

Authority) in respect of the following to cover the Services (the “**Insurances**”) and will ensure that the Authority’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:

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

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

19.1.3 product liability; and

19.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

19.2 The insurance cover will be maintained with a reputable insurer.

19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. **The Authority’s Data**

20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.

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

21. **Intellectual Property Rights**

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

22. **Privacy, Data Protection and Cyber Security**

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

23. **Confidentiality and Announcements**

- 23.1 Subject to Clause 24, the Service Provider will keep confidential:
- 23.1.1 the terms of this Contract; and
- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
 - 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information and Transparency**

- 24.1 For the purposes of this Clause 24:
- 24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
 - 24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
 - 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 24.2 The Service Provider acknowledges that the Authority:

- 24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
 - 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 24.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 24.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 24.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 24.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 24.6. The Authority shall make the final

decision regarding both publication and redaction of the Contract Information.

25. **Dispute Resolution**

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.

25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. Breach and Termination of Contract

26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

26.1.2 the Service Provider is subject to an Insolvency Event;

26.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

26.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be

entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disappplied by notice to that effect in Schedule 1.

26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.

26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. **Consequences of Termination or Expiry**

27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require

for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

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

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

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

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

28. **Declaration of Ineffectiveness and Public Procurement Termination Event**

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and Clauses 28.1, 28.2, 28.4 to 28.6

(inclusive) and 28.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

- 28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 28.1 to 28.6 inclusive.
- 28.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 28.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - 28.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 28.2 to 28.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 28.4 Where there is any conflict or discrepancy between the provisions of Clause 27 and Clauses 28.2 to 28.6 (inclusive) and 28.12 or the Cessation Plan, the provisions of these Clauses 28.2 to 28.6 (inclusive) and 28.12 and the Cessation Plan shall prevail.
- 28.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 28.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

- 28.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 28.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 28.7.1 the provisions of Clause 27 and these Clauses 28.7 to 28.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 28.7.2 if there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.7 to 28.12 or the Cessation Plan, the provisions of these Clauses 28.7 to 28.12 and the Cessation Plan shall prevail.
- 28.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 28.7 to 28.11 inclusive.
- 28.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 28.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 28.7 to 28.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 28.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 28.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the

Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

- 28.12 For the avoidance of doubt, the provisions of this Clause 28 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 28-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. **Rights of Third Parties**

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

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

31. **Contract Variation**

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

32. **Novation**

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

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

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

33. **Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. **Illegality and Severability**

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

35. **Notices**

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

if delivered by hand, at the time of delivery;

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

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

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

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

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

37. Counterparts

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

38. Relationship of the Parties

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

39. Further Assurance

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

40. **Governing Law**

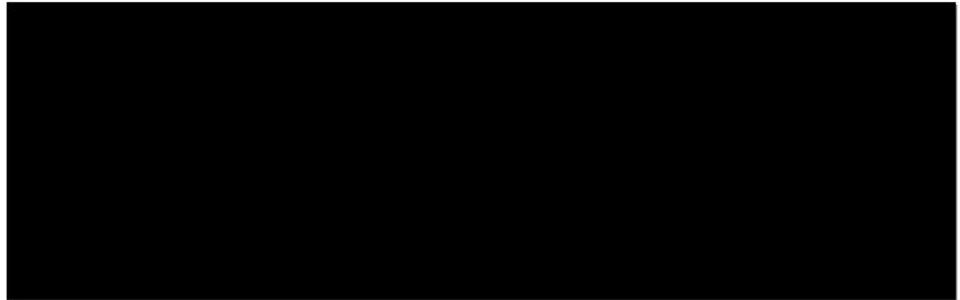
The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

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

Signed by
for and on behalf of
the Authority



Signed by
for and on behalf of
the Service Provider



SECTION 1

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: LT-C-17-468**
- 2. Name of Service Provider: QUATTRO PLANT LIMITED**
- 3. Commencement:**
 - (a) Contract Commencement Date: 02nd July 2018**
 - (b) Service Commencement Date: 02nd July 2018**
- 4. Duration/Expiry Date: 3 years + 2 (Optional) years**
- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

- 30 working days from invoicing

Clause 5.2

Payment must be made within 30 days of receipt of invoices, unless the Service Provider is an SME in which case payment must be made within 10 days of receipt of invoices.

Clause 5.4

- 30 working days from invoicing

- 6. Address where invoices shall be sent:**

London Trams
Accounts Payable
1st Floor
PO Box 45276
14 Pier Walk
London
SE10 1AJ

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

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

- 30 working days from invoicing.

8. Details of the Authority's Contract Manager

Name:

Address:

Tel:

Fax:

Email:



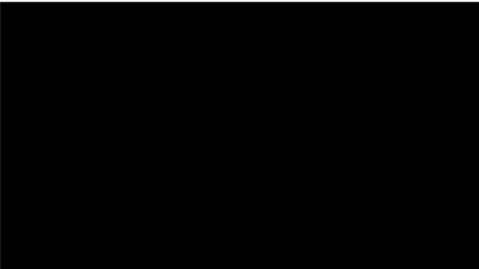
9. Details of the Authority's Procurement Manager

Name:

Address:

Tel:

Email:



10. Service Provider's Key Personnel:

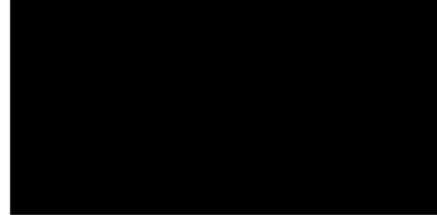
Name & Position	Contact Details	Area of Responsibility
A large black rectangular redaction box covering the entire table content for key personnel.		

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

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

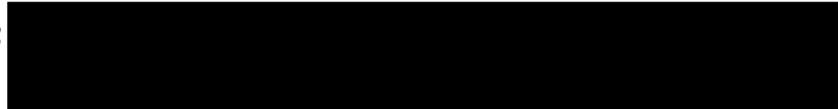
For the Authority:
Trams

London



For the attention of: Contracts Manager

For the Service Provider:

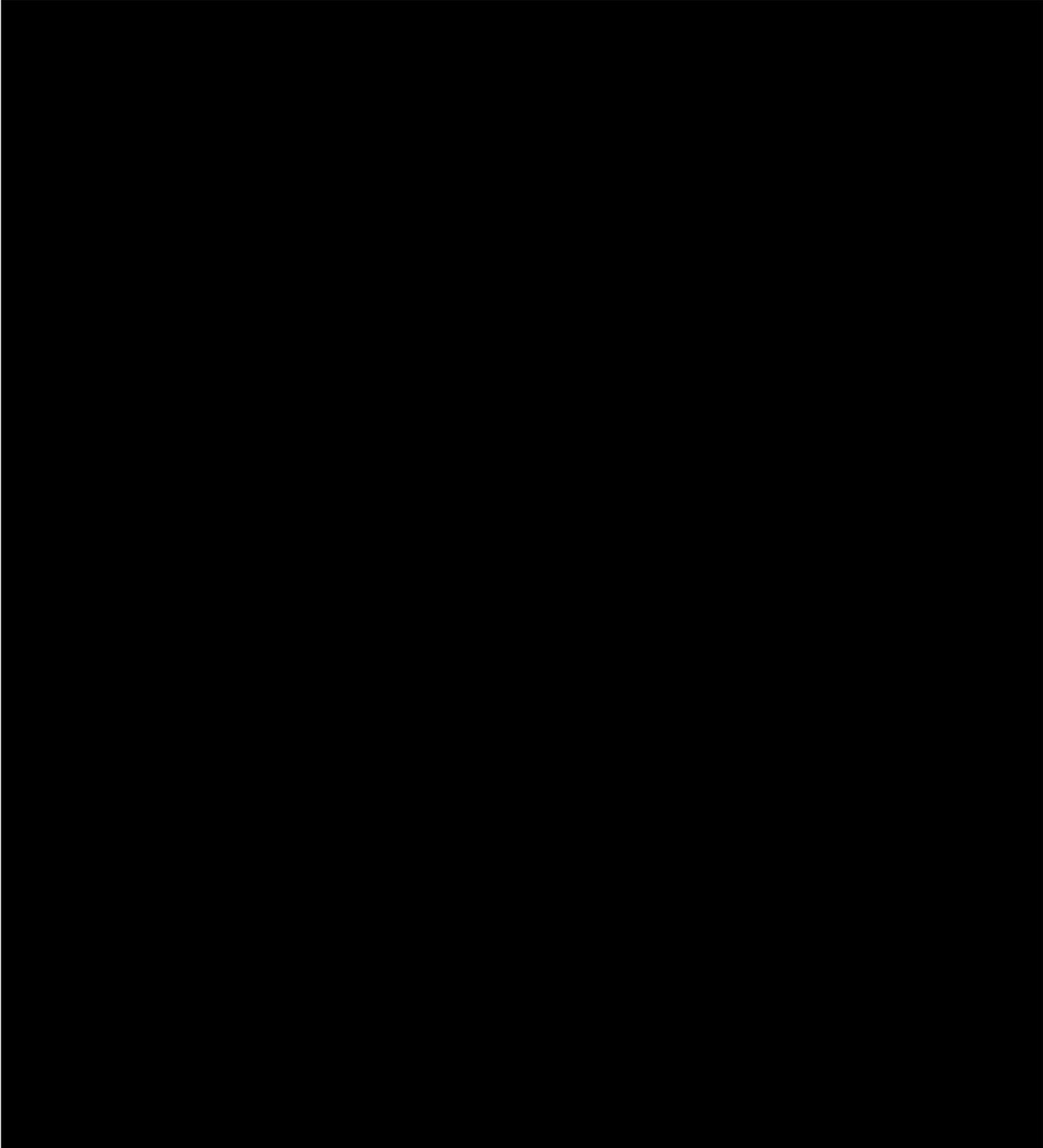


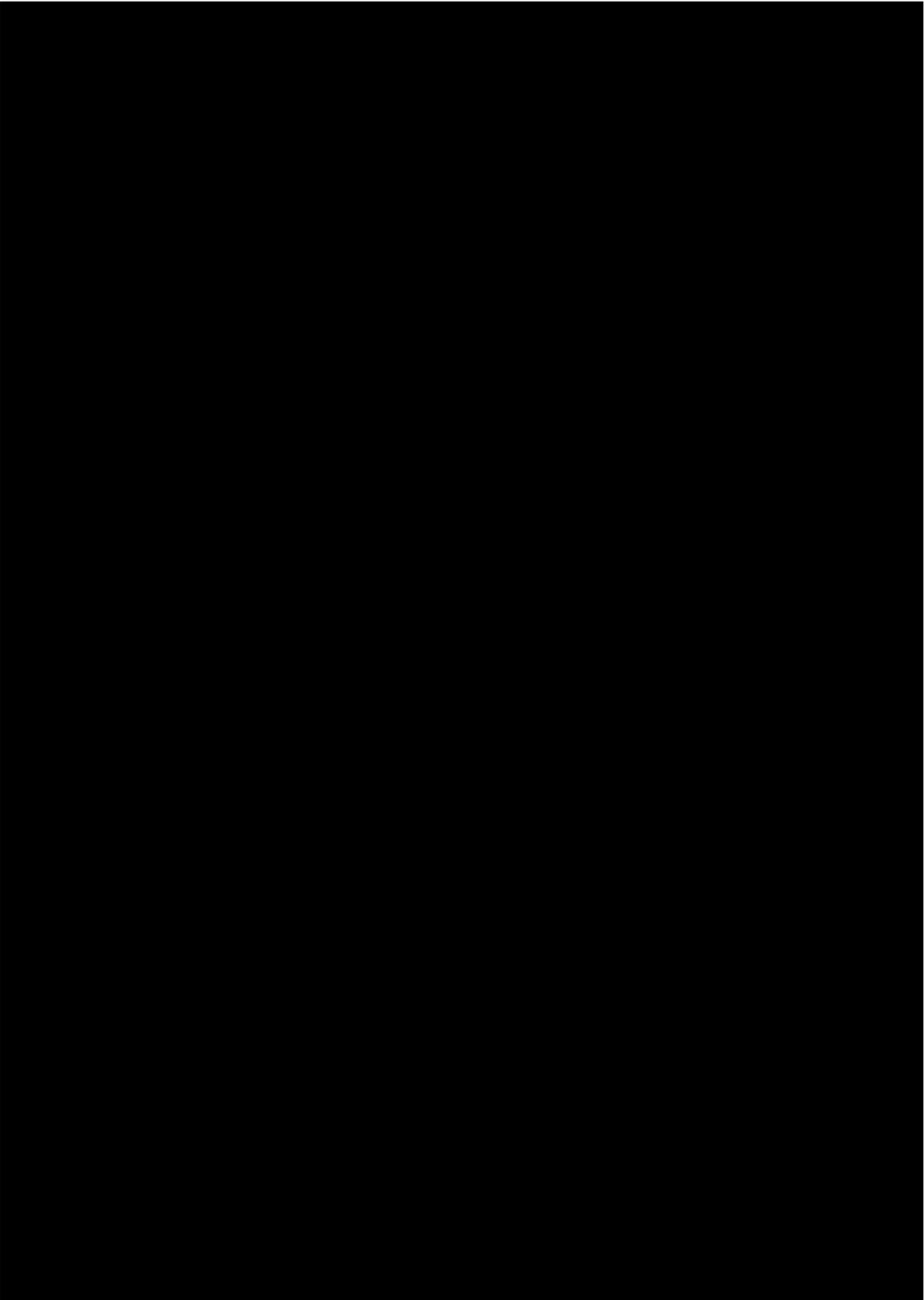
13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: NA

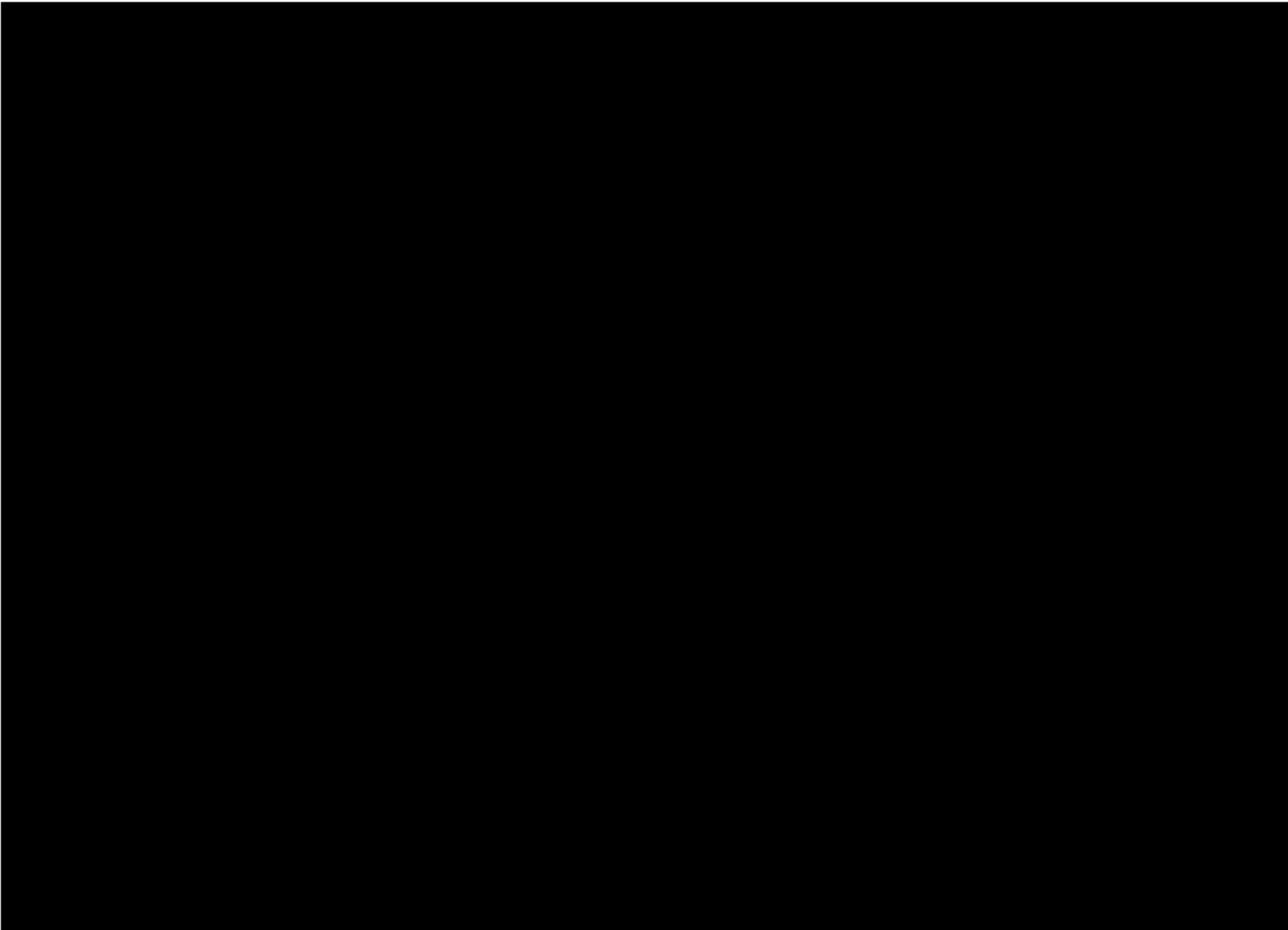
14. Training to be provided by the Service Provider in accordance with Clause 8.8: As per the specification

SECTION 2

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT







SECTION 3

SCHEDULE 3 – SPECIFICATION

PURPOSE

This document specifies the requirements for on-track plant on the London Trams (LT) network.

LT intend to commission a contractor to provide this service.

Abbreviations

1	Abbreviation	2	Definition
3	LT	4	London Trams
5	OTP	6	On-Track Plant
7	TSA	8	Tramlink Safety Awareness
9	TPS	10	Tramlink Possession Supervisor
11	TWS	12	Tramlink Worksite Supervisor

SCOPE

LT requires a supplier of On-Track Plant (OTP) for ongoing maintenance and renewals on the network. LT has several users of OTP all of whom have their own specific requirements. The following sections are intended to give an overview of the type of requirements each user will have for OTP. LT may, at a later stage, engage the supplier for further OTP requirements which are not specified in this document.

List of known On-track Plant Requirements

13 Power	OHLE/	14 P-way	15 Systems	16 Civils	17 Depot	18 Projects
19 11	Mech	20 PW150 to be provided with panel grab, sleeper grab, cross beam, spreader beam, chieftain trailer and extension	21 MEC 11	26 Terex/NiftyLift AR17	30 Genie Boom Z60	33 Komatsu PC128
		22 23 24 25		27 28 29	31 32	34 35 36
37 boom Z60	Genie	38 Mecolec 12	39	40 Highway Multicar Groove Cleaner	41 Neotec Skyrailer 16 metre (SR160)	42 Komatsu PW150
43		44	45	46 Johnson Road Sweeper	47	48 Komatsu D41-E Dozer
49		50	51	52 3t mini digger	53	54 Genie Boom Z60
55		56	57	58 Trailer & Ballast box	59	60 RR14 EVO

There will be adhoc requirements for different On-Track plants not this list. Please refer to London Trams plant standard and testing procedure (LT-IMS-ENG-2051) for guidance on requirements.

Civils

Groove Cleaner & street sweeper (Civils)

LT requires the street sweeper and groove cleaner for a fortnightly maintenance cycle

- I. Only the Groove cleaner needs to have road rail ability
- II. Road legal and can be operated on the public highway (under escort would also be consider as an option)
- III. Does not require the use of a low loader for delivery or collection.
- IV. The plant is operated by staff with TSA training
- V. Plant to be maintained at suppliers depot

Excavators and Trailers (civils & projects)

LT requires use of 360 machines for vital civils and track works including, track, structures & lineside works

- VI. The machine needs to have road rail ability.
- VII. Road legal and can be operated on the public highway (under escort would also be consider as an option)
- VIII. Would require the use of a low loader for delivery or collection.
- IX. The ability to provide lifting plans
- X. The ability to provide a machine operator & Lift supervisor
- XI. Possible second machine should the one we are using be sent away for maintenance or we have the need for a second team.
- XII. On-call plant fitter to attend to plant failures within 4 hours.

As above LT's network has a mixture of segregated running and integrated running of street sections. The plant would need to be road legal to avoid the need for road closures on the public highway. For the purpose Project & Maintenance the plant would need to have a flashing amber light that is attached or can be attended when working on the highway. In addition we would need to have a sign that can be attached to the stating keep left which is a prescribed highway sign in the TSRG manual.

Our lowest wire height on the system is 3750mm if any part of the machine has the potential to come within a 1m of the OHLE then the line will need to be isolated. Service Providers should demonstrate if the machine is capable of on tracking under live OHL.

Off tracking and storing of the machine will be on or near to the London Trams system left of our own land or verges near to us but agreed with local authority's. Some location across the network have limited access either due to parking or height restrictors which is why using a low loader to transport the plant is not preferable. Storage at the depot will be with agreement with the Depot Manager in advance.

Any support staff used by the supplier in operating the plant will need to hold a valid Tramway safety awareness ticket (TSA). If the machine is away for maintenance we will expect an alternative machine to be provided that fulfils the above criteria as the same cost as are usual machine. A machine controller and operator will need to be provided but we will also look into our own staff being trained to undertake this duty.

Depot

Ad-hoc requirements.

OHL/Power

OHLE team requires an access platform for carrying out inspections and maintenance of the OHLE at least 5 nights a week all year round.

- The machine needs to have a road-rail ability.
- Have a maximum working height of 12 meters
- Have the ability to have two persons working in the basket.
- Road legal and can be operated on the public highway (under escort would also be consider as an option)
- Would not require the use of a low loader for delivery or collection.
- The ability to provide lifting plans if required (Optional)
- The ability to provide a machine operator if required
- On-call arrangement 365 days a year
- Possible second machine should the one we are using be sent away for maintenance or we have the need for a second team.
- On-call plant fitter to attend to plant failures within 4 hours

Constraints

As above London Trams network has a mixture of segregated running and integrated running of street sections. The plant would need to be road legal to avoid the need for road closures on the public highway. For the purpose of OHLE maintenance we class the plant as a slow moving vehicle and so would need to have a flashing amber light that is attached or can be attended when working on the highway. In addition we would need to have a sign that can be attached to the stating keep left which is a prescribed highway sign in the TSRG manual.

Our lowest wire height on the system is 3750mm if any part of the machine has the potential to come within a 1m of the OHLE then the line will need to be isolated. Suppliers should demonstrate if the machine is capable of on tracking under live OHL.

Off tracking and storing of the machine will be on or near to the London Trams system left of our own land or verges near to us but agreed with local authority's. Some location across the network have limited access either due to parking or height restrictors which is why using a low loader to transport the plant is not preferable. Storage at the depot will be with agreement with the Depot Manager in advance.

Any support staff used by the supplier in operating the plant will need to hold a valid Tramway safety awareness ticket (TSA). If the machine is away for maintenance we will expect an alternative machine to be provided that fulfils the above criteria as the same cost as are usual machine. A machine controller and operator will need to be provided but we will also look into our own staff being trained to undertake this duty.

Provided by employer

The client will provide safe access into and out of the possession via a tram possession supervisor (TPS). As mentioned above we will also provide a location to store the machine until the next night shift,

Permanent Way

LT P-Way requires use of a PW150 which is approved to travel and work on all areas of the LT network. PW150 to be provided with panel grab, sleeper grab, cross beam, spreader beam, chieftain trailer and extension as required. This will be required on an irregular basis to support maintenance work (e.g. for ballast dropping as part of summer prep works).

LT P-Way may occasionally require use of a Mecerlec 12 or similar.

Projects

Ad-hoc requirements.

Systems

LT Systems may occasionally require the use on an on track Mecerlec 11 or 12 to enable access to lighting columns, either in the depot or on the Beckenham branch. Also may be required for access to SPAS Lights where they are situated on fly-overs or bridges.

REQUIREMENTS

OTP must comply with LT standards LT-IMS-ENG-2050 and LT-IMS-ENG-2051.

OTP to be supplied with an operator where required. All operators and personnel working on the LT network must hold a valid TSA licence.

On call plant fitter to attend to plant failures within 4 hours to be provided.

Lifting plans to be provided where requested.

Supplier Engagement Process

1. Introduction

The purpose of setting up the On-track Plant Vehicles contract is to enable London Trams Nominated Technical Representatives to engage with the chosen suppliers for urgent/emergency works quickly and easily whilst also having the ability to do request priced proposals for planned discrete pieces of work with defined deliverables in a controlled manner.

2. Engagement Process

There are 2 types of scenarios envisaged;

a) Urgent / Emergency

London Trams (LT) will select a supplier based on their suitability to the requirement and once their availability has been established. This is on an emerging cost basis.

b) Planned Interventions

A Request for Quotation may be sent with defined requirements to the supplier.

Below are the outline steps for each scenario;

a) Urgent/Emergency Works (response on an emerging costs basis)

- i. LT will engage with supplier by placing a phone call or sending an email to ascertain the supplier's availability.
- ii. LT to agree immediate response timescales with the supplier
- iii. As the work stream develops, supplier is to provide a detailed summary of the works undertaken along with associated costs to the nominated technical representative.
- iv. Supplier to invoice for works quoting the PO number and the name of the LT responsible manager on the invoice.

b) Planned Intervention Works (priced by supplier in advance)

- i. The scope (including deliverables) and any other supporting documentation will then be sent to suppliers for them to price against in line with the Schedule of Rates. The responsibility for the scope definition is with LT and any ambiguity in it is LT's risk.
- ii. LT will review proposals once received and select a supplier based on price and availability.
- iii. Once a proposal is received from the supplier and accepted it is then the contract data sheets will be completed by both parties.
- iv. Contract call-off documents are finalised and commencement date agreed.
- v. Supplier to invoice for works quoting the PO number and the name of the LT responsible manager on the invoice.

SECTION 4

SCHEDULE 4 – CHARGES

