

466/3/1 FWA

DATED 21 February 2017

TRANSPORT FOR LONDON (1)

and

Cleshar Contract Services Limited

**FRAMEWORK AGREEMENT
FOR THE SUPPLY OF AD HOC
STRUCTURAL MAINTENANCE WORKS
LOT 3**

CONTRACT REFERENCE NUMBER TfL – 00466 (CCS)

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SECTION 1

FORM OF AGREEMENT

THIS AGREEMENT is made on 21 February 2017

BETWEEN

- (1) **TRANSPORT FOR LONDON**, a statutory corporation established under the Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**" which expression shall include its successors and assigns); and
- (2) Cleshar Contract Services Limited, a company registered in England and Wales under number 02742648 and having its registered office at Heather Park House, North Circular Road, Stonebridge, London, NW10 7NN (the "**Contractor**").

RECITALS:

- (1) The Contractor is an expert in the provision of the Works.
- (2) In reliance on that expertise, the Company wishes to appoint the Contractor to provide the Works to it and other members of the TfL Group.
- (3) When the Company or any other member of the TfL Group requests Works from the Contractor, and the Contractor is able to provide such Works, the relevant parties will enter into a separate Contract in accordance with this Agreement.
- (4) Each Contract will incorporate the terms and conditions set out in this Agreement.
- (5) This Contract may be utilised by the Company and any other member of the TfL Group.

WHEREBY IT IS AGREED as follows:

1. General

1.1. This Agreement does not place the Company or any member of the TfL Group under any obligation to procure the Works from the Contractor at a particular time or at all.

1.2. The following documents shall comprise this Agreement:

- (a) this Form of Agreement (Section 1);
- (b) the Framework Particulars (Section 2); and
- (c) Conditions of Contract (including the Schedules) (Section 3);

together with all other documents included or incorporated by reference in these documents.

2. Commencement and duration

- 2.1. This Agreement shall commence on the Framework Commencement Date and continues in force for the Term unless terminated earlier in accordance with this Agreement.
- 2.2. Expiry or termination of this Agreement shall not, in and of itself, give rise to the expiry or termination of any Contract and each Contract shall continue for the term set out in the relevant Contract unless terminated earlier in accordance with this Agreement. The provisions of this Agreement shall survive expiry or termination to the extent that such provisions are relevant to any Contract the term of which expires beyond expiry of the Term and additionally in accordance with Clause 27.
- 2.3. The Company shall at its own discretion be entitled at any time prior to the expiry of the Term to inform the Contractor of its decision to extend the Term, provided that the aggregate duration of any extension(s) to the Term shall not exceed the period specified in the Framework Particulars. The provisions of this Agreement shall continue to apply mutatis mutandis to any such extension(s) of the Term. On receipt of such notice from the Company by the Contractor, this Agreement shall be deemed extended accordingly.

3. Contract Formation Procedure

- 3.1. At any time during the term of this Agreement, the Company may identify the Works which at its sole discretion it wishes to let under the terms of this Agreement. Any decision by the Company to place an Order under the terms of this Agreement shall be preceded by a Mini-Competition save where the Company, having considered the Applicable Laws and Standards (including the Utilities Contracts Regulations 2016), considers it appropriate to issue an Order to one or more framework suppliers without holding a Mini-Competition.
- 3.2. If pursuant to Clause 3.1, the Company wishes to be provided with a Proposal it shall issue to the relevant contractor(s) an ITT. The ITT shall specify the Works the Company requires including but not limited to the Site and details requested by the draft Order enclosed with the ITT.
- 3.3. On receipt of the ITT, the Contractor shall within two (2) Working Days of the date of issue of the relevant ITT, confirm receipt of such ITT.
- 3.4. If at any stage following receipt of an ITT and in any event not less than five (5) Working Days before the deadline for responding set out in the ITT, the Contractor decides that it does not wish to submit a Proposal in response to such ITT, the Contractor shall notify the Company's Representative in writing that it does not intend to submit a Proposal stating its reasons for not doing so.

3.5. If the Contractor receives an ITT, and the Contractor has not notified the Company's Representative that it is declining the ITT in accordance with Clause 3.4 above, the Contractor shall:

3.5.1. before submitting its Proposal, visit the location(s) of the Works to ascertain the exact scope and details of the work contained within the ITT, raise all queries and clarifications in respect of the ITT with the Company's Representative and, at the Company's Representative's request, attend any meetings in respect of the ITT. If the Contractor fails to attend any such meetings, the Company reserves the right to exclude the Contractor from continuing to participate in the applicable ITT process;

3.5.2. by the date specified in the ITT (or, if no date is specified, within seven (7) Working Days of the date of issue of such relevant ITT) or by such other date agreed in writing between the Company and the Contractor, complete and issue to the Company a Proposal which shall be in the form set out in Part C of Schedule 2 and shall include in full the information requested by the Company in the relevant ITT and full details of the basis on which the prices have been calculated in accordance with Schedule 4 including confirmation that the price proposed takes account of the location and conditions in which the Works are to be provided.

3.6. The Contractor acknowledges and agrees that a Proposal remains valid for at least six (6) months (or such longer period as may be specified in the relevant ITT) from the date such Proposal is submitted to the Company.

3.7. On receipt of the Contractor's Proposal pursuant to Clause 3.5 the Company's Representative shall:

3.7.1 clarify and confirm any points arising from its review of the Contractor's Proposal with the Contractor and the Contractor shall respond to any such requests for clarification within the period specified by the Company's Representative or, if no such period is specified, within two (2) Working Days of the applicable request for clarification;

3.7.2 be entitled to request any amendments to the Contractor's Proposal, in which event the Contractor shall submit a new Proposal to the Company's Representative in the form set out in Part C to Schedule 2 incorporating the agreed amendments;

3.7.3 be entitled to exclude the Contractor from the applicable ITT process if the Contractor fails to respond to the Company's Representative's requests pursuant to Clauses 3.7.1 or 3.7.2 within the requisite timescales.

3.8. If the Company's Representative considers that at least one (1) of the Proposals received satisfies the terms of the ITT, it shall evaluate such Proposals to determine which of them is

the most economically advantageous with reference to the applicable criteria set out in Part E of Schedule 2 as indicated by the ITT.

- 3.9. If the Company accepts a Proposal issued pursuant to Clause 3.5, it shall notify the Contractor of its intention to place an Order for the Works to be performed and each Order so given shall be final unless varied in accordance with terms of this Agreement or the relevant Contract. If the Proposal is accepted, the Company's Representative shall instruct the Contractor to commence the Works by issuing an Acceptance in the form set out at Part D to Schedule 2.
- 3.10. Each Order shall incorporate the terms of this Agreement and shall form a separate and distinct contract between the Parties to it (herein referred to as a "**Contract**").
- 3.11. An ITT and anything prepared or discussed by the Company constitutes an invitation to treat and does not constitute an offer capable of acceptance by the Contractor. The Company is not obliged to consider or accept any Proposal submitted by the Contractor.
- 3.12. This Agreement does not oblige the Company to place an Order or enter into any Contract with the Contractor.
- 3.13. The Contractor is responsible for all and any costs, charges and expenses arising from or associated with the procurement process in this Clause 3 (the "**Procurement Process**"), and the Company shall not be liable for any costs, charges or expenses borne by or on behalf of the Contractor whether or not the Contractor is awarded a Contract (which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled Procurement Process).

4. Strategic Labour Needs and Training

- 4.1. The Contractor shall comply with the strategic labour needs and training requirements set out in Schedule 14 to the Conditions of Contract.

5. Priority of Documents

- 5.1. The documents forming this Agreement and each Contract are to be taken as mutually explanatory of one another. Subject to Clause 5.2, in the event of any ambiguity, discrepancy or inconsistency between the provisions of all or any of the documents, their priority shall be as follows:
- (a) this Form of Agreement;
 - (b) the Framework Particulars;
 - (c) the Conditions of Contract and, where relevant, Schedule 10 (Design); and
 - (d) the remaining Schedules excluding Schedule 10 (Design).



SECTION 2

THE FRAMEWORK PARTICULARS

(a) The Framework Commencement Date is:	01 April 2017
(b) The Initial Term is:	5 Years (Start date: 01/04/2017, initial end date: 31/03/2022)
(c) The total duration of the Term (including the Initial Term and any extensions) shall be no greater than:	8 Years (5 years + option to extend for 3 years): (Contract extension start date: 01/04/2022, contract extension end date: 31/03/2025 (In the event of the contract being extended by an additional 3 years) - Options 1 (Bridges and Structures) and 2 (Drainage))
(d) The Company's Representatives are	<p>Brian Sequeira</p> <p>Commercial Manager, London Underground (Representing Bakerloo, Central and Victoria Line Groups)</p> <p>Steven Taylor</p> <p>Commercial Manager, London Underground (Representing Jubilee, Northern and Piccadilly Line Groups)</p>
(e) The Contractor's Representative is:	<p>Trevor Maginley</p> <p>Business Development & IT Director</p> <p>Cleshar Contract Services Limited</p> <p>Heather Park House, North Circular Road, Stonebridge, London, NW10 7NN</p> <p>Email: Trevor.Maginley@Cleshar.co.uk</p>
(f) The notice details for the Company / Company's Representative under Clause 38	London Underground Limited, 15 Westferry Circus, London, E14 4HD

are:	
(g) The notice details for the Contractor / Contractor's Representative under Clause 38 are:	Cleshar Contract Services Limited Heather Park House, North Circular Road, Stonebridge, London, NW10 7NN
(h) Email to be used for notices and communications pursuant to Clause 38:	Brian. Sequeira@tube.tfl.gov.uk and Steven.Taylor@tube.tfl.gov.uk
(i) E-tendering system to be used for notices and communications pursuant to Clause 38.3:	https://eprocurement.tfl.gov.uk/epps/home.do
(j) If the E-tendering system is to be used, it shall be used for the purposes of the following types of notices and communications:	Issuing mini tender documents.
(k) The E-tendering system to be used for the purposes of Clause 38.3 is:	https://eprocurement.tfl.gov.uk/epps/home.do
(l) Parent Company Guarantee to be provided by the Contractor:	Yes
(m) Performance Bond to be provided by the Contractor:	Yes
(n) The Defects Liability Period is:	Twelve (12) months following the issuance of the Contract Completion Certificate.
(o) The Contract Programme shall, for the purposes of Clause 3, be in the following form:	
(p) The Key Personnel pursuant to Clause 4 are:	Trevor Maginley Cleshar Contract Services Limited Heather Park House, North Circular Road, Stonebridge, London, NW10 7NN
(q) The Contractor's total aggregate liability for the purpose of Clause 29.6 is:	Shall be agreed on a Contract by Contract basis and recorded within the Additional Comments/Special Instructions section within each Form of Order

(r) Liquidated Damages for failure to meet the Contract Completion Date: The amount of liquidated damages payable [per day/week] under Clause 11.1.1 is:	The liquidated damages amount can be specified at call-off stage.
(s) Liquidated Damages for disruption to the Underground Network: The amount of liquidated damages payable [per day/week] under Clause 11.1.2 is:	The liquidated damages amount can be specified at call-off stage.
(t) <i>The maximum amount of liquidated damages payable under Clause 11 in the aggregate (expressed as a percentage of the Contract Price) is:</i>	The liquidated damages amount can be specified at call-off stage.
(u) The Interest Rate pursuant to Clause 45 is:	[].
(v) The Parent Company Guarantor is:	CCS Group PLC
(w) <i>The amount of the Performance Bond under Clause 21.1 is:</i>	Shall be agreed on a Contract by Contract basis and recorded within the Additional Comments/Special Instructions section within each Form of Order

SECTION 3

CONDITIONS OF CONTRACT

1. Definitions and Interpretation

1.1. Definitions

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

"Acceptance" means a written acceptance by the Company of the Proposal submitted by the Contractor in the form set out in Part D to Schedule 2 issued by the Company to the Contractor.

"Agreement" means this agreement as described in Clause 1.2 of the Form of Agreement (including any Schedules, annexes or attachments) as may be amended from time to time in accordance with its terms.

"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 this Agreement and each Contract, any agreement or document referred to in this Agreement and each Contract, or the Works.

"Asset" means:

- (a) any real property and any equipment owned, controlled or otherwise held by the Company in respect of which the Company has an interest of whatsoever nature or any part thereof; and
- (b) the Equipment or any part thereof.

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 including any approved code of practice, as may be amended, supplemented or replaced from time to time and any guidance requirements issued by the Health and Safety Executive.

"Beyond Economic Repair" means (i) a situation where the projected cost of a repair of a repairable or replaceable component in an Asset exceeds sixty per cent (60%) of the replacement cost of that Asset or (ii) a situation where the repair or replacement of an Asset

offers limited additional operational life such that having regard to the cost involved in such repair or replacement does not represent good value for money.

“Cessation Plan” means a plan agreed between the Parties or determined by the Company in accordance with Clause 53.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

“Company” means the entity named as such in the Form of Agreement and its legal successors in title and assigns.

“Company’s Representative” means the person appointed by the Company and named as such in the Framework Particulars or, for the purpose of an individual Contract, as otherwise identified in the applicable Contract.

“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 this Agreement or any Contract.

“Completion” means in respect of any Works that the Works comply fully with the Contract Completion Criteria as evidenced by and occurring upon the issue by the Company’s Representative of a Contract Completion Certificate for such Works.

“Conditions of Contract” means the Conditions of Contract incorporated in Section 3 of this Agreement, including the Schedules and other documents or parts of other documents expressly referred to in them.

“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.

“Contract” means an agreement for the provision of Works by the Contractor to the Company or any member of the TfL Group agreed in accordance with Clause 3 of the Form of Agreement.

“Contract Commencement Date” means the date stated in the Order.

“Contract Completion Certificate” means the certificate to be given by the Company to the Contractor in accordance with Clause 10.1 in the form set out in Schedule 3.

“Contract Completion Criteria” means:

- (a) the Works meet in all material respects the requirements of the Specification;
- (b) all notified defects which would have prevented the Company from using the Works and others from doing their Works have been corrected;
- (c) the Contractor has provided to the Company’s Representative the health and safety file containing all information in respect of the Works, materials and workmanship, as-built information and quality and assurance documentation and the Company’s Representative has approved the same;
- (d) the Works comply with all Applicable Laws and Standards;
- (e) the Works satisfy such other criteria for completion stated in the Contract;
- (f) the Contractor has provided to the Company’s Representative the health and safety file containing all information in respect of the Works, materials and workmanship, as-built information and quality and assurance documentation and the Company’s Representative has approved the same.

“Contract Completion Date” means the date by which the Works are to be performed as specified as such in each Order or such other date as may be agreed between the Parties in accordance with the terms of each Contract.

“Contract Information” means (i) each Contract and this Agreement in its entirety (including from time to time agreed changes to this Agreement or any Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 19.1 which shall consist of the Contractor’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

“Contract Price” means the amount stated under the heading “Contract Price” in the relevant Order.

"Contract Programme" means the programme set out in each Contract or, where no programme is so included or the included programme has subsequently been revised (and such revisions have been accepted by the Company's Representative), the latest programme accepted by the Company's Representative pursuant to Clause 3. The latest programme accepted by the Company's Representative supersedes previous Contract Programmes.

"Contract Register" has the meaning given to that term in Clause 9.1.

"Contract Specification" means the specification appended to the relevant Contract.

"Contractor Personnel" means all employees, agents or consultants of the Contractor and the Contractor's subcontractors from time to time.

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

"Contractual Documentation" means all documentation and information agreed to be delivered by the Contractor in accordance with each Contract 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 Contractor in accordance with each Contract.

"Contract Variation Procedure" means the contract variation procedure set out in Schedule 5.

"Contractor" means the entity named as such in the Form of Agreement.

"Contractor's Representative" means the person appointed by the Contractor and named as such in the Framework Particulars.

"Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to the 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) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

"Defects Liability Period" means in respect of the Works the period identified as such in the Framework Particulars during which period the Contractor is responsible for making good defects and damage in accordance with Clause 14.

"Designed Portion" means the portion of the Works to be designed by the Contractor as stated in the relevant Order.

"Dispute" has the meaning given to the term in Clause 34.

"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 Contractor in the performance of the Contract and whether in paper form or stored electronically.

“Environmental Claim” means receipt by the Company in connection with any pollution or contamination of the environment of:

- (a) any written claim, demand, suit or notice from a third party, including a Regulatory Authority (**“Regulatory Authority”** means any government entity or other public or quasi public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (b) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

“Environmental Law” means all and any laws, including common law, legislation, codes of practice, notices, judgments, decrees, regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

“Equipment” means the equipment, rolling stock, plant, premises or other assets (or any part of the same) that are the subject matter of the Works.

“Escalation Procedure” means the procedure of that name in Schedule 12.

“Ethical Sourcing Policy” has the meaning given to the term in Clause 50.3.

“Excepted Liabilities” means the liability of the Contractor for:

- (a) any Liquidated Damages payable;
- (b) any abatements for performance levied in accordance with this Agreement or any Contract;
- (c) losses, expenses, liabilities, claims, demands, actions, costs or charges against which the Contractor 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;
- (e) losses caused by death or personal injury to any person; and
- (f) Losses caused by the Contractor committing a Prohibited Act or Safety Breach.

“Existing Contracts” means any and all contracts, whether current, expired or terminated, pursuant to which works have been provided by the Contractor (in the capacity of contractor or subcontractor) to the Company and/or any other member of the TfL Group.

“Fault” means a circumstance, condition, defect, event or flaw that adversely affects any Asset in the performance of its functions.

“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 this 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 this 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;
- (b) civil unrest;
- (c) 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 and/or Sites;
- (d) lightning, earthquake or, subject to (f) below, extraordinary storm;
- (e) fire;
- (f) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);
- (g) tunnel collapse;
- (h) compliance with the provision of sections 118 to 12 of the Railways Act 1993;
- (i) 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;

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

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

“Form of Agreement” means the Form of Agreement contained in Section 1.

“Framework Particulars” means the Framework Particulars contained in Section 2.

“Framework Commencement Date” means the date specified as such in the Framework Particulars.

“Free Issue Materials” means materials, apparatus and components supplied by the Company to the Contractor without charge and intended for use by the Contractor exclusively in the provision of Works under each Contract.

“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.

“HGCRA” means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 or as further amended or supplemented.

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

“Initial Term” means the period of time specified as such in the Framework Particulars.

“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 the Framework Particulars.

"Invitation to Tender" or **"ITT"** means an invitation to tender for works under a contract in the form set out in Part A to Schedule 2 issued to the Contractor by the Company in accordance with Clause 3.2 of the Form of Agreement.

"Key Performance Indicator" or **"KPI"** means any or all, as the case may be, of the indicators set out in paragraph 2 of Schedule 12.

"Key Personnel" means Contractor personnel identified in the Framework Particulars and the relevant Order and any changes to the same that are made in accordance with Clause 4.

"Liquidated Damages" means the liquidated damages identified as such in the Framework Particulars and payable subject to and in accordance with Clause 11.

"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 Living Wage Foundation, 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 whatsoever or howsoever arising incurred by the Company, its subcontractors, employees or agents or any other member of the TfL Group.

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

"Milestone" means all of the activities corresponding to the milestone stated in the Contract and the Milestone Payment Plan.

"Milestone Payment" means the sum corresponding to the applicable Milestone stated on the Milestone Payment Plan.

"Milestone Payment Plan" means the plan attached to each Contract setting out the Milestones and corresponding Milestone Payment.

"Mini-Competition" means a competitive process which the Company may from time to time utilise to select a Contractor to provide the Works.

"Notified Sum" has the meaning given to that term in Clause 19.6.

"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, unless the Parties agree otherwise, shall be substantially in the form set out in Part B to Schedule 2, entered into by the Company and the Contractor.

"Parties" means the Company and the Contractor and **"Party"** shall mean either of them as the case may be.

"Payment Application" has the meaning given to that term in Clause 19.1.

"Permitted Delay Event" has the meaning given to that term in Clause 28.2.

"Planned Works" means routine or planned works set out in the Specification such as planned performance, support services, planned maintenance and preventative maintenance.

"Plant and Materials" means any plant, materials, apparatus, components or other items which are intended to be included in the Works.

"Prescribed Period" has the meaning given to that term in Clause 19.8.

"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 this 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 this Agreement or any Contract or any other contract with the Company; or
- (b) entering into this 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 Contractor 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;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts,in relation to this Agreement or any Contract or any other contract with the Company; or
- (d) defrauding or attempting to defraud the Company.

“Proposal” means the Contractor’s offer to provide the Works in response to an ITT in the form set out in Part C to Schedule 2.

“Public Procurement Termination Event” means:

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

“Reactive Works” means Works set out in the Specification that are not planned Works and which entail responding to Faults and other unplanned events.

“Rectification Time” has the meaning given to it in Schedule 12.

“Remediation” means any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the Environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions).

“Response Time” has the meaning given to it in Schedule 12.

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

“Safety Breach” means a material breach of any obligation under this Agreement or any Contract caused by the gross incompetence of or wilful default by the Contractor (or anyone employed by or acting on behalf of the Contractor) or any of its agents which has materially affected the safe operation of the Underground Network and/or Sites or the safety of the Company’s customers, staff or any other person.

“Service Delivery Indicator” or **“SDI”** means any or all as the case may be of the indicators of performance of the Works against a target set out in paragraph 3 of Schedule 12.

“Site” means the place or places as specified in the Specification provided or made available by the Company where any part of the Works is to be carried out by the Contractor or to which the Works are to be delivered, together with so much of the area surrounding the same as the

Contractor shall, with the consent of the Company, use as a laydown area in connection with the Works other than merely for the purposes of access.

“Specification” means the description of the Works set out or referenced in Schedule 1 and the relevant Contract Specification including any subsequent amendments made in accordance with this Agreement.

“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 Contractor to provide the Works in accordance with good industry practice. A full set of current Standards is available for the Contractor’s use on-line at the LU Standards e-library or as notified to the Contractor.

“Subcontract” means a contract between the Contractor and a Subcontractor.

“Subcontractor” means a subcontractor to the Contractor, being the counterparty of a contract with the Contractor involved in the performance of works or services necessary for or related to the carrying out of the Works (or any part of them).

“Term” means the duration of this Agreement which, unless terminated earlier in accordance with this Agreement, shall be the Initial Term as may extended pursuant to Clause 2.3 of the Form of 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.

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Transfer of Employment (Pension Protection) Regulations 2005 or 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.

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

“Undelivered Completed Work” has the meaning given to it in paragraph 3.1.5 of Schedule 12.

“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”.

“Variation” means any addition, omission or other change to the Specification.

“Variation Order” means the written authorisation from the Company to a Variation Proposal in accordance with the Contract Variation Procedure.

“Variation Proposal” means the written proposal put forward by the Company or the Contractor for a Variation in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 to Schedule 5.

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

“Works” means any or all of the works and activities, including the Planned Works and the Reactive Works, to be undertaken and completed by the Contractor for the Company in accordance with the each Contract including any Variations to such Works and any Works, functions or responsibilities which may be reasonably regarded as incidental to the foregoing Works or activities and which may be reasonably inferred from the Contract.

1.2. Interpretation

- (a) Headings in this Agreement are for reference only and are not to be used for the interpretation of this Agreement.
- (b) A reference to a Clause, Schedule or Section shall be to a Clause of, or a Section or Schedule to, this Agreement or each Contract (as the case may be) and references to this Agreement or any Contract include its recitals and Schedules.
- (c) Where appropriate, the singular includes the plural and vice versa and words importing a particular gender shall include all genders.
- (d) References to (or to any specified provision of) this Agreement, any Contract or any other document shall be construed as references to this Agreement, that 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 this Agreement and any Contract.
- (e) 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.
- (f) References to the “Company” shall include its successors, transferees and assignees.

- (g) References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- (h) Where another member of the TfL Group enters into a Contract with the Contractor, references in a Contract to "the Company" shall, unless the context otherwise requires, be to that member of the TfL Group.

2. Contractor's Primary Obligations

2.1. The Contractor shall provide the Works to the Company in accordance with:

- (a) the terms set out in this Agreement; and
- (b) the terms of any Contract which from time to time may be entered into by the Company and the Contractor.

2.2. The Contractor shall ensure and warrants to the Company that the Works will:

- (a) be performed in accordance with good industry practice and in a good and workmanlike manner and be free from defects;
- (b) be performed with all due skill, care and diligence to be expected of appropriately qualified and experienced professionals with experience in carrying out work of a similar scope, type, nature and complexity to that required under this Agreement and each Contract;
- (c) be performed in accordance with the Contract Programme and in a regular and diligent manner;
- (d) be supervised by sufficient numbers of persons having adequate knowledge of such matters for the satisfactory and safe performance of the Works in accordance with this Agreement and any Contract having regard to the operation of the Underground Network and/or Site;
- (e) be provided using materials and goods that are of sound and satisfactory design and good quality and that the Contractor will only specify substances and materials for incorporation in the Works and only incorporate substances and materials which are in accordance with the Standards, general good building and engineering practice and the requirements of the Specification;
- (f) be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons and be capable of being used in a safe, economic and

efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;

- (g) conform to all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the Underground Network and/or the Sites);
- (h) be provided in accordance with the best modern principles and practices in the activity concerned and in accordance with the Specification and will comply with all Standards and any additional standards listed in the Specification, or in the Contract; and
- (i) comply with the requirements of the Company set out in this Agreement and each Contract and all lawful and reasonable directions of the Company,

and, for the purposes of construing the warranties of this Clause 2.2, the Works shall for the avoidance of doubt include any part of the Works. Each warranty of this Clause 2.2 shall be construed as a separate warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other warranty or any other term of this Agreement or any Contract.

2.3. Without prejudice to Clause 2.2 the Parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under this Agreement and any Contract.

2.4. The Contractor shall use all prudent and commercial steps necessary to mitigate and minimise:

- (a) any actual or potential increase in the Contract Price pursuant to Clause 18 to the maximum extent reasonably practical; and
- (b) any actual or potential Losses (including but not limited to costs on or relating to termination of this Agreement or any Contract).

2.5. The Contractor warrants to the Company that it has entered into and executed this Agreement by its duly authorised representatives in accordance with all procedures required by its governing laws and contractual documents and that it has full capacity and authority and all necessary licences, permits, permissions, powers, approvals, certificates, authorisations and consents to enter into and perform this Agreement and any Contract.

2.6. The Contractor 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 and each Contract.

2.7. The Contractor warrants to the Company that it is aware of the purposes for which the Works are required and acknowledges that the Company is reliant upon the Contractor's expertise and knowledge in the provision of the Works.

- 2.8. The Contractor shall perform its obligations under each Contract in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the provision of the Works, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company.
- 2.9. The Contractor warrants to the Company that as at the date of this Agreement and each Contract that 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 Regulation 80(2) of the Utilities Contracts Regulations 2016.
- 2.10. Unless otherwise stated in any Order, the Contractor shall:
- (a) provide all plant, equipment, support works and other facilities necessary for the performance of its obligations under this Agreement and each Contract;
 - (b) ensure that all plant used shall conform with the requirements set out in Category 1 and Category 2 Standards and draft Standards and with the relevant International, British and European Standards;
 - (c) ensure that all operators of plant are appropriately licensed and competent to use the plant and equipment in the working environment and make available evidence of such licenses to the Company within three (3) Working Days (or such other period as the Company may acting reasonably specify) of the Company's request for the same;
 - (d) ensure that all plant is appropriately maintained and presented for use in a safe and working condition and make available evidence of corresponding maintenance records to the Company within three (3) Working Days (or such other period as the Company may acting reasonably specify) of the Company's request;
 - (e) ensure that all its plant, tools, equipment and materials shall be removed from the Company's premises or Site at the end of each shift unless prior authority for storage has been obtained in writing from the Company's Representative.
- 2.11. For the avoidance of doubt, neither a communication from the Company nor the review or acceptance of the Works waives, limits or amends in any way any warranties, liabilities or responsibilities of the Contractor under this Agreement and each Contract.
- 2.12. The Contractor 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 Contractor 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.

2.13. If the Contractor becomes aware of any divergence between Applicable Laws and the Contractual Documentation or between the Applicable Laws and any instruction of the Company's Representative, it shall immediately provide to the Company's Representative a written notice specifying the divergence.

2.14. The Contractor shall train at the sole cost of the Contractor 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.

2.15. Design

2.15.1. The Contractor shall carry out his design in accordance with the Specification, Schedule 10 (Design) and the terms of this Agreement and any Contract.

2.15.2. The Contractor shall submit the particulars of his design which the Specification requires to the Company's Representative for acceptance. The Contractor shall not proceed with the performance of the Works until the Company's Representative has accepted his design. Reasons for not accepting the Contractor's design shall include (without limitation):

- (a) it does not comply with the Specification or any other part of this Agreement or any Contract;
- (b) it does not comply with Applicable Laws and Standards;
- (c) it is not integrated and coordinated with the designs of others where the Contractor is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Contractor to perform the Works;
- (d) it is not in a format which is accepted for use by the Company's Representative.

2.15.3. The Contractor shall not be entitled to any changes to the Contract Price or Contract Completion Date by reason of anything in this Clause 2.15.

2.15.4. The Contractor may submit his design for acceptance in parts if the design of each part can be assessed fully.

2.15.5. The Contractor in designing and specifying the Works which he is required to design and specify, warrants, undertakes and represents to the Company that the design:

- (a) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in this Agreement and each Contract;

- (b) complies with all Applicable Laws and Standards;
- (c) is fit for the purpose defined in the Specification.

2.15.6. The Contractor accepts entire responsibility for the design and specification of the Works 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 Works and the documents which are part of this Agreement and any Contract.

3. Contract Programme

3.1. Contract Programme

3.1.1. If a programme is not included in the Contract, the Contractor shall within the period stated in the Order submit a programme to the Company's Representative for his acceptance showing:

- (a) the Contract Commencement Date and key dates;
- (b) the sequence and timing of activities by which the Contractor proposes to carry out the Contract;
- (c) alignment with the Milestone Payment Plan;
- (d) provisions for float, time risk allowances and environmental and health and safety requirements;
- (e) the respective dates for submission by the Contractor of any documentation;
- (f) the dates by which, in order to carry out the Contract, the Contractor will need (to the extent provided for under the Contract):
 - (i) access to a part of the Site if later than its access date;
 - (ii) acceptances;
 - (iii) plant and materials and other things to be provided by the Company;
 - (iv) information from others;
- (g) the dates when the Company plans to conduct tests and inspections; and
- (h) any other information which the Specification requires the Contractor to show on the Contract Programme.

3.1.2. The Contractor undertakes to carry out the Works in a regular and diligent manner and in accordance with the Contract Programme.

3.1.3. The matters set out in the Contract Programme shall be wholly without prejudice to the Contractor's obligations to meet the Contract Completion Date.

3.2. Form of programme

The programme shall be in such form as may be specified in the Framework Particulars and the Contract or, if not so specified, as may reasonably be required by the Company's Representative.

3.3. Acceptance of programme

Within two (2) weeks of the Contractor submitting a programme for acceptance, the Company's Representative shall either accept the programme or notify the Contractor of his reasons for not accepting it in each case in the Company's Representative's absolute discretion. Reasons for not accepting the programme may include:

- (a) the Contractor's plans shown on it are not practicable;
- (b) it does not show the information which the Contract requires;
- (c) it does not represent the Contractor's plans realistically; or
- (d) it does not comply with the Contract or the Specification.

3.4. Acceptance by the Company's Representative of the programme shall not relieve the Contractor of any of its obligations under the Contract.

3.5. Alterations to Programme

The Contractor shall not without the Company's Representative's prior written consent make any alteration to the Contract Programme.

3.6. Revision of Programme

The Contractor shall submit a revised programme to the Company's Representative for acceptance:

- (a) every four (4) weeks from the Contract Commencement Date; and
- (b) if instructed to do so pursuant to Clause 3.7.

3.7. Rate of Progress

3.7.1. The Company's Representative may notify the Contractor if it assesses that the Works will not be capable of any of the Contract Completion Dates and that this is not due to a circumstance for which the Contractor is entitled to an extension of time under Clause 28.

3.7.2. Following receipt of such notice the Contractor shall take such steps as may be necessary and as the Company's Representative may approve to remedy or mitigate the likely delay, including submitting a revised programme to the Company's Representative for acceptance. The Contractor will not be entitled to additional payment or an extension of time for taking such steps.

4. Key Personnel

- 4.1. The Contractor shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the Works. The Contractor shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.
- 4.2. The Contractor agrees to inform the Company of any changes to the Key Personnel where any relevant member of 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 Contractor's employment.
- 4.3. The Contractor shall be responsible for the costs of replacing any member of 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 Works). The Contractor shall use all reasonable endeavours to ensure that any replacement for any member of 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. Where termination of the relevant member of 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 being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Contractor shall, at its own cost, ensure that the member of 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.
- 4.4. A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Contractor shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Contractor if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Contractor shall comply with any request by the Company that a particular person should not become a member of Key Personnel.
- 4.5. The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Contractor, such consent not to be unreasonably withheld or delayed.

5. Company's and Contractor's Representative

5.1. The Company and the Contractor shall appoint one or more representatives to act on its behalf under this Agreement and each Contract as the Company's Representative and the Contractor's Representative, respectively as recorded in the Framework Particulars (or, in the case of the Company's Representative, as may otherwise be identified in the applicable Contract). The Contractor shall not appoint a replacement or additional Contractor's 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 Contractor 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.

6. Contractor Personnel

6.1. The Contractor shall be responsible for providing the staff necessary or appropriate to perform its obligations.

6.2. The Contractor warrants that all its staff involved in the Works are entitled to work in the United Kingdom whether as of right or by holding the necessary permits.

6.3. If and when instructed by the Company, the Contractor shall submit to the Company a list of names of all persons who may or do require access to the Site, specifying the capacity in which they are connected with the Works, the reason why they require access to the Site and such other particulars as the Company may reasonably require. The Company may issue Site passes as appropriate, and the Contractor shall comply with any conditions notified by the Company in respect of those Site passes.

6.4. Without prejudice to Clause 26.1(b), if anyone employed by the Contractor, acting independently of the Contractor, commits a Safety Breach or Prohibited Act, then the Company may require the Contractor to exclude that individual from the Works with immediate effect and that individual may only be readmitted to the Works at the Company's absolute discretion.

7. Records and Audit

7.1. The Contractor 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 this Agreement and each Contract and all transactions related to this 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, variation and claims files (including documentation covering negotiated settlements);

- (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) estimating worksheets;
- (g) correspondence;
- (h) general ledger entries detailing cash and trade discounts and rebates;
- (i) commitments (agreements and leases) greater than £5,000;
- (j) details of the work performed;
- (k) details of the hours worked;
- (l) details of the costs incurred;
- (m) detailed inspection records; and
- (n) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against best and final offer pricing and project plans, in each case which have not already been provided to the Company.

7.2. The Contractor 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 each Contract. In the absence of specific instructions as to the method of storage, the Contractor shall retain his records in an orderly and logical fashion.

7.3. The Company and its authorised representatives and any party legally authorised to inspect any part of the Underground Network and/or Site shall have the right to inspect and audit any of the records referred to in this Clause 7 at any time during the period referred to in Clause 7.2.

7.4. The Contractor 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, whether the Contractor'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 Contractor's obligations under each Contract, wherever situated and whether the Contractor's own equipment or otherwise;
- (c) making any contracts and other documents and records required to be maintained under each Contract 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 Contractor's performance of each Contract.

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

7.6. The Contractor 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 Contractor shall provide the Company with a copy of any or all of the records listed in this Clause 7, free of charge within thirty (30) days of the Company's request for the same.

7.7. The Contractor shall and shall ensure that any subcontractor 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 this Agreement and any Contract.

8. Inspections and Tests

8.1. The Contractor shall give the Company's Representative or other authorised representatives of the Company access at all reasonable times to the Contractor's premises and permit such representatives to inspect and examine the materials and equipment to be used in the performance of the Works during the manufacture thereof and the materials and any equipment to be used in their manufacture. If part or the whole of the materials and equipment to be used in the performance of the Works are manufactured or assembled on other premises, the Contractor shall obtain for the Company's Representative or such other authorised representatives of the Company permission and access to inspect and examine on the same basis as if such materials and equipment were manufactured or assembled on the Contractor's premises.