory

Schedule 8

Form of Parent Company Guarantee and Performance Bond

THIS GUARANTEE is made the day of 201

BETWEEN:

(1) [ ] a company registered in England and Wales under number [ ] and having its registered office at [ ] (the "**Guarantor**");

(2) [ ] a company registered in England and Wales under number [ ] and having its registered office at 5 Endeavour Square, London E20 1JN (the "**Company**" which expression shall include its successors in title and assigns); and

(3) [ ] a company registered in England and Wales under number [ ] and having its registered office at [ ] (the "**Supplier**").

WHEREAS:

(A) This Guarantee is supplemental to a framework agreement pursuant to which contracts may be made (together the "**Contract**") for the carrying out of [ ] at [ ] made between (1) the Company and (2) the Supplier.

(B) The Guarantor has agreed to guarantee to the Company the due and punctual performance of the Contract by the Supplier in the manner hereinafter appearing.

(C) The Supplier is a party to this Guarantee in order to confirm its request that the Guarantor provide this Guarantee on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. The Guarantor unconditionally guarantees to the Company the proper and punctual performance and observance by the Supplier of all its obligations, warranties, duties, undertakings and responsibilities under the Contract and shall forthwith make good any default thereunder on the part of the Supplier and the Guarantor shall pay or be responsible for the payment by the Supplier to the Company of all sums of money, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplier.

2. This Guarantee shall be a continuing guarantee and indemnity and accordingly shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed in full.

3. The Guarantee is in addition to and not in substitution for any other security or warranty which the Company may at any time hold for the performance of any obligations, warranties, duties and undertakings under the Contract and may be enforced by the Company without first taking any proceedings or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee.

4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Supplier in the Contract.

5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:

   (a) any alteration or variation to the terms of the Contract;

   (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;

   (c) any extension of time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;

   (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;

   (e) the release, modification, exchange or waiver of any such bond, security or guarantee;

   (f) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;

   (g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;

   (h) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to you);

   (i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;

   (j) the termination of the Contract; or

(k) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.

6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Supplier's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:

(a) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;

(b) claim, rank, prove or vote as a creditor of the Supplier or its estate in competition with the Company unless the Company so directs; or

(c) receive, claim or have the benefit of any payment distribution or security from or on account of the Supplier, or exercise any right of set-off against the Supplier unless the Company so directs.

7. This Guarantee is irrevocable.

8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.

9. The Guarantor:

(a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;

(b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and

(c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.

10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:

    (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

    (b) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.

11. The Company is entitled to make any number of demands under this Guarantee.

12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.

13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.

16. [*For non-UK resident Guarantors only:*

For the purposes of this Guarantee the Guarantor hereby appoints ..... of ..... [to be a London address] to accept service of process on its behalf, and service on the said ..... at the said address shall be deemed to be good service on the Guarantor; and the Guarantor hereby irrevocably agrees not to revoke or terminate such appointment).]

Executed as a deed by the parties and delivered on the date of this Guarantee

Executed as a Deed by [GUARANTOR])

acting by)
…….

) Authorised Signatory

and)
.....

) Authorised Signatory

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of:-)

……..

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by)
…….

) Authorised Signatory

and)
.....

) Authorised Signatory

FORM OF ON DEMAND PERFORMANCE BOND WITH ANNEX 1

BOND

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

Contract Bond No. [●]

1. Whereas our clients [●] (the "**Supplier**") have entered into a contract with you dated [●] (the "**Contract**") in respect of [●], we [●] (the "**Guarantor**", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

2. This Bond shall come into force on the date hereof.

3. Any demand hereunder shall be substantially in the form of Annex to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.

4. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.

5. For the purpose of this paragraph 5, the expression "Expiry Date" means [●]. Our liability hereunder shall be limited as follows:

   (a) we shall have no liability in respect of any demand received after the Expiry Date; and

(b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £[●].

6. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:

   (a) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or

   (b) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or

   (c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or

   (d) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or

   (e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or

   (f) the release or waiver of any such other bond, security or guarantee; and/or

   (g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or

   (h) the termination of the Contract; and/or

   (i)any other event which might operate to discharge a guarantor at law or in equity.

7. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.

8. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.

9. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.

10. This bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
11. Each of the provisions of this bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.
12. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the Manufacturer and you shall have no liability or responsibility therefor.
13. Except to the extent it is inconsistent with the express terms of this bond, this bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Executed as a deed by the parties and delivered on the date of this Bond.

Executed as a Deed by [GUARANTOR])

acting by)

…….

) Authorised Signatory

and)

.....

) Authorised Signatory

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of:-)

……..

[Authorised Signatory]

ANNEX 1

Form of Demand from the Company to the Guarantor

Dear Sirs

[Contract Title]

Contract No: [●] (the "Contract")

We refer to the Bond given by you to us dated [●].

An event has occurred of the type described in Clause [●] of the Contract.

We hereby demand payment from you of the sum of £[●] under the Bond. Please make payment by CHAPS made payable to [Company name / bank account details].

Yours faithfully

.....

[Company name]

5 Endeavour Square

London

E20 1JN

Schedule 9

Form of Collateral Warranty

THIS AGREEMENT is made the day of 20[ ]

BETWEEN : -

(1) **London Underground Limited** registered in England and Wales under number: 01900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the "**Company**");

(2) [ ] a company registered in England and Wales under number: [……]and having its registered office at [.....] (the "**Sub-Contractor**"); and

(3) [ ] a company registered in England and Wales under number: [……]and having its registered office at [.....] (the "**Supplier**").

WHEREAS :-

(A) The Company has entered into a framework agreement, pursuant to which contracts may be made, with the Supplier (together the "**Main Contract**") pursuant to which the Supplier is to undertake and complete the following supply: [ ] (the "**Supply**").

(B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the "**Sub-Contract Supply**") of the Supply referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:

   (a) the Sub-Contract Supply have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional

contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Supply;

(b) reasonable skill and care has been and will continue to be exercised in connection with:

(i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;

(ii) the selection of all goods and materials comprised in the Sub-Contract Supply (in so far as such goods and materials have been or will be selected by the Sub-Contractor);

(iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Supply (the "**Sub-Contract**");

(iv) the execution and completion of the Sub-Contract Supply;

(v) the Sub-Contract Supply will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);

(c) the Sub-Contract Supply will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and

(d) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Supply shall include any part of the Sub-Contract Supply. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Supplier is granted an extension of time under the Main Contract for completion of the Supply:

   (a) Execute and complete the Sub-Contract Supply in accordance with the provisions of the Sub-Contract; and

   (b) ensure that the Supplier shall not become entitled to any extension of time for completion of the Supply or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.

3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.

4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:

   (a) understanding the Supply;

   (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Supply;

   (c) extending, interfacing with, integrating with, connecting into and adjusting the Supply;

(d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);

(e) executing and completing the Supply; and

(f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term "**Documents**" shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:

(a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and

(b) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Supply.

6. The parties hereby agree that:

(a) this Agreement shall be personal to the Sub-Contractor;

(b) the Company may assign the benefit of this Agreement to any third party;

(c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.

7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Supply, he has professional indemnity insurance with a limit of indemnity of not less than *[two million pounds (£2,000,000)] and in the aggregate per annum* in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Supply. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Supply provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.

8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Supply which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Supply to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.

9. (a) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of

any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.

(b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a "**Step-in Notice**") that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-clause (c) below.

(c) With effect from the date of the service of any Step-in Notice:

(i) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;

(ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;

(iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and

(iv) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:

(1) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and

(2) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.

(d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.

10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.

11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.

12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.

13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Supply.

14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.

15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the parties and delivered on the date of this Agreement.

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of:-)

……..

[Authorised Signatory]

Executed as a Deed by [SUB-CONTRACTOR])

acting by)

…….

) Authorised Signatory

and)

.....

) Authorised Signatory

Executed as a Deed by [SUPPLIER])

acting by)

…….

) Authorised Signatory

and)

.....) Authorised Signatory

Schedule 10

Supplier Performance

1 KEY PERFORMANCE INDICATORS

1.1 Failure to meet delivery times in the case of Catalogue Items or MRP Items, any occurrence of nil stock in the case of VMI Items, Defects in Safety Critical Goods or Non Conformance Reports being raised will attract abatements each Accounting Period as set out below:

1. Delivery	KPI Metrics	Measurable	Abatement Defined by Spend Area	KEY Percentage by value of items late	Abatements
Catalogue Items	Delivery	Goods to be delivered on time and in full. A report will be supplied by the Supplier to show all on time, late and early deliveries. Proof of delivery (POD) will be provided for the top 20, middle 20 and bottom 20 items by spend, with a total of 60 POD's being required.	Failure to meet delivery times in the case of Catalogue Items will attract abatements against aggregate Order Price of all Catalogue Items due to be supplied in an Accounting Period.	=>98% 97.99 - 97.00% 96.99 - 96.00% 95.99 - 95.00% >94.99 %	0% 1% 2% 3% 5%

MRP Items	Delivery	Goods to be delivered on time and in full. The Supplier will confirm to the shopper that the delivery date is correct, or advise of a revised date within 24 hours of receipt of the purchase order, the date on the purchase order will then be used to measure performance. Delivery of goods that are between 1-2 days early will be measured and reported as on time. A report will be supplied by the Company, not later than 15 Working Days after the Accounting Period end, to show all on time, late and early deliveries. POD's must be provided by the Supplier if	Failure to meet delivery times in the case of MRP Items will attract abatements against the aggregate Order Price of MRP Items due to be supplied in an Accounting Period.	=>98% 97.99 - 97.00% 96.99 - 96.00% 95.99 - 95.00% >94.99 %	0% 1% 2% 3% 5%

		the Supplier does not agree with the report provided by the Company.			
2. Vendor Managed Inventory (VMI)	KPI Metrics	Measurable	Abatement Defined by Spend Area	KEY Quantity recorded	Abatements
VMI Items available	Stock levels	Number of nil stocks with information emanating from nil stocks report or Company's awareness from internal reporting.	Any instance of nil stock for VMI Items will attract abatements against the aggregate Order Price of all VMI Items required to be supplied (and those actually supplied) in an Accounting Period.	0 >0	0% 5%
3. Quality	KPI Metrics	Measurable	Abatement Defined by Spend Area	KEY Quantity Recorded	Abatements
Safety Critical Goods	Quality	Defects in any Safety Critical Goods in any Accounting Period	Failure to meet minimum Standards in	0% >0.0%	0% 3%

			the case of Safety Critical Goods will attract abatements against the aggregate Order Price of all Goods due to be supplied (and those actually supplied) in an Accounting Period.		
Non-Conformance Reports Raised internally at the Company (NCR's)	Quality	Number of NCR's raised every Accounting Period	Failure to meet minimum Standards in the case of Goods which are the subject of an NCR (including in relation to individual Goods or a type of Goods) will attract abatements against the aggregate Order Price of all Goods due	=<10 >10	0% 1%

			to be supplied (and those actually supplied) in an Accounting Period.		

1.2 At the end of each Accounting Period, any Abatement for that Accounting Period shall be calculated and at the Company's option either:

(a) be deducted from any payment due to the Supplier whether under the relevant Contract, another Contract or otherwise; or

(b) be the subject of a demand for payment from the Company, which shall be payable by the Supplier as a debt due within 14 days.

2 SDI PERFORMANCE CRITERIA/Service Delivery Indicators (SDI's)

2.1 Quality – The Supplier will supply Materials with 0% Defects. When Defects are found the escalation process will begin in the following circumstances:

2.1.1 Non-Safety Critical Parts

(a) Defects found in 3 or more Accounting Periods over a rolling six Accounting Periods.

(b) Defects found in over 2% of Goods Delivered in an Accounting Period.

2.1.2 E-Catalogue Availability – The Supplier shall ensure the E-Catalogue is available 100% of the time, 24 hours per day, every day of the year.

(a) Performance measures will not apply for agreed periods for planned maintenance which shall be agreed with the prior consent of the Company's Representative with the expectation that such periods be at times when usage of the catalogue is likely to be at its lowest.

(b) Any period of downtime for maintenance when the catalogue is not available for use shall not exceed 2 hours unless agreed in advance.

(c) All registered shoppers against the catalogue should be given at least 24 hours' notice via email of any period of agreed downtime.

(d) Where the E-catalogue is:

- Unavailable for use for 4 instances exceeding 5 minutes but not exceeding 10 minutes per Accounting Period.
- Unavailable for use for 2 instances exceeding 10 minutes but not exceeding 20 minutes per Accounting Period.
- Unavailable for use 1 instance exceeding 20 minutes per Accounting Period.

Or

- Unavailable for use for 10 instances exceeding 2 minutes over thirteen Accounting Periods.

3 ESCALATION PROCESS

3.1 The escalation process shall be invoked by the Company in its absolute discretion.

3.2 The purpose of the escalation process is to provide a structured framework within which the Parties can address unsatisfactory performance standards against timescales and deliverable targets. This is without prejudice to the Company's rights elsewhere in the Agreement and any Contracts. For the purposes of this process notified levels of poor performance (including failure to meet the KPIs and SDIs set out above) will be termed "Non-Conformances".

3.3 This procedure operates with four levels; the lowest level Non-Conformance being Level 1. Should Non-Conformances escalate they will receive an appropriate level of management intervention from the Company and the Supplier. Level 3 gives final review and opportunity for remedial actions to resolve issues before the Non-Conformance reaches Level 4, which will entitle the Company to terminate in accordance with Clause 17.1(h) of the Framework Agreement.

3.4 In the event that a performance issue is not resolved between the Company and the Supplier then the Non-Conformance may be raised formally to a Level 1 or Level 2 Non-Conformance, depending upon the severity of the performance failure. It is possible for a number of Level 1 and/or Level 2 issues to be in hand at any one time.

4 SUMMARY OF ESCALATION PROCESS

LEVEL	ACTION	BY	RESULT
Level 1	Improvement plan with precise and date required. On-going review dates specified.	Supplier	Satisfactory – Stop Unsatisfactory Level 2
Level 2	Improvement plan with precise end date required. Ongoing review dates specified.	Supplier	Satisfactory – Stop Unsatisfactory Level 3
Level 3	Final review. Final opportunity for remedial action. Precise end dates required.	Supplier	Satisfactory – Stop Unsatisfactory Level 4
Level 4	POSSIBLE TERMINATION		

4.1 Issues shall be resolved locally on a day-to-day basis to the mutual satisfaction of all parties and shall not be raised to Level 1 without prior endeavours to resolve.

4.2 The triggers for levels 1, 2, 3 and 4 of the Escalation Process are defined as below:

4.2.1 **Level 1**

(a) The Level 1 Non-Conformance will be recorded by the Company and a notice submitted to the Supplier. The Supplier shall in response (such response to be within 10 Working Days of service of the notice by the Company) prepare and submit to the Company, a Level 1 Non-Conformance Report. This report will contain:

- Confirmation of the date and details of the level 1 Non-Conformance
- The steps to be taken by the Supplier to ensure there is no repetition of such Level 1 Non-Conformance (the “Level 1 Required Action”)
- The time within which such Level 1 Required Action is to be completed (which shall be a reasonable period and no longer than the “Level 1 Rectification Period”).

(b) The Supplier and the Company will use all reasonable endeavours to agree the Level 1 Rectification Period (which shall in any case be on longer than two months) and the Level 1 Required Action. If the agreed Level 1 Required Action is carried out within the agreed Level 1 Rectification Period then the Non-Conformance will be classed as closed.

4.2.2 **Level 2**

(a) If the Company determines, that a Non-Conformance should be treated as a Level 2 Non-Conformance; or the Supplier fails to provide the Company with a Level 1 Non-Conformance Report within 10 Working Days; or the Supplier fails to rectify the Level 1 Non-Conformance within the Level 1 Rectification Period, then this shall be a “Level 2 Non-Conformance” and the Company will submit a notice to the Supplier.

(b) The Supplier shall in response (such response to be within 10 Working Days of service of the notice by the Company) prepare and submit to the Company a Level 2 Non-Conformance Report. Such report will contain:

- The date and details of the Level 2 Non-Conformance
- The steps to be taken by the Supplier to ensure there is no repetition of such Level 2 Non-Conformance (the “Level 2 Required Action”)
- The time within which such Level 2 Required Action is to be completed (Which shall be a reasonable period and no longer than the “Level 2 Rectification Period”).

(c) The Supplier and the Company will use all reasonable endeavours to agree the Level 2 Rectification Period (which shall in any case be no longer than two months) and the Level 2 Required Action.

(d) If the Level 2 Required Action is taken within the agreed Level 2 Rectification Period then the Non-Conformance will be considered resolved. However, a record of the Non-Conformance will be made and Level 2 trends monitored.

4.2.3 **Level 3**

(a) If the Company determines, that a Non-Conformance should be treated as a Level 3 Non-Conformance; or the Supplier fails to provide the Company with a Level 2 Non-Conformance Report within 10 Working Days; or the Supplier fails to rectify the Level 2 Non-Conformance within the Level 2 Rectification Period, then this shall be a "Level 3 Non-Conformance" and the Company will submit a notice to the Supplier.

(b) The Supplier will provide the Company a report (a "Level 3 Non-Conformance Report"), setting out:

- The steps which the Supplier has taken, or will take, to ensure that no further Non-Conformance of this type shall arise (the "Level 3 Required Action") ;
- The period (being no greater than 2 months from time of occurrence of the Level 3 Non-Conformance) for the Supplier to put in place steps to ensure that no further Non-Conformances of the same type occur (the "Level 3 Rectification Period").

4.2.4 **Level 4**

(a) If the Supplier fails to provide the Company by the agreed deadline, a Level 3 Non-Conformance Report; or the Supplier fails to undertake the Level 3 Required Action within the Level 3 Rectification Period; or the Supplier fails to rectify the

Level 3 Non-Conformance within the Level 3 Rectification Period, then this shall be “Level 4 Non-Conformance” and the Company shall be entitled to terminate the Framework in accordance with Clause 17.1(h).

Schedule 11

Heavy Goods Vehicle Direct Vision Standard

The Heavy Goods Vehicle Direct Vision Standard can be found in the following link

https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/direct-vision-in-heavy-goods-vehicles

Schedule 12

Reporting and Contract Management

1 REPORTING

1.1 The following reporting functionality will be required:

1.1.1 The Supplier shall provide a web based reporting tool for Company users to access instant management information reports by setting criteria to produce flexible outputs.

1.1.2 The Company may from time to time request bespoke management information reports to be produced quickly and efficiently by the Supplier.

1.1.3 Examples of the types of management information reports required are detailed below. The list of examples is not exhaustive and the system should be flexible to allow the production of bespoke reports by setting specific criteria dependent upon Company requirements.

Management Information Report Examples:

- Spend by user
- Spend by business area and asset area
- The total individual volume of each product that is ordered
- The total value of orders
- Top 80% spend by item
- Bottom 20% spend by item
- Number of orders processed
- Average lines per order
- Average value per order
- Any products removed/added
- Order fulfilment
- Percentage of orders delivered within agreed timescales
- Number of returns including reasons
- Number of credits raised including reasons and
- Notwithstanding the above requirements, the supplier will be required to produce reports as appropriate in the line with the performance measures and general reporting requirements detailed in the contract

1.2 Key Performance Indicators Reporting

The Supplier will provide reports to enable the Company to evaluate performance and the application of Schedule 10 in the following areas or as required by the Company:

- Catalogue Items
- MRP Items
- VMI Items available
- Safety Critical Goods
- Non Conformance Reports

2 CONTRACT MANAGEMENT

2.1 The name and address of the Company's Representative [redacted] as may be updated from time to time in accordance with Clause 30.

2.2 The name and address of the Supplier's Representative is [redacted] England and may be updated from time to time in accordance with Clause 30.

2.3 The following functions of the Company's Representative are delegated to the following people:

Function	Name	Address
Contract Support Engineering	TBC	Various as per Schedule 3 (Working Hours and Locations)

2.4 The name and address of the Key Personnel and Mobilisation Key Personnel are as follows:

Name	Address	Area of Responsibility
[redacted]	[redacted]	Contract Manager

2.5 The details for service of notices and other documents under this Agreement are as follows:

Name	Address	Telephone Number
For the Company	5 Endeavour Square, London, E20 1JN	0207 126 4209
For the Supplier	Shelah Road, Halesowen, West Midlands B63 3XL	0161 872 7466

3 Supplier's Plans and Reports

3.1 The Supplier shall provide the information and plans as detailed below by the date or frequency shown. Information and plans provided shall be in a format acceptable to the Company's Representative and shall demonstrate that proper consideration has been given to each aspect of this Agreement to the satisfaction of the Company's Representative.

Programme and Planning			
Type	Required (Y/N)	Date/Frequency required	Special Instructions

Mobilisation Plan	Yes	Updated plan required within 42 days of the Commencement Date. Updated on weekly basis until mobilisation is complete	Mobilisation Programme The methodology of how the contract will be delivered including the E-Catalogue solution, VMI solution and organisational design
Contract Review Reports	Yes	Every 28 days in line with Accounting Periods	Reviewed and updated yearly in line with the anniversary of the contract.
Quality Plan	Yes	Original to be provided within 42 days of contract signature	Reviewed and updated yearly in line with the anniversary of the contract.
Inspection and Test Plan	Yes	Original to be provided within 42 days of contract signature	Reviewed and updated yearly in line with the anniversary of the contract.
Health and Safety Plan	Yes	Original to be provided within 42 days of contract signature	Reviewed and updated yearly in line with the anniversary of the contract.

3.2 The reports and plans listed must be produced to the satisfaction of the Company's Representative. The Company's Representative may notify the Supplier in the event that any report or plan is unsatisfactory or incomplete and the Supplier shall promptly correct any defect in the report or plan and provide an updated report or plan as soon as practicable.

4 Governance and Meetings

4.1 Contract Review meetings, chaired by the Company's Representative shall be held when periodically required by the Company's Representative (or requested by the Supplier's Representative). These meetings will be held at intervals to be agreed. The Contract Manager shall arrange the meetings and produce minutes that shall be published within 10 business days of the meeting.

4.2 Contract progress meetings shall review:

(a) Accuracy of previous minutes

(b) Supplier's delivery performance

(c) Supplier' sub-contracts/invoices

(d) The Company forecast schedule of requirements

(e) Other matters as may from time to time be determined to be necessary by the Company's Representative

4.3 The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

Schedule 13
Mobilisation Plan

The Supplier shall comply with The Mobilisation Plan set out at Appendix 1 to this Schedule.

2. Without prejudice to the generality of paragraph 1:

   2.1 The Supplier's mobilisation team shall attend mobilisation/transition meetings chaired by the Company's Representative (or their delegate) as will be scheduled by the Company's Representative and notified to the Supplier; and

   2.2 The Parties shall hold a daily conference call at a set time. The Supplier shall participate in this call and provide daily verbal updates.

3. In the event that the Supplier considers that there is likely to be a delay in carrying out any of the activities contained within the Mobilisation Plan, it shall immediately notify the Company and provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 10 (Supplier Performance).

4. In the event that the Company considers at any time that there is likely to be a delay in carrying out any of the activities contained within the Mobilisation Plan it may ask the Supplier to identify the reasons for such delay and immediately provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter company with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 10 (Supplier Performance).

5. Within 42 Days of the Commencement Date or such other period as the Parties acting reasonably may agree, the Supplier shall submit, for the Company's agreement and in such final details as the Company's Representative may reasonably require:

   5.1 the Supplier's updated Mobilisation Plan for providing the Goods including installation of the VMI Infrastructure, including appropriate method statements; and

5.2 method statements setting out the equipment, and other resources that the Supplier proposes to use in its supply of the Goods and performance of this Agreement and the Contracts,

and the Supplier shall promptly amend the Mobilisation Plan and any such method statements to take account of any comments from the Company (acting reasonably), and re-submit the revised Mobilisation Plan and method statements as required until the Company has approved them. If an updated Mobilisation Plan and method statements have not been agreed between the Parties by the date 3 (three) months after the Commencement Date, the Company may, at any time after that date, terminate this Agreement in accordance with Clause 17.1(c) and the Supplier shall within fifteen Working Days of such termination reimburse the Company an amount equal to the total of any instalments of the Mobilisation Fee paid by the Company.

6. The Supplier shall, no later than four (4) weeks before the Supply Commencement Date, submit to the Company's Representative a list of the names of those issued or to be issued with passes or entry permits, and any other information which the Company's Representative may reasonably require in connection with the issue of passes or entry permits. Without prejudice to the generality of the above, the Supplier shall at all times:

6.1 establish and maintain a compliance schedule and register; and

6.2 ensure it understands and applies the Company's permit to work system.

7. The Mobilisation Fee shall be invoiced and paid in accordance with Clause 9 and as set out in Schedule 2.

8. If the activities in the Mobilisation Plan have not been completed by the date 3 (three) months after the Mobilisation Completion Date, the Company may (unless and to the extent that the failure of the Supplier to complete the activities is solely and directly caused by the Company) terminate the Agreement and any Contract in accordance with Clause 17.1(d). Where the failure is solely and directly caused by the Company, the 3-month deadline will be extended in line with the duration of the delay caused by the Company. Within fifteen Working Days after termination under Clause 17.1(d), the Supplier shall reimburse the Company in the amount of all Mobilisation Fees paid by the Company.

Mobilisation Plan

Schedule 14

Contract Innovation Efficiency

1. Overview

1.1 This Schedule 14 (Contract Innovation Efficiency) sets out the process for the management and measurement of Contract Innovation Efficiency.

2. Definitions

"CIE Initiative Proposal" has the meaning given to it in paragraph 4.1 of this Schedule 14 (Contract Innovation Efficiency).

"CIE Initiative Proposal Form" has the meaning given to it in Appendix 2 of this Schedule 14 (Contract Innovation Efficiency.

"Completed CIE Initiative Form" has the meaning given to it in Appendix 3 of this Schedule 14 (Contract Innovation Efficiency.

"Completed CIE Initiative" has the meaning given to it in paragraph 4.4 of this Schedule 14 (Contract Innovation Efficiency).

"Contract Innovation Efficiency" or "CIE" means savings recognised through Completed CIE Initiatives.

"Contract Innovation Efficiency Target" has the meaning given to it in paragraph 3.1 of this Schedule 14 (Contract Innovation Efficiency).

"Savings Metrics" are the method of calculating savings examples of which are set out in Appendix 1: Savings Metrics of this Schedule 14 (Contract Innovation Efficiency).

3. Annual CIE Target

3.1 The target Contract Innovation Efficiency (CIE) for each Contract Year is a saving of [redacted] of the anticipated spend by the Company in a Contract Year as set by the Company within 7 days after the Mobilisation Completion Date as adjusted to reflect the actual spend every three months (the "Contract Innovation Efficiency Target" or "CIE Target").

3.2 All savings shall be measured as annualised savings i.e. the value of savings identified at the Completed CIE Initiative stage of any project that are forecast to be achieved in the 12 month period immediately following.

3.3 The examples of the types of savings that could be made by the Supplier are set out in the table at Appendix 1: Savings Metrics. These are non-exhaustive and indicative only and will be used to assist in the process of agreeing Savings Metrics for particular CIE Initiative Proposals and to calculate savings at the Completed CIE Initiative stage.

3.4 Appropriate Savings Metrics will be agreed at the CIE Initiative Proposal stage, however it is agreed that the underlying principle of savings recognition relates to the cost or income differential from the Completed CIE Initiative.

3.5 Any Price negotiation savings made from Completed CIE Initiatives shall be subject to a 50/50 gain share between the Company and the Supplier for the first twelve months of supply after the date implemented as defined in the Completed CIE Initiative. The gain share will be applied by adjusting the pricing by 50% of the available saving for the first 12 months and 100% thereafter.

3.6 The 50/50 gain share will only apply to Price negotiation savings made from Completed CIE Initiatives and not any other Savings Metrics types unless agreed by the Company's Representative and agreed in the CIE Proposal and Completed CIE Initiative.

4. CIE Process

4.1 **Stage 1: CIE Proposal**

- Within the first three (3) months following the Mobilisation Completion Date, the Supplier shall propose a minimum of one (1) proposal to achieve the Contract Innovation Efficiency Target (each a "CIE Initiative Proposal"). The Supplier shall complete the CIE Initiative Proposal Form set out in Appendix 2 to show the description of the proposed initiative, team members, scope, risks, completion target date, savings metric and savings target.

4.2 **Stage 2: Feasibility Review**

- The Company will review the CIE Proposals and will accept or reject the proposals acting reasonably within one (1) month.

4.3 **Stage 3: Implementation**

- The Company and the Supplier will work collaboratively to realise the savings and will involve as appropriate but not exhaustively trials of products, price changes, and product changes, additions or deletions.

4.4 **Stage 4: Completed CIE Initiative**

- A project is complete following full implementation according to Stage 3: Implementation and is the point when the Company will realise savings (each a "Completed CIE Initiative"). The Supplier will complete and issue to the Company a Completed CIE Initiative Form set out in Appendix 3 to show how the savings have been achieved, the forecast savings calculation and the date implemented. The Company will review and sign off or reject acting reasonably within one (1) month of issue.

5. Escalation and Resolution

5.1 The Supplier shall provide progress updates of projects in Stage 3: Implementation and a summary of Completed CIE Initiatives and progress towards the CIE Target as part of the Contract Review Reports required under Schedule 12 (Reporting and Contract Management).

5.2 At the end of each Contract Year, the Company will carry out a reconciliation of the total savings made as a result of Completed CIE Initiatives against the CIE Target for that Contract Year to assess whether the CIE Target has been achieved by the Supplier. In the event that the CIE Target is not met, the Company shall have the right to invoke paragraph 5.3 and 5.4 of this Schedule 14 (Contract Innovation Efficiency).

5.3 The Company shall have the right to invoice the Supplier or offset the difference between the CIE Target and the total savings made as a result of Completed CIE Initiatives against amounts payable under Clause 9 of this Agreement.

5.4 The Company may invoke the escalation process in Schedule 10 (Supplier Performance) in the event of non-compliance by the Supplier with this Schedule 14 (Contract Innovation Efficiency).

Appendix 1: Savings Metrics

Type	Measure	Description	Calculation
Reduced Total Acquisition Cost	Material Substitution	A part of equal or greater quality and/or functionally that meets all requirements of the user is substituted for an existing part generating a unit price saving.	Price difference X annual volume
	Price negotiation	A negotiation for an existing part generating a unit price saving.	Price difference X annual volume
Improved production	Extended product life	Part(s) w hich offer a longer operating life than an existing part is substituted for that part resulting in reduced overall volumes.	Reduced units X unit price
	Energy Efficiency	Item(s) substituted either a new part or modification of an existing part w ith energy saving results.	Cost difference (Original cost per KW hours minus reduced cost per KW hour) X total annual hours operated
Reduced Working Capital	Inventory reduction	Inventory reduced through identifying obsolete, surplus, duplicate or damaged material that can be safely scrapped.	£ value of inventory reduction X capital cost
	Product standardisation	The identification of multiple types(s) or brand(s) of item(s) that can be converted or consolidated to one manufacturer and/or brand.	Price difference X annual volume
Enviromental	Reduce	Packaging on products reduced and areas identified w here demand is inapproriate	Price difference X annual volume and reduction in landfil
	Reuse	The identification of multiple types(s) or brand(s) of item(s) that can be reused and are currently being treated as single use	Price difference X annual volume

Appendix 2: CIE Proposal Form

Description of Initiative:	

Team Members:	
Scope:	
Risks:	

Company's Representative:	
Supplier's Representative:	
Savings Metric:	

Completion Target Date:	

Savings Target:	

Company Sign Off Name	
Company Sign Off Signature	
Company Sign Off Date	

Appendix 3: Completed CIE Initiative Form

Summary of Initiative:	

Forecast Savings Calculation:	
Savings Metric:	

Date Implemented:	
Gain Share:	

Company Sign Off Name	
Company Sign Off Signature	
Company Sign Off Date	

EXECUTION PAGE:

Executed as a deed by the parties and delivered on the date of this Agreement

Executed as a deed by affixing the Common Seal of)

London Underground Limited)

in the presence of: -)

.

[Authorised Signatory]

Executed as a Deed by Hayley Group Limited)

acting by)

.....

) Authorised Signatory

and)

.....

) Authorised Signatory