

Contract Reference Number: tfl_scp_001889

Date: 4 April 2022

Contract for Services
between
Transport for London
and
GT GETTAXI (UK) LIMITED

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THIS CONTRACT is made the 4th day of April 2022

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, a statutory body established under the Greater London Authority Act 1999 whose office is at 5 Endeavour Square, London E20 1JN ("**the Authority**"); and
- (2) **GT GETTAXI (UK) LIMITED**, a company registered in England and Wales (Company Registration Number 07603404) whose registered office is at Floor 2, Elm Yard, 13 - 16 Elm Street, London, England, WC1X 0BJ ("**the Service Provider**").

RECITALS:

- A. The Service Provider is to provide a scheduled and unscheduled staff travel service to transport London Underground staff to and from work during reduced public transport service. This requirement also includes ad hoc staff travel services for other business areas within TfL.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

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

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

"Authority Assets" means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

"Authority Group" shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as

defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

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

“Authority Premises”

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

“Business Day”

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

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise,

	and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive)

Regulations 2003;

“Declaration of Ineffectiveness”

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

“Drivers”

(i) a licensed driver providing Transportation Services, or (ii) a licensed local provider of Transportation Services.

“Electronic Invoicing Platform”

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

“Electronic Procure-to-Pay (eP2P) Vendor Handbook”

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

<https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5>;

“Force Majeure Event”

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

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (i) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an

administration order;

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

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss, damages, claims, demands, proceedings and judgments;

“Milestone”

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

“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“PDF Invoices”	invoices in PDF (portable document format) format;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services;

“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3A;
“Supply Chain Finance Option”	has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
1.2	a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
1.3	a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any

subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

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

3. The Services

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

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

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

- 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit:

- 5.2.1 PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or
- 5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority's name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
- 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. **Warranties and Obligations**

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

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so

require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

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

8. Service Provider's Personnel

8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

8.2 Nothing in this Contract will render the Service Provider's Personnel an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel, in accordance with its statutory obligations. The Authority recognises that the Service Provider's statutory obligations in this respect may differ depending on whether the Service Provider's Personnel are its employees, officers, suppliers, sub-contractors or agents. In particular, where Drivers are not employed directly by the Service Provider, the Service Provider's obligations in this regard may differ from its obligations in relation to its employees.

8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.

8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep

indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to any claim made against the Authority by the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.

9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
 - 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.
- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:
 - 9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

- 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. Conflict of Interest

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

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

- 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
- 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
- 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties

- referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
 - 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
 - 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

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

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

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

“Alternative Scheme” has the meaning given to it in Clause 12.4.1;

“Approved Progressive Driver Training” an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;

“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;

“FORS”

the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their

	compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:

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

12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be

undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

- 12.6 Where applicable, for works contracts exceeding a value of £1m:
- 12.6.1 the Service Provider shall comply with the CLOCS Standard; and
 - 12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:
 - 12.6.2.1 the Services are being delivered; or
 - 12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

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

Direct Vision Standard (DVS)

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

Driver Training

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

Collision Reporting

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

Self-Certification of Compliance

- 12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (as applicable) of this Contract (the **“WRRR Self-Certification Report”**). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self- Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

12.11.3 for Category N3 HGVs – Clauses 12.5, and, where applicable 12.6, 12.7;

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

Failure to Comply

- 12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;

12.12.1 the Service Provider has committed a material breach of this Contract; and

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

13. **London Living Wage**

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

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Subcontractor”	a sub-contractor (of any tier) of the Service Provider.

13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

13.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.2.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

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

13.2.2 ensure that none of:

13.2.2.1 its employees; nor

13.2.2.2 the employees of its Sub-contractors,

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

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

13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

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

13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

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

13.3 For the avoidance of doubt the Service Provider shall:

13.3.1 implement the annual increase in the rate of the London Living Wage; and

13.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.4 Subject to clause 17.2, the Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **Corrupt Gifts and Payment of Commission**

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

15. **Equipment**

15.1 Risk in:

15.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.2 all other equipment and materials forming part of the Services which are under the direct control and ownership of the Service Provider ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

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

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

16. **Quality and Best Value**

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

17. **Records, Audit and Inspection**

- 17.1 The Service Provider shall, and shall procure that its sub-contractors shall:
- 17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and
- 17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").
- 17.2 Provided that such audits do not take place more than twice per year of the Term, the Authority and any person nominated by the Authority has the right to audit, at its own cost and expense, any and all Records at any time during the Retention Period on giving to the Service Provider 7 days advanced written notice (other than in the case of an emergency) to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance, at its own cost and expense, to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview. The Service Provider shall have a right to reasonably request that the Authority, its nominees or personnel sign non-disclosure agreements in such reasonable form provided by the Service Provider.

18. **Set-Off**

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

19. **Indemnity**

19.1 Subject to Clauses 19.2, 19.3, 19.4 and A1.15, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

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

19.3 The Service Provider does not exclude or limit its liability in any way for:

- (a) death or personal injury arising from or in connection with the Services or any act or omission of the Service Provider;
- (b) fraud (including fraudulent misrepresentation);
- (c) any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.

19.4 In no event shall either party be liable to the other party for indirect or consequential damages or losses. The parties acknowledge that the types of fines, court awards, settlements and legal costs described in clause A1.15 are regarded as direct (and not consequential or indirect) losses for the purposes of this Contract.

20. **Insurance**

- 20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:
- 20.1.1 public liability to cover injury and loss to third parties;
 - 20.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 20.1.3 product liability; and
 - 20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority's Data**

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. Intellectual Property Rights

- 22.1 The Service Provider shall grant the Authority a royalty-free and transferable licence free of charge (other than the Charges payable in respect of the Services) to access and use 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**”) for the Term of this Agreement, provided that such licence shall not include items not prepared or developed for the purposes of this Agreement.
- 22.2 The Service Provider shall, upon the Authority’s reasonable request, provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a royalty-free and transferable licence free of charge (other than the Charges payable in respect of the Services) to use such materials in connection with the use of the Products for the Term of this Agreement.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. Privacy, Data Protection and Cyber Security

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

24. Confidentiality and Announcements

- 24.1 Subject to Clause 25, the Parties will keep confidential:
- 24.1.1 the terms of this Contract; and
- 24.1.2 any and all Confidential Information that it may acquire in relation to the other Party.
- 24.2 Neither Party will use the other Party’s Confidential Information for any purpose other than to perform its obligations under this Contract. Each Party will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Parties set out in Clause 24.1 will not apply to any Confidential Information:

- 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
 - 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Parties shall keep secure all materials containing any information in relation to the Contract and its performance.
 - 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
 - 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.
25. **Freedom of Information and Transparency**
- 25.1 For the purposes of this Clause 25:
 - 25.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or 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;
 - 25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
 - 25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
 - 25.2 The Service Provider acknowledges that the Authority:
 - 25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - 25.2.2 may be obliged under the FOI Legislation to disclose Information

without consulting or obtaining consent from the Service Provider.

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

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

25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.

- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. **Breach and Termination of Contract**

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

27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a

breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

- 27.1.2 the Service Provider is subject to an Insolvency Event;
 - 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;
 - 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015;
 - 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
 - 27.1.8 the aggregate liability cap on the Service Provider's liability in clause 19.3 is reached; or
 - 27.1.9 the cap on the Service Provider's liability in clause A1.15 is reached.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force

Majeure Event (“**Innocent Party**”) may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

- 27.4 Without prejudice to the Authority’s right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority’s right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority’s notice (“**Change Date**”) whereupon the provision of the remainder of the Services will cease and the definition of “the Services” shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority’s opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
- 27.7 Without prejudice to the Authority’s right to terminate the Contract under clauses 27.1, 27.4, 27.5 or at common law, the Authority may terminate the Contract immediately (or on such period of notice as the Authority may decide in its sole discretion) upon giving notice to the Service Provider if the Service Provider’s operator’s licence is not renewed or is terminated for any reason.

28. **Consequences of Termination or Expiry**

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

- 28.3 Upon expiry or termination of the Contract (howsoever caused):
- 28.3.1 the Service Provider shall, at no further cost to the Authority:
- 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
- 28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.
- 28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.
- 29. Declaration of Ineffectiveness and Public Procurement Termination Event**
- 29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.
- 29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification

from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

- 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
- 29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.
30. **Survival**
- The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules

that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. Rights of Third Parties

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

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

32. Contract Variation

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.

33. Novation

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

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

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

34. Non-Waiver of Rights

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

35. Illegality and Severability

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

36. Notices

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

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.

37. Entire Agreement

37.1 Subject to Clause 37.2:

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

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

37.2 Nothing in this Clause 37 excludes any liability which one Party would

otherwise have in respect of any statement it has made fraudulently to the other Party.

38. **Counterparts**

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

39. **Relationship of the Parties**

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

40. **Further Assurance**

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

41. **Governing Law**

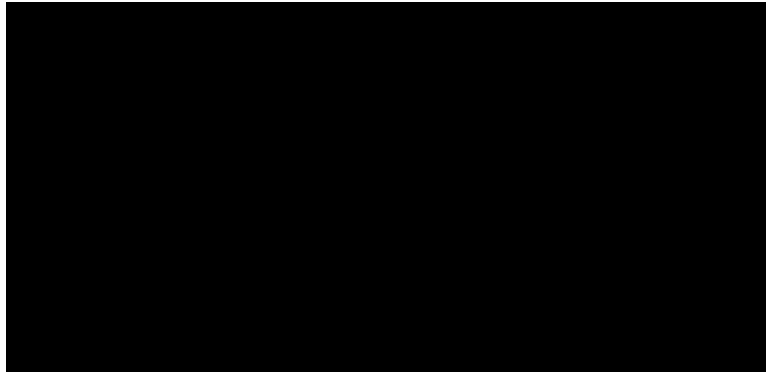
The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right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

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

Signed by
for and on behalf of
the Authority



Signed by
for and on behalf of
the **Service Provider**



SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** tfl-scp_001889
2. **Name of Service Provider:** GT GETTAXI (UK) LIMITED
3. **Commencement:**
 - (a) **Contract Commencement Date:** 4 April 2022
 - (b) **Service Commencement Date:** 4 April 2022
4. **Duration/Expiry Date:** Three (3) years from the Contract Commencement Date with the option at the Authority's Sole Discretion to extend for further periods up to a maximum of two (2) years.

5. **Payment (see Clauses 5.1 and 5.4):**

Clause 5.1

The payment period shall be 4-weekly

30 **Clause 5.4** days of receipt of invoices.

6. **Email address where PDF Invoices shall be sent:**

invoices@tfl.gov.uk

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

8. **Details of the Authority's Contract Manager**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

9. **Details of the Authority's Procurement Manager**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

11. Notice period in accordance with Clause 27.4 (termination without cause):
Shall be 90 (ninety) days.

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

For the Authority:

[REDACTED]

For the attention of: [REDACTED]

For the Service Provider: [REDACTED]

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: Not Applicable

14. Training to be provided by the Service Provider in accordance with Clause 8.8: as per section 4.6 of the Specification

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1 Privacy and Data Protection

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

“Authority Personal Data”	Personal Data Processed by the Service Provider (or its sub-contractors) on behalf of the Authority, pursuant to the written instructions provided by the Authority;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (c) any binding statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;

“Subject Request”

a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including (as applicable) the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Processing of the Authority Personal Data under the Contract, the Parties acknowledge that the Authority is the Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor with respect to the Processing of the Authority Personal Data.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

Authority’s staff, consultants, and guests (“Service Users”).

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

Personal details (e.g. name, home address, business address), contact information (e.g. mobile phone number, pick-up and drop-off locations, employer/organization, position/job title).

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

Registration and de-registration of Service Users to Service Provider’s B2B platform.

A1.2.4 The Authority Personal Data is to be Processed in the following Restricted Countries:

United States, Israel, and in the event of a transfer to a Restricted Country, such transfers would be subject to the EC Standard contractual clauses.

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

The subject matter of the Processing of Authority Personal Data by Service Provider on behalf of the Authority is limited to the registration and de-registration of Service Users to Service Provider’s B2B platform.

A1.2.6 The duration of the Processing shall be:

Until the latest of (a) termination of the Contract in accordance with its terms; or (b) the date upon which Processing is no longer necessary for the purposes of either party performing its respective obligations under the Contract (to the extent applicable) or (c) Processing for the purpose of compliance with applicable law.

A1.2.7 The nature of the Processing is:

Collection, storage, duplication, electronic viewing, deletion and destruction.

A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with written instructions (that are consistent with the Contract) from the Authority to perform its obligations under the Contract;

A1.3.2 where required under applicable Data Protection Legislation, use its reasonable endeavours to assist the Authority in complying with the relevant obligations under Data Protection Legislation and shall use its reasonable endeavours not to perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Authority Personal Data is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.4 For the avoidance of doubt, the above ten (10) days notice shall not apply to documentation required by the Authority in the event of a breach affecting the Authority Personal Data (pursuant to Section A1.3.8. below) as required to be provided by the Service Provider in its role as a data processor in accordance with applicable Data Protection Legislation and if required a copy of the Service Provider's Record of processing activity in accordance with the Service Provider's data processor obligations contained within Article 30(2) of the GDPR.

A1.3.5 where reasonably requested in writing to do so by the

Authority, provide reasonable assistance to the Authority in carrying out a Data Protection Impact Assessment in accordance with applicable Data Protection Legislation

- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, the processor must take appropriate industry-standard technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data all in accordance with applicable Data Protection Legislation and specifically in accordance with Article 32 GDPR
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 48 hours by written notice with all relevant details reasonably available of any actual breach, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage. Such notice to include all details required to be provided under Article 33 GDPR (to the extent known to the Service Provider at the time of notice);
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 cooperate as with the Authority with respect to an investigation or audit in relation to Authority Personal Data and/or its Processing including (strictly where necessary to conduct such investigation or audit and solely for such purpose) allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing Authority Personal Data pursuant to the Contract, in relation to compliance with its obligations under this Clause A1, or in relation to any actual breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information

Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.3.11 notify the Authority without undue delay and in any event within 5 Business days, if it receives:

A1.3.11.1 from a Data Subject (or third party on their behalf):

A1.3.11.1.1A data subject rights request made under Article 15-22 of the General Data Protection Regulation;

A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation which, in the Service Providers sole discretion, the Authority should be notified about;

A1.3.11.2 any relevant communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:

A1.3.12.1 the Authority with full details and copies of the complaint, communication or request that are known to the Service Provider at that time; and

A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business

Days from the date of the request;

- A1.3.14 when notified in writing by the Authority, reasonably assist the Authority with respect to its obligations towards a Data Subject relating to Authority Personal Data which the Service Provider Processes under the Agreement where such Processing causes substantial and unwarranted damage or distress to such Data Subject, or as required by any binding court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
- A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.

A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without providing the Authority reasonable prior notice of the appointment of any new sub-contractor by sending a notification to DPO@tfl.gov.uk and permit the Authority to object, on reasonable grounds, to the appointment of such sub-contractor. In the event the Authority reasonably objects to a new Sub-processor, as permitted in the preceding sentences, the Service Provider will use reasonable efforts to make available to the Authority a change in the Services or recommend a change of use of the Services to avoid Processing of Authority Personal Data by the objected-to new Sub-processor without unreasonably burdening the Authority. If the Service Provider is unable to make available such change within thirty (30) days, Authority may terminate the Agreement with respect only to those Services which cannot be provided without the use of the objected-to new Sub-processor. All amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Service Provider. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. Notwithstanding any of the above, the Authority acknowledges and approves (i) the use of a sub-contractor that is any of Service Provider's subsidiaries or holding companies from time to time, and any subsidiary from time to time of a holding company as a sub-contractor, and (ii) the use of any sub-contractor used by the Service Provider as of the date hereof. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:

A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider as detailed herein; and

A1.4.2 comply with the relevant obligations which are substantially similar as the Service Provider is required to comply with under this Clause A1

A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:

A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and

as reasonably necessary to perform the Contract in accordance with its terms;

- A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
- A1.5.3 Process Authority Personal Data in such a way as to comply with its obligations as a processor under Data Protection Legislation
- A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data, and the controller and the processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.; and

A1.5.9 comply during the course of the Contract with written retention and/or deletion policy or schedule provided by the Authority to the Service Provider. In the event no such policies have been provided, the service provider will delete Authority Personal Data within sixty (60) days following termination of the Agreement unless applicable laws required to process such data for a longer period.

A1.6 Not used,

A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.7.1 not used;

A1.7.2 the Parties shall refer to and comply with applicable binding policies and, procedures produced by the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.7.3 the Service Provider shall comply with reasonable written instructions and shall carry out such actions as the Authority may notify in writing if such action are required to comply with Data protection Legislation, including (as applicable):

A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

A1.7.3.2 ensuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are substantially similar to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any

Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Service Provider acknowledges insofar as data protection obligations apply to it,

A1.8.1 the importance to Data Subjects and the Authority of securing Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;

A1.8.2 that loss and damage to the Authority is likely to arise if these obligations are breached in a way that causes or is likely to cause significant risks to the rights and freedoms of TfL's data subjects.

A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.

A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.

A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:

A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;

A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;

A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or

A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.

A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.

A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.



A4 SECURITY AND GUARANTEES

- A4.1 As a condition precedent to the Contract, the Service Provider shall (to the extent that it has not already done so) provide at its expense a parent company guarantee (from such Holding Company as the Authority may require unless otherwise agreed with the Authority) and, if requested by the Authority, a legal opinion as to its enforceability as may be set out in the Appendices to this Contract.
- A4.2 The Authority shall not be obliged to make any payment to the Service Provider under the Contract whether for the Charges or otherwise unless and until the parent company guarantee (and legal opinion if applicable) have been provided in a form satisfactory to the Authority.
- A4.3 The Service Provider shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee is or becomes invalid or otherwise unenforceable.
- A4.4 The Service Provider shall give notice to the Authority within 10 Business Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor (other than as a result of a restructuring, corporate reorganization, merger, and/or acquisition where, after such restructuring, corporate reorganization, merger, and/or acquisition, the beneficial owner(s) of the guarantor remains the same as it was prior to such restructuring, corporate reorganization, merger, and/or acquisition). The Authority shall have the right to terminate the Contract within sixty (60) calendar days of receipt of the required notice from the Service Provider, or in the event that the Service Provider fails to give the required notice, within sixty (60) calendar days of the Authority becoming aware of such event, unless the Service Provider has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to the Authority on terms identical to the parent company guarantee.

Appendix A - Form of Parent Company Guarantee
(Letterhead of Parent Company)

To: *[insert name and address of the Authority]*

Date:

Dear Sir/Madam

We, *[insert name of Guarantor]* ("**the Guarantor**"), understand that you have agreed to enter into Contract No *[insert contract number]* ("**the Contract**") with *[insert name of Service Provider]* ("**the Service Provider**") in respect of *[briefly describe nature of contract]* on the condition that the obligations of the Service Provider under the Contract be guaranteed by a Guarantor.

We are *[recite the relationship of the Guarantor to the Service Provider]*, and we warrant to you that this description of our relationship with/to the Service Provider is true and accurate in all material respects.

WE HEREBY AGREE AND UNDERTAKE with you as follows:-

- (a) We unconditionally guarantee on demand:
 - (i) the proper, complete and punctual performance by the Service Provider of any and all its obligations, undertakings and responsibilities under the Contract and we shall forthwith make good any default thereunder on the part of the Service Provider; and
 - (ii) the due and punctual payment by the Service Provider of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Service Provider,when and as the same shall become due for performance or payment (as the case may be).
- (b) As a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Service Provider in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph (a) above, we shall on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Service Provider were the primary obligor. Any payment under this Guarantee shall be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.
- (c) This Guarantee shall be a continuing security and shall remain in full force and effect until all obligations to be performed or observed by the

Service Provider under or arising out of the Contract have been duly and completely performed and observed and the Service Provider shall have ceased to be under any actual or contingent liability to you thereunder.

- (d) Any demand or other notice made by you under this Guarantee shall be duly made if sent by first class recorded delivery post to us.
- (e) You shall be entitled to enforce this Guarantee without first notifying the Service Provider of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Service Provider or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Service Provider or any person.
- (f) If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum shall still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

PROVIDED THAT:

- 1. We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Contract if we had been named as the Service Provider in the Contract.
- 2. Our obligations hereunder are those of primary obligor and shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
 - (a) any alteration or variation to the terms of the Contract made by agreement between you and the Service Provider (including, without limitation, any increase in the Service Provider's obligations under the Contract or any alteration in the extent or nature or sequence or method or timing of the Services to be carried out under the Contract) or any novation of the Contract (in whole or in part); or
 - (b) any time being given to the Service Provider or any other indulgence, waiver, concession, forbearance or forgiveness to the Service Provider (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Contract; or
 - (c) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Service Provider under the Contract; or
 - (d) the release or waiver of any such bond, security or guarantee referred to in paragraph 2(c) above; or

- (e) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Service Provider; or
 - (f) the winding-up, bankruptcy, administration, receivership or insolvency of the Service Provider; or
 - (g) any legal limitation, disability or incapacity relating to the Service Provider or discharge by operation of law or any change in the constitution, name or style of the Service Provider or any other person (whether or not known to you); or
 - (h) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Service Provider under the Contract; or
 - (i) the termination or partial termination of the Contract or the cessation of any Services for any reason or the making of any variation to the Services in accordance with the Contract; or
 - (j) any claim or enforcement of payment from the Service Provider or any other person;
 - (k) any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.
3. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy which we may have against the Service Provider in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Service Provider in competition with you for any sums or liabilities owing or incurred to us by the Service Provider in respect of any such payment by or recovery from us or take or hold any security from the Service Provider in respect of any liability of ours hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.
 4. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.
 5. This Guarantee is irrevocable.
 6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee

except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

7. For the purposes of this Guarantee we hereby appoint.....of *[to be a London address]* to accept service of process on our behalf, and service on the said at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____
<i>[Parent Company]</i>) Director
acting by a Director and the) _____
Secretary or by two Directors) _____
	Director/Secretary

OR

The common seal of) _____
<i>[Parent Company]</i>) Director
was affixed in the presence of:) _____
) _____
	Director/Secretary

Appendix B - Form of Legal Opinion for use with Guarantee

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

I am counsel to and I am giving this legal opinion in connection with the making by of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "**Guarantee**") dated made between..... (the "**Guarantor**") and [insert name of Authority] (the "**Authority**"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of I am pleased to advise that in my opinion:
 - (a) the Guarantor was incorporated in on as a [company with limited liability] and validly exists under the laws of as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
 - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
 - (c) The entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
 - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
 - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;

- (iii) any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;
- (d) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of and in the courts of
- (e) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
- (f) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
- (g) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (pari passu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
- (h) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
- (i) there are no registration, stamp or other taxes or duties of any kind payable in in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
- (j) The Authority will not violate any law or regulation in nor become liable to tax in by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place

of business in in order to enforce any provisions of the Guarantee;

- (k) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the Courts;
- (l) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
- (m) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the courts without re-trial or re-examination of the merits of the case;
- (n) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
- (o) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.

3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of and accordingly express no legal opinion herein based upon any law other than the laws of

Signed

A12 Option to Extend Duration

- A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two (2) years by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A15 Step-in

- A15.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A15.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A15.1.2 to discharge a statutory duty,

then the following provisions shall apply.

- A15.2 The Authority shall provide notice to the Service Provider in writing of the following:

A15.2.1 the action it wishes to take;

A15.2.2 the reason for such action;

A15.2.3 the date it wishes to commence such action;

A15.2.4 the time period which it believes will be necessary for such action; and

A15.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

- A15.3 Following service of the notice required in Clause A15.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).

- A15.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A15.3).

A16 Adjustment to Charges (Indexation)

A16.1 In this Clause A16, "CPI" shall mean the Consumer Prices Index (CPI ANNUAL RATE 00: ALL ITEMS 2015=100) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.

A16.2 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI to a maximum of 3.5% (or -3.5% as the case may be), from the fourteenth (14th) month preceding the month of adjustment (anniversary of the Service Commencement Date) to the second (2nd) month preceding the month of adjustment.

A18 Transfer of Employees to Service Provider

A18.1 Clause 8.1 shall be deleted and replaced with the following.

A18.2 For the purposes of this Clause A18 and Clause A19, unless the context indicates otherwise, the following expressions shall have the following meanings:

A18.2.1 **"Current Service Provider(s)"** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A18.2.2 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE) and all other emoluments);

A18.2.3 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A18.2.4 **"Final Staff List"** has the meaning set out in Clause A19.4;

A18.2.5 **"Further Transfer Date"** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A18.2.6 **"Relevant Period"** means the period starting on the earlier of:

the date falling 6 calendar months before the date of expiry of the Contract; or

if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

A18.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

A18.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract or engagement (or part thereof) will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

A18.2.9 **“Staff List”** has the meaning set out in Clause A19.1;

A18.2.10 **“Staffing Information”** has the meaning set out in Clause A19.1;

A18.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;

A18.2.12 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

A18.2.13 **“Transferring Staff”** means such employees and workers of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services immediately before the Transfer of Services, the identities of whom as at the date of this Contract are listed in Appendix 1 to this Clause A18; and

A18.2.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A18.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment or engagement (or any relevant part thereof) between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A18.4). This Clause 18.3 applies except insofar as such contracts and such agreements relate to: any employee who objects to the Transfer of Service under Regulation 4(7) of TUPE or is treated as dismissed prior to the Transfer of Service under Regulation 4(9) of TUPE.

A18.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date

A18.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

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

A18.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

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

A18.6 The Authority warrants to the Service Provider that none of the Authority's employees or workers will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A18.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A18.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A18.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

A18.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;

A18.7.4 the employment or engagement or termination of employment or engagement by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;

A18.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any of the Transferring Staff

which are or are alleged to be to the detriment of any of the Transferring Staff.

For the avoidance of doubt, the Service Provider (and/or its Sub-Contractors) shall have full liability under this paragraph A18.7 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Contract Commencement Date of any of the Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors).

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

Appendix 1 to Clause A18
List of Transferring Staff
Not used

A19 Transfer of Employees on Expiry or Termination

A19.1 Subject to the Data Protection Legislation, the Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority, which the Authority will treat in accordance with its obligations under the Data Protection Legislation:

A19.1.1 an anonymised or pseudonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A19.1.2 such of the information specified in Appendix 1 to this Clause A19 as is requested by the Authority in respect of each individual included on the Staff List (save that such information will not be required in relation to the employees and workers of the Service Provider's Sub-Contractors, except for the Final Staff List);

A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised or pseudonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A19.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A19.3 The Service Provider warrants to the Authority and any Replacement Service Provider that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate to the best of the Service Provider's knowledge.

A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority and any Replacement Service Provider with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A19.5 If the Contract is terminated by either Party in accordance with **Clause 27.3** or by the Authority in accordance with **Clause 27.1, 27.2, 27.4** or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

A19.6 The Service Provider warrants that as at the Further Transfer Date:

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

A19.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A19.10.1 The contracts of employment or engagement of the Re-Transferring Personnel (or relevant parts thereof) will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A19.10.2 During the last three months of the Relevant Period the Service Provider will:

A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment or engagement of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A19.10.2.3 provide all original employment or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate) when required in order to facilitate the transfer; and

A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include, without limitation:

(a) re-allocating the time spent on the Services by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or Replacement Service Provider) then Re-Transferring Personnel), where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Service Provider, such fragmentation would not be workable and/or would result, or would be deemed by such relevant person on the Staff List to result, in the worsening of working

conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and

- (b) permitting the Authority or Replacement Service Provider upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation. For the avoidance of doubt, references to 'as appropriate' shall mean to whichever of the Authority or Replacement Service Provider is the transferee.

A19.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A19.10.3.1 is under notice of termination;

A19.10.3.2 is on long-term sick leave;

A19.10.3.3 is on maternity, parental or adoption leave;

A19.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A19.10.3.5 is entitled or subject to any additional terms and conditions of employment or engagement other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A19.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A19.10.3.7 has received a written warning (other than a warning that has lapsed);

A19.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A19.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment or engagement (or part thereof) transferring to the Authority or

Replacement Service Provider (as appropriate) under TUPE.

- A19.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):
- A19.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - A19.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A19.10.5; and
 - A19.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- A19.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- A19.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
 - A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part), and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).
- A19.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:
- A19.10.6.1 any failure by the Service Provider to comply with its obligations under this **Clause A19.10**;

- A19.10.6.2 any act or omission (whether alleged or actual) by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
- A19.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
- A19.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
- A19.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE; and
- A19.10.6.6 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any Re-Transferring Personnel who continues to be employed or engaged in part by the Service Provider after the Further Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.

For the avoidance of doubt, the Service Provider shall have full liability under this clause A19.10.6 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors).

- A19.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in

connection with the employment or engagement or its termination of any of the Service Provider Personnel or former Service Provider Personnel.

A19.12 The Service Provider will use its reasonable endeavours to procure that whenever the Authority so requires on reasonable notice at any time for 2 years following the date of expiry or earlier termination of the Contract the Authority may consult with any person, consultant or employee who, at that time:

A19.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A19.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

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

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

A19.14 For the purposes of this Clause A19, any reference to the Authority shall also include any member of the Authority Group to which any Re-Transferring Staff or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the Authority Group shall be able to enforce the terms of this Clause A19 in accordance with Clause 31.1.

Appendix 1 to Clause A19

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

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Service Provider's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants

- For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness (for a minimum of 12 months)
- Training and competency records (for any training the Authority may require)

A21 Sub-contractor Warranty

A21.1 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall, if so required by the Authority, procure that a permitted sub-contractor enters into a warranty agreement with the Authority substantially in the form specified in Appendix D below or in such other form as has been previously approved in writing by the Authority.

Appendix D - Subcontractor Warranty Agreement for Services

THIS AGREEMENT made the _____ day of _____ 20

BETWEEN

1. [The Authority – company details to be inserted] (the “**Authority**”); and
2. [] a company registered in England and Wales under number [] and having its registered office at [] (the “**Subcontractor**”).

WHEREAS

- (1) The Authority has entered into an agreement dated [] day of [] 20[] (“**the Contract**”) with [] (the “**Service Provider**”) for the [insert description of Services] (the “**Services**”); and
- (2) By a contract dated [] day of [] 20[] (the “**Subcontract**”) the Service Provider appointed the Subcontractor to [insert description of Services] (the “**Subcontract Services**”).

IN CONSIDERATION of the payment of five pounds (£5) by the Authority to the Subcontractor (receipt of which the Subcontractor acknowledges), it is agreed that:

1. Without prejudice to any other warranties expressed in the Subcontract or implied by law, the Subcontractor warrants and undertakes to the Authority that:
 - 1.1 it shall provide the Subcontract Services in a good and workmanlike manner in accordance with the Contract;
 - 1.2 the Subcontract Services:
 - 1.2.1 shall be carried out with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type, and complexity to the Subcontract Services;
 - 1.2.2 shall be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract;
 - 1.2.3 shall be provided in a safe manner and free from any unreasonable or

avoidable risk to the health and well-being of persons using, operating or subsequently maintaining any equipment or using any premises referred to in the Contract, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;

- 1.2.4 shall be provided in accordance with the best industry principles and practices in the activity concerned and in accordance with the standards referred to in the Contract;
- 1.3 shall comply with all the requirements of any Act of Parliament, Statutory Instrument or Order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the Subcontractor's business and/or the Authority's business from time to time in force which are or may become applicable to the Subcontract Services;
- 1.4 all materials and/or goods supplied under the Subcontract and any equipment (or any part thereof) designed or replaced by the Subcontractor shall be new and shall in all respects be fit for the purposes for which such is intended (awareness of which purposes the Subcontractor acknowledges) and in particular but without limitation will be capable of operation as part of any system referred to in the Contract or Subcontract and be so fit at least for the Contract period and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods;
- 1.5 it has complied and shall continue to comply with the terms of, and shall regularly and diligently carry out, its obligations under the Subcontract;
- 1.6 it shall procure that any subcontractor engaged by it who undertakes any part of the Subcontract Services shall enter into warranties in favour of the Authority in terms identical (save as to the parties) to those set out in this Contract, insofar as the terms contained in this Contract are relevant to the scope of such subcontractor responsibility;

and the obligations contained in this Contract shall apply to the Subcontractor's agents, employees and suppliers, provided that the Subcontractor shall have no greater liability to the Authority hereunder than it would have had if the Authority were the Service Provider.

- 2. Each warranty referred to in Clause 1 shall be construed as a separate warranty and shall not be limited or restricted by reference to, or reference from, the terms of any other warranty or any term of the Subcontract.
- 3. In addition and without prejudice to the warranties given in Clause 1 above, the Subcontractor hereby grants to the Authority the same warranties as contained in the Contract.
- 4. The Subcontractor shall (at its own expense) upon request by the Authority prove to the Authority's reasonable satisfaction that the goods, materials and workmanship comply with the standards required by the

Contract.

5. The Subcontractor shall, save insofar as it is delayed by any event in respect of which the Service Provider is granted an extension of time under the Contract for completion of the Services:
 - 5.1 execute, complete and maintain the Subcontract Services in accordance with the provisions of the Subcontract; and
 - 5.2 ensure that the Service Provider shall not become entitled to any extension of time for completion of the Services or to claim an additional payment under the Contract due to any failure or delay by the Subcontractor.
6. The Subcontractor shall from time to time supply the Authority and the Service Provider with such information as either may reasonably require.
7. Where the copyright in any drawings, designs, specifications, calculations, sketches and other documents ("**copyright material**") prepared by the Subcontractor in connection with the Subcontract Services is the property of the Subcontractor, the Subcontractor hereby grants to the Authority a world-wide, perpetual, royalty-free, non-exclusive and irrevocable licence to copy and use such copyright material for any purposes related to the project including but not limited to the completion, modification, extension, maintenance and reinstatement of the Subcontract Services, as well as operating, maintaining, modifying, repairing, configuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting any equipment provided under the Contract and/or continuing any element of the Subcontract Services and the Authority shall be entitled to assign such rights to any nominee or successor and sub-license such rights to any third party.
8. The parties hereby agree that:
 - 8.1 This Contract shall be personal to the Subcontractor who shall not be entitled to assign or subcontract any part of the Subcontract or this Contract without the prior written consent of the Authority;
 - 8.2 The Authority may assign the benefit of this Contract to any third party;
 - 8.3 The rights and remedies contained in this Contract are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
9. Nothing in the Subcontractor's tender or any specification, drawing, programme or other document put forward by or on behalf of the Subcontractor and no approval, consent, comment, acknowledgement, confirmation or advice at any time given by or on behalf of any person shall operate to exclude or limit the Subcontractor's liability for any breach of its obligations hereunder.
10. Any provisions relating to dispute resolution which are set out in the Contract shall be deemed to apply to this Contract as if they were set

out herein (mutatis mutandis).

11. If any dispute of any kind whatsoever (the "**Dispute**") arises between the parties in connection with this Contract or the Subcontract Services which raises issues which are in the opinion of the Authority the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Authority and the Service Provider and such Related Dispute has already been referred to a mediator appointed under provisions to that effect contained in the Contract, then the Subcontractor hereby agrees that the Authority may, at its discretion, by giving notice in writing to the Subcontractor, refer the Dispute to the mediator appointed to determine the Related Dispute. In this event such conciliator shall have power to give such directions for the determination of the Dispute and the Related Dispute as he/she may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him/her.
12. Both the Authority and the Subcontractor acknowledge that in entering into this Contract they are not relying upon any representation, warranty, or assurance made or given by the other party or any other person, whether or not in writing at any time prior to the execution of the Contract which is not expressly set out herein provided that nothing in this Clause 12 excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.
13. Any notice to be given to either party hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery:
 - 13.1 in the case of the Authority to the Authority's address for notices as set out in the Contract; and
 - 13.2 in the case of the Subcontractor to: []

and any such notices shall be deemed to be received 2 working days after being posted, if sent by registered post or recorded delivery, or immediately, if delivered by hand.
14. It is agreed that nothing in this Contract shall negate or diminish any duty or obligation owed to the Authority by the Subcontractor.
15. This Contract shall be governed by and construed according to laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.
16. Subject to Clause 16.1 below, any person who is not a party to this Contract shall not have any benefit from or any rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
 - 16.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to the Contract to the effect that any member of the Authority Group (as such

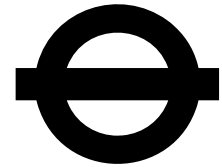
term is defined in the Contract) shall have the right to enforce any provision contained in the Contract against the Subcontractor to the extent that such provision confers a benefit or purports to confer a benefit on that member of the Authority Group (as such term is defined in the Contract).

- 16.2 Notwithstanding Clause 16.1 above, the Parties are entitled to waive time, vary any term of the Contract or rescind the Contract (if applicable) without the consent of any or all members of the Authority Group (as such term is defined in the Contract).

17 Step in

- 17.1 The Authority may require the Subcontractor by notice in writing to accept the instructions of the Authority or its appointee to the exclusion of the Service Provider in respect of the Subcontract. In the event of the Authority giving notice to the Subcontractor of the termination of the Contract by the Authority, or of an event of default by the Service Provider under the Contract, the Authority may require the Subcontractor by notice in writing to accept the Authority's or its appointee's instructions to the exclusion of the Service Provider.
- 17.2 The Service Provider acknowledges that the Subcontractor shall be entitled to rely on notice from the Authority under clause 17.1 and that acceptance by the Subcontractor of the Authority's or its appointee's instructions to the exclusion of the Service Provider shall not constitute any breach of the Subcontractor's obligations to the Service Provider under the Subcontract, provided that nothing in this clause shall relieve the Subcontractor of any liability it may have to the Service Provider for any breach of the Subcontract.
- 17.3 The Authority shall accept liability for payment of all sums properly due to the Subcontractor under the Subcontract and for the performance of the Service Provider's obligations including payment of any sums outstanding at the date of such notice of which the Subcontractor has provided details to the Authority. Upon the issue of any notice by the Authority, the Subcontract shall continue in full force and effect and the Subcontractor shall be liable to the Authority in lieu of its liability to the Service Provider. If any notice given requires the Subcontractor to accept the instructions of the Authority's appointee, the Authority shall be liable to the Service Provider as guarantor for the payment of all sums from time to time due to the sub-contractor from the Authority's appointee.
- 17.4 Upon payment by the Authority of any amounts owing from the Service Provider, the Subcontractor shall assign to the Authority all of the Subcontractor's rights against the Service Provider in respect of such unpaid sum and shall pay the Authority any such amounts subsequently received by the Subcontractor from the Service Provider.

SCHEDULE 3A – SPECIFICATION



Volume 2

The Specification

Staff Travel Service

Internal Reference Number: tfl_scp_001889

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DOCUMENT CONTROL

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I. ORGANISATIONAL OVERVIEW

1.1. Transport for London (TfL)

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

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

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

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

1.2. London Underground Control Centre (LUCC)

London Underground Control Centre (LUCC) is the main coordination centre for all of London Underground Limited (LUL) including incident management, customer information and management information centre. LUCC is the main interface with other London Transport providers, and it is also responsible for the coordination of London Underground Staff travel.

2. INTRODUCTION

2.1. Background

To ensure that London Underground (LU) works consistently, getting customer service staff, train operators, signal engineers and service control to their place of work when there is reduced transport system (i.e., from midnight to 6.00am) is of vital importance. A staff travel service has been in operation for over 30 years which carries LU staff to their starting place of work and to return them from the end place of work to a drop off point closest their home (For example, an operator lives in Morden and may finish their duty in Edgware).

By utilising a staff travel service, this enables staff to be at work in time for the first tube and returned after the last tube. This also reduces the need for more staff to be employed over the course of the night.

The current Staff Travel Service uses taxis (black cabs) and operates across the network of Tube stations, with most of the service running alongside the tube lines routes (on the road) with multiple connections i.e. Oxford Circus – Bakerloo, Central and Victoria lines.

If staff are not present at their place of work by the required time this has a major knock-on effect on London's Underground system with trains cancelled or delayed and stations not opening. This can have a major financial implication and affects TfL customers.

2.2. Objectives

TfL is currently looking for one Service Provider to supply vehicles and drivers for its LU staff travel service; this includes vehicles with drivers as per the daily schedules, other ad hoc travel services for emergency situations and in other unforeseen circumstances.

The aim of this Contract is to ensure the reliable, consistent staff travel service whilst guaranteeing value for money.

3. SCOPE

3.1. Scheduled Journeys

3.1.1. Scheduled Journeys Requirements

This contract is to provide a scheduled travel service 365 days of the year.

The Service Provider will ensure the service is available to convey staff to and from work in the early hours of the morning, generally (but not limited to) between 23.30 hours and 07.15 hours. On average, 190-220 vehicle journeys per day will be required to cover this requirement, carrying approximately 500 staff. Scheduled journeys generally run in an area bounded by the M25 with some exceptions such as Aylesbury, Ongar and Grays.

3.1.2. Scheduled Journeys Description

Staff travel schedules operate in a comparable manner to bus routes, LUL have established this to meet with the tube operating timetables, so there is a strict timetable the Service Provider must meet.

Each individual schedule contains departure and/or arrival times for each place and identifies the specific calling point. The schedules prefixed D, E, G, H and N which are early morning inbound, and the prefixed schedules A, B, K, L and M are late night outbound schedules.

The daily full list contains details of staff connecting between schedules. The Service Provider will ensure these are maintained unless the late running of the connecting service is of such an extent that significant delays would be incurred by the waiting vehicle. The LUCC must be consulted before any connection is broken.

A: Monday – Thursday Night (outbound) scheduled journeys

B: Monday – Saturday Night scheduled Crew Only journeys

C: Monday – Saturday Night engineering Crew Only journeys

D: Monday – Friday Morning (inbound) scheduled journeys

E: Monday – Saturday Morning scheduled Crew Only journeys

F: Monday – Saturday Morning engineering Crew Only journeys

G: Sunday Morning (inbound) scheduled journeys

H: Sunday Morning scheduled Crew Only journeys

J: Sunday Morning engineering Crew Only journeys

K: Sunday Night (outbound) scheduled journeys

L: Sunday Night scheduled AND engineering Crew Only journeys

M: -Friday & Saturday Night (outbound) scheduled journeys

N: -Saturday Morning (inbound) scheduled journeys

(The M and N schedule block curtail or remove schedules which parallel LU Night Tube services). While the M and N blocks are currently withdrawn while LU Night Tube operations are suspended, we anticipate some form of Night Tube operation may resume in the future.

LU will periodically update the schedules to reflect usage, operational requirements and staff requests.

Appendix A & B – Call Points and Schedules is an indication. TfL review the pick-up and connection points regularly.

It may at times be operationally advantageous to split a single schedule into two or more vehicles, should this need arise we would expect to pay according to the schedules tariff. Once in the vehicle, the passenger/s must not be expected to change vehicles unless it is into a 'connecting schedule'.

The Service Provider must take note that the "Crew Only" journeys are specifically to transport staff between work location during their working hours and have an impact on the correct operation of the service.

3.1.3. Temporary Schedules Description

Temporary schedules operate in the same way as permanent schedules but occur from time to time throughout the contract due to a change in LUL requirements, for example engineering work on the track, special events or Bank Holiday train arrangements.

Upon identification of the possible requirement for a temporary schedule, LUL will

either.

(1.) Allocate a schedule prefix C, F, J or L *or* (2.) Make use of an existing schedule A/B/D/E/G/H/K/L/M or N.

The requirements are published daily via the full list sent to the Service Provider.

If required, LUL may introduce as many temporary schedules as required to serve the operation of the railway. However, the length of individual temporary schedules shall not exceed the average schedule length in operation at the time.

3.1.4. Staff Travel Schedules Operations

Staff Travel schedules will run as required in full, part or not at all, on the day and night.

Vehicles must not depart from a calling point before the appointed time if passengers are booked to join the vehicle. If there are no passengers to pick up, the vehicle may continue its journey once those wishing to alight have done so. Calling points with no booked boarders or alighters may be bypassed without stopping.

If one or more booked passengers are not present at departure time the following will apply.

- a) D, E, G, H and N prefixed schedules in the morning – vehicles may continue their journey without the passenger, provided that they do not depart before the scheduled departure time. The LUCC must be advised in real-time of the absence of said passenger(s).

Note: A few vehicles are scheduled to provide connections from trains operated by other railway operating companies. If such connections are scheduled and if passengers are not present at the booked departure time of the vehicles, the LUCC must then be contacted to obtain further instructions regarding waiting for a further period or proceeding.

- b) A, B, K, L and M prefixed schedules – Vehicles must wait for a period of 10 minutes. The London Control Centre must then be contacted to obtain further instructions regarding waiting for a further period or proceeding.

If the absent passenger(s) is travelling on another late running vehicle the LUCC must be contacted for instructions before the connecting vehicle departs. This applies equally to morning and night vehicles.

3.2. Special Service

In addition to 3.1.2 and 3.1.3 above, shuttles are non-prefixed special scheduled vehicles that also run on a time-tabled basis, normally during traffic hours from approximately 06.30 to 23.30 because of engineering work, to convey train staff between two or more fixed points on the Underground System. These points are dependent on planned engineering work, for example, part line closures, which can vary both in area of London and their regularity/frequency.

The Service Provider will receive a minimum of three days' notice of the existence of such a schedule, however this does not guarantee its use which will be communicated to the Service Provider in accordance with section 4. Technical Requirements below.

LUL reserves the right to introduce as many special schedules as required to serve the operation of the railway, however the length of individual special schedules shall not exceed the average schedule length in operation at the time.

3.3. Shuttle Journeys

Shuttle journeys are booked to run between two points, for a minimum of one hour. They are used on average two to four times a week, at any time, to ferry train staff e.g. Seven Sisters to Northumberland Park Depot, also for rail breakdowns on a branch line e.g., Chesham, Amersham, Chalfont and Latimer, Rickmansworth and Moor Park (this list is an example and not exhaustive) to support TfL customers to complete their journeys or staff to move between work locations.

The method of booking for immediate requirement coverage shall be by the LUCC via a direct computer link or telephone. The Service Provider shall provide an estimated time of arrival, which shall be no longer than 30 minutes from notification, or an agreed later time as requested by the LUCC.

All Shuttle journeys must be agreed in advance in writing with LUCC.

3.4. Christmas Journeys

Over the Christmas period comprising of 24th, 25th, 26th and 27th December, the contractor will be required to provide additional staff travel services due to the reduction in public transport provided by operators other than LUL. These requirements will be notified to the Service Provider a minimum of four days before the Christmas period, in turn the Service Provider will pre-

allocate these bookings to their drivers and confirm reference numbers no less than two days prior to the start of the Christmas period.

Over this period approximately 500 vehicles will be required for journeys to and from locations such as Alton, Bletchley, Bedford, Gillingham, Gravesend, Grantham, Hertford, Milton Keynes, Newport, Peterborough, Luton, Northampton, Rochester and Wellingborough.

The Service Provider will make available a resource from the beginning of December to assist with the planning and pre-allocation of vehicles required during this four-day period.

It is expected that the Service Provider can provide up to 500 vehicles between the four days period mentioned above and maintain their business as usual.

For journeys over the Christmas please also see the Performance Adjustments.

3.5. Red Alert Journeys

Red Alert Journeys are a vital service which will be required on an immediate basis to deal with a railway emergency, this could be to repair signalling, an obstruction on the track or a customer emergency incident. The aim is to ensure that the Red Alert vehicle arrives at the incident in the fastest time possible which may require the use of TfL bus lanes by eligible vehicles.

The method of booking is usually by telephone in extreme circumstances, which is then booked by the Service Provider in their booking system. Alternatively, the LUCC will book in the booking system and follow up with a telephone call to the Service Provider.

For Red Alert journeys please also see the Performance Adjustments.

3.6. Miscellaneous/Unscheduled Journeys

The Service Provider shall provide vehicles at any time of the day to cover rail breakdowns, train crew movements during engineering works, staff transporting equipment to meetings, staff movements during industrial action, mobility impaired customers and other miscellaneous reasons.

Staff Travel journeys are booked online by a computer link on an as-required basis. The Service Provider must provide a time of arrival which shall be no later than 30 minutes from notification, or an agreed later time as requested by the LUCC.

The GLA functional bodies (includes the Greater London Authority (GLA), Metropolitan Police (MET), London Fire Brigade (LFEPA), London Legacy Development Corporation (LLDC) and Old Oak and Park Royal Development Corporation (OPDC) will have the option to use this contract for Unscheduled journeys at the TfL agreed rates. Each functional body will manage their own accounts direct with the Service Provider.

3.7. Volumes of Staff Travel Journeys

Below is a breakdown of the historical volumes for the specific journeys requirements as outlined above. Please note that volumes change depending on demand and the Service Provider will be required to meet all the demands for journeys.

Please note, the Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

<i>Journeys Requirement</i>	<i>Estimated Volume of journeys</i>	<i>Number of journeys 2019/2020*</i>	<i>Number of journeys 2020/2021*</i>
Scheduled Journeys	190 – 220 per 24hr period	67268	107332
Duty Crew Journeys	As per schedules	10855	18292
Miscellaneous / Special Journeys	500 per month.	9492	20272
Christmas Journeys	500 approx. over the four-day period	589	1054

See Appendix C for further details of the journeys.

Note that the data in 2020 is affected by safety contingency due to the coronavirus pandemic preventing from multiple occupancy of vehicles. It is expected that post-pandemic, TfL and the Service Provider will resume the multiple occupancy strategy.

3.8. Vehicle type and Capacity

When considering the type of vehicles to be used, TfL expect that:

- The Service Provider will supply the most economically viable solution by matching vehicle capacity to booked demand.
- The Service Provider must be able to provide wheelchair accessible vehicles as and when requested.
- The Service Provider will use vehicles and drivers licensed (to operate in London) by Taxis and Private Hire (TPH).

3.9. All night running of the Tube

Plans are in place for the running of an all-night Tube services on Friday and Saturday nights. This service will run on the Central, Jubilee, Northern Piccadilly and Victoria lines or parts of thereof, with eventual plans to roll out to the entire network. Therefore, it is envisaged that during these periods there will be some reduction in vehicles requirements, in addition to the M and N schedule blocks.

4. TECHNICAL REQUIREMENTS

4.1. Sending and receiving staff travel requests

Staff Travel schedules will run as required in full, part or not at all, on the day/night.

The LUCC receives all staff travel bookings from LU staff members. The LUCC will notify the Service Provider of the requirements by daily journeys listings sheet. This is via email as a Notepad customised file text file attachment sent to the Service Provider's email in-box and copied into several LU accounts. Please see Appendix E for two examples of Notepad customised file.

Once the journeys requirements are received from the LUCC, the Service Provider will be required to import the information into their booking system. Currently, the journeys are often split off into manageable journeys as often more than one vehicle is required per journey route which the Service Provider will manage.

LUCC will send this information to the Service Provider no later than 21:00 on the day in question. The Service Provider shall run staff travel journey schedules as required from 23.30 hours the same night.

Additional requirements identified by LUCC after 21.00 hours will be added by telephone up to forty-five minutes before dispatch of the particular schedule required which the Service Provider will manage.

4.2. Optimisation of Booking

The Service Provider shall, where possible, seek to maximise the potential efficient use of the vehicles.

Where two or more trip requests originate in proximity and share the same end destination or destinations in proximity, the Service Provider shall assign the relevant trip Requests to the same trip Itinerary, provided that this will not violate the relevant vehicle's seating capacity.

4.3. Dedicated Booking

During the hours of operation of the scheduled Staff Travel network (23:00 – 06:30 hrs) the Service Provider will allocate the adequate number of people to manage these TfL bookings, with resilience plans to guarantee 100% support during the operation of scheduled staff travel journeys.

4.4. Monitoring Staff Travel Bookings

The Service Provider will monitor bookings and will advise the LUCC of any issues to do with bookings, paying particular attention to staff who fail to

turn up for their Staff Travel, this is to allow the LUCC to identify if a station is going to fail to open on time or result in a train being cancelled or delayed into service.

4.5. Data Links

The Service Provider will need to work with TfL to allow bookings to be made, modified, cancelled and monitored in real time, to create as much as possible one integrated process.

The Service Provider will receive the booking information with the Staff Travel demand from TfL CABS v2 booking system in a defined format (currently customised text file sent via email) and should be able to incorporate those in their own system.

Data links are required to support the Service Provider terminals with the LUCC at two separate locations Palestra (Southwark) and Allsop Place (Baker Street). Each location needs to be linked to the Service Provider's vehicles' booking/ tracking system, so that all vehicles booked for LU staff can be monitored by the LUCC in real time. This enables the LUCC Staff Travel desk to give staff details when they call in of exactly where the vehicle is en-route to their location and the vehicles registration number and colour.

TfL reserve the right to change or modify the CABS booking system. The Service Provider will be given enough notice. The Service Provider needs to make provision to work with TfL to adapt to any booking system that TfL may wish to use during the duration of the contract.

4.6. Staff Training

Following the installation of their equipment, the Service Provider shall provide staff training in small groups of up to 5. Full training must be given to approximately 40 LUCC staff. Due to the nature of shift patterns, it is envisaged that this will take 4 weeks.

In addition, the contractor will also need to make provision for the following:

- For the first two weeks of contract using a new system, floor walkers will be required to support operational staff on nights taking staff travel bookings and monitoring the staff travel service.
- Supply a reference manual on the operation of their booking/ tracking system, along with details of escalations process for dealing with disputes and system failures.

4.7. Communications

The Service Provider shall enable LUCC to monitor the running of all the vehicles and to directly order vehicles as required without telephone communications.

The Service Provider shall also ensure that 24/7 communication is enable between the LU Control Centre and the Service Provider's control room.

The Service Provider shall also provide a backup telephone number for use during telephone failures, which should be tested once a week.

The Service Provider will also provide the telephone number of their on-shift manager, for items or issues that need to be escalated at the time and that cannot wait until the management meeting.

LUCC may from time to time require information on a particular Staff Travel schedule or vehicle, for example late running, route taken and where a customer was picked up or dropped off, it may include a full audit from the moment it is booked onto the system. Any such information shall be provided by the Service Provider as soon as possible but no later than 48hours from request.

4.8. Late Running/Service Provider Non-Performance

It is of upmost importance that the Service Provider notifies the LUCC by telephone in advance of any late running or non-performance of the scheduled vehicle time. This will be managed by LUCC, and Service Provider is expected to report on this daily.

4.9. Cancellations and No Shows

4.9.1. Cancellations

Once the final list has been received by the Service Provider, the LUCC will advise by telephone or by means of editing the job on the Service Providers booking system.

Therefore, the Service Provider must be able to produce an operations report detailing any issues with regards to cancellations of vehicles booked for the previous night/early morning.

Charges will not be payable by LUL for vehicles cancelled before the vehicle has been dispatched by the Service Provider. Where cancellation occurs after

dispatch, the Service Provider will be expected to charge a flat rate per journey which should be included in the Pricing Schedule.

4.9.2. No Shows

The Staff Travel network is an integral part of ensuring that stations open, and train services start on time. No shows are defined as staff who fail to show for their booked vehicle. So, the Service Provider will need to confirm with the LUCC of any staff who fail to show for their booked vehicle, before declaring it a no show and report it as such in the daily management report.

Scheduled journeys include a waiting time, and all unscheduled journeys should include a waiting time of 10 minutes before cost is incurred.

TfL expects the Service Provider to incur a cost for a no show, it is expected that the Service Provider will charge a flat rate (per no show/cancelled journey) to be included in the Pricing Schedule.

4.10. Identification

All vehicles shall carry an LUL sign supplied by TfL to the Service Provider.

The Service Provider shall not accept any member of staff who cannot identify themselves with a Staff ID card or pass.

The service provider shall not carry non-TfL passengers unless instructed so by TfL

4.11. Tracking

All vehicles booked for Staff Travel must be able to be tracked on the same computer screen in the LUCC.

An option should be given for the passengers to monitor in real time the running of the booked vehicles.

4.12. Driver licence checks

It is the responsibility of the Service Providers to check and confirm that their drivers have an appropriate vehicles driver's licence and that their vehicle is licensed by Taxis and Private Hire (TPH).

4.13. Driver Training

The Service Provider shall also ensure that each of its driver is trained specifically on the particularities of the TfL Staff Travel requirements. The Service Provider should be able to demonstrate this through training records. TfL may request those training records at any time.

Each Service Provider's employee shall undertake a 'Safe and Fuel-Efficient Driving' (SAFED) training course within three months of the Contract Commencement Date, which shall consist of theoretical training and practical implementation skills and shall be a minimum duration of one hour; and shall also be required to undertake such course within three months of commencing such employment.

The Service Provider shall encourage its direct Subcontractors to undertake fuel efficient driver training that is the same or similar to the training referred to above.

4.14. Collision reporting

The Service Provider will notify LUCC senior staff of any collision in real time and Service Provider shall provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report on a quarterly basis, or more often if changes are made to vehicles or drivers delivering to or attending premises or sites managed by the Service Provider, and within five Business Days of a written request from TfL.

4.15. Obligations of the Operator regarding subcontractors

If using a subcontractor, the Service Provider shall ensure that the following details are captured and reported back to the LUCC: driver's name, Vehicle Registration Mark (VRM), driver's licence number, vehicle licence number, type of vehicle subcontracted to, PHV operator's name and licence number if subcontracted to an operator.

It is expected that the subcontractor will meet the same standards expected from the Service Provider.

4.16. Continuous Improvement and Innovation

The service provider is encouraged to submit any potential service efficiencies or initiatives that could be introduced over the life of the contract, including the timescales of implementation, the service impacts and the benefits (including financial) to TfL

5. ENVIRONMENTAL

5.1. General

The Service Provider shall ensure that they comply with all Applicable Requirements related to the environment; carry out its obligations in response to any environmental incidents.

5.2. Environmental Objectives

The Service Provider shall be able to demonstrate continued commitment to achieving zero emissions capable (ZEC) vehicles for use within this contract, in accordance with TfL requirements and the Mayor's Transport Strategy.

The Service Provider shall be aware of, and be able to show continued improvement towards the achievement of the following TfL environmental objectives:

- to reduce greenhouse gas emissions (CO₂).
- to reduce pollutant emissions to the air (NO_x and 'PM10').
- to reduce transport related noise and vibration.
- to minimise the risk of pollution and ensure no pollution incidents occur as a result of our activities.

5.3. Environmental Management System

The Service Provider shall operate an environmental management system from the Contract Commencement Date and throughout the Contract Period, which shall be independently accredited to BS EN ISO 14001 or equivalent at the start of the Contract Commencement Date.

5.4. Control of Vehicle Emissions

The Service Provider shall consider CO₂, air quality and noise impacts as part of the decision-making process when procuring and leasing road vehicles.

In accordance with the current Mayoral Transport strategies and TfL's commitments to achieving a zero carbon London by 2030 and ensuring zero emissions capable vehicles by 2033, the Service Provider shall be able to demonstrate compliance, with regards to all vehicles used within this contract, the following:

- The selection and purchase of all new vehicles must be either zero emission (EV) or plug-in hybrid, with a similar requirement to TfL's PHV and taxi ZEC standards

- Taxi: Euro 6 engine with 30-mile min ZE range and CO₂<50g/km
- PHV: Euro 6 engine with 10-mile min ZE range if CO₂<50g/km or 20-mile min range if CO₂<75g/km)
- Existing vehicles in the fleet must be subject to an annual improvement target, such as reducing CO₂ and NO_x/ PM from the fleet (average) by x% per year (as per supplier's plan) which ensures that the target for ZEV will be clearly met.

It is expected that the supplier will follow the latest TfL Emissions Standard in place throughout the term the time of the contract.

5.5. Environmental Reporting

The Service Provider shall set, measure, review, and report on annual improvement targets towards achieving the Mayor's target for zero carbon London by 2030. In addition, the Service Provider is required to report on their plan and progress towards ensuring all of their vehicles will be zero emission capable (ZEC) by 2033 at the latest as per the current London Mayor's Transport Strategy.

The Service Provider shall measure and report to TfL, on a year-to-date basis, on the following environmental indicators in relation to the contract:

- 'NO_x' and 'PM10' for air quality.
- energy consumption (amounts of electricity and gas/fuel).
- Report the average CO₂ (g/km) emissions for its total fleet for the vehicles used in connection with the provision.
- Emissions per mile or per hour.
- number of noise related complaints received and the Service Provider's response.
- number of pollution spill incidents to land or water caused by the Service Provider.

5.6. Pollution Prevention

In performing its obligations for this service, the Service Provider shall at all times use all reasonable endeavours to prevent any unlawful nuisance (including noisy working operations), obstruction, trespass, interference with any right of light, way, air or water, or other interference with the rights of any adjoining landowners, tenants or occupiers or any statutory undertaker; and not commit any act or omission whereby any property (including the air above, water running on or through the soil, subsoil or groundwater beneath) shall become contaminated with a substance which may have a deleterious effect on the environment or on human health, and the Service Provider shall

indemnify TfL from and against any and all Loss suffered by TfL from a failure by the Service Provider to comply with its obligations under this paragraph.

5.7. Waste electrical and electronic (WEE) equipment regulations 2006

When procuring any WEE Equipment for use in accordance with the Staff Travel Services whether by direct purchase by the Service Provider, purchase on behalf of TfL, lease or otherwise the Service Provider will ensure that, in accordance with the WEEE Regulations, the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of such WEE Equipment.

6. CONTRACT DELIVERY

6.1. Contract Management Arrangements

The Service Provider will be required to identify a named individual (Contract Manager) who will co-ordinate all services to be provided by the Service Provider, monitor the quality of the service provision, and liaise with LUCC Contract Manager/s on all matters related to performance and contract management.

TfL will appoint a Contract and Commercial Manager(s) who will be the main point of contact in TfL for all matters related to contract management across all usage of the Contract.

TfL's Contract and Commercial Managers and the Service Provider's Contract Manager will meet at least quarterly (monthly during the first quarter of the Contract) to review contract performance at TfL level against the Key Performance Indicators (KPIs). Other TfL or non-TfL customer or Service Provider personnel may attend these meetings at TfL's discretion, as deemed appropriate. All such contract review meetings will be hosted by TfL unless agreed otherwise.

6.2. Performance Management

TfL will implement a Service Level Agreement (SLA) and Management Reporting regime with KPIs as part of the contract with the selected Service Provider. This should incorporate, but is not limited to, management reporting, reference check monitoring, quality.

Specific SLAs and KPIs will be finalised and agreed after award of contract. As a minimum they will include all performance-related information set out within this Specification.

The Service Provider may also be required to meet, and report separately on, other SLA/KPI requirements imposed by other customers (for example GLA).

TfL can also manage the performance by mystery shopper.

In the first instance where there is an escalation or an unsatisfactory level of performance the LUCC will request an urgent meeting. The meeting request timing will depend on the severity of the escalation i.e. If the communication system were to fail and staff were unable to be at work on time, this would be an immediate requirement.

6.3. Contract Price Adjustment

Other than set out in the Pricing Schedule there shall be no change in the rates charged for any part of the Services under this Contract.

Service Providers are encouraged to submit pricing options that deliver better value for money.

The Contract includes a provision for indexation (Clause A16 in Schedule 2- Special Conditions of Contract).

With regards to Contract Price Adjustments, "CPI" shall mean the Consumer Prices Index (CPI ANNUAL RATE 00: ALL ITEMS 2015=100) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.

The CPI indexation can be found on the ONS website: <https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/d7g7/mm23?>

On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI to a maximum of 3.5% (or -3.5% as the case may be), from the fourteenth (14th) month preceding the month of adjustment (anniversary of the Service Commencement Date) to the second (2nd) month preceding the month of adjustment.

6.4. Performance Review

Regular performance meetings will be hosted by TfL unless agreed otherwise. TfL expects these meetings will take place at least quarterly (monthly during the first quarter of the Contract) although the frequency of these meetings will be subject to Service Provider performance.

The following information shall be made available or supplied by the Service Provider by electronic (Excel 2007 or csv file) format on a weekly basis:

For all journey types (weekly):

- a) Journey type
- b) Each journey reference / LUL job number.

- c) Internal LUL cost centre number
- d) Passenger employee number
- e) Pick Up address
- f) Drop down address
- g) Scheduled time of arrival at the first pick up point (date / time)
- h) Vehicle despatch time
- i) Actual time of arrival
- j) Wait time (if applicable)
- k) LUL cancellation cost (if applicable)
- l) Late arrival (if applicable)
- m) The time the journey ended (from the time of arrival)
- n) Mileage information
- o) Cost of the journey
- p) Admin charge (if applicable)
- q) Details of any specific incidents
- r) Reason provided by LUL for the journey

For all journeys (periodically):

- a) Summary of the above
- b) Summary of the performance showing the period service level percentage

Note that TfL periods are a period of 4weeks with 13 periods from 1st April until 30th March making a financial year. See Appendix D.

TfL will use the mobilisation period to work with the Service Provider and confirm and adjust the performance reporting as required.

6.5. Performance Adjustments

Scheduled Journeys shall be subject to the following performance adjustment:

Monday to Sunday

<u>Service Level %</u>	<u>Payment %</u>
100	105
97-99	101
95-96	100
93-94	99
90-92	98

85-89	95
80-84	91
<80	80

Calculation of service level:

$$\frac{(X-Y)}{X} \times 100 = z \text{ (multiplied by Scheduled vehicle rate = amount payable)}$$

Where:

X = Total number of vehicles requested by LUL during the four-week period, less any LUL cancellations

Y = Total number of vehicles not provided or arriving late at the first pick up point by five minutes or over due to fault of the Service Provider.

Z = Service level provided

Late Vehicles:

If a vehicle is between 10 and 20 minutes late 50% of the cost shall be refunded.

If the vehicle is more than 20 minutes late the full cost shall be refunded.

Red Alert Journeys – If the vehicle does not arrive within 10 minutes the full cost will be refunded

7. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

It is expected that the Service Provider will have as part of their service, a disaster recovery plan embracing their operations/call centre, systems and services.

This is to ensure that TfL continues to consistently support its operation, by getting staff to their place of work, when there is a reduced transport system in place, which is deemed of vital importance to its operations.

8. CHARGING, INVOICING AND PAYMENT TERMS

All invoices must be submitted electronically to TfL's payment system, with copies sent to TfL Accounts Payable, LUCC and TfL Commercial manager if requested. Other customers may require separate invoicing arrangements.

It is expected that the invoice format will match the weekly update provided for the Performance reviews with a detailed of cost incurred per journey types, cancellations and miles.

Note that TfL periods are a period of 4weeks with 13 periods from 1st April until 30th March making a financial year. Invoicing is expected to be based on TfL periods (4weekly). See Appendix D.

9. CONTRACT EXIT ARRANGEMENTS

TfL will expect the selected Service Provider to put in place a clear strategy to manage their exit from the contract, which will be agreed with TfL at the contract outset. This strategy, which the Service Provider must further develop into a full exit plan towards the end of the contract lifetime, may include, but not be limited to:

- Handover of any materials/IP/building passes/keys in the Service Provider's possession back to TfL
- Participation in any required handover activity, as specified by TfL (for example the transfer of existing relationships and knowledge to a new organisation)
- Participation (at the Service Provider's cost) in a final contract-level review and lessons learned exercise.

10. **APPENDICES**

A. Calling Points

Please refer to separate document file named 'tfl_scp_001889_itn_volume_2_appendix A_LU Calling Points List Apr2021'

B. Schedules

Please refer to separate document files named:

'tfl_scp_001889_itn_volume_2_appendix_B. Schedules A Apr2021'

'tfl_scp_001889_itn_volume_2_appendix_B. Schedules D Apr2021'

'tfl_scp_001889_itn_volume_2_appendix_B. Schedules G Apr2021'

'tfl_scp_001889_itn_volume_2_appendix_B. Schedules K Apr2021'

'tfl_scp_001889_itn_volume_2_appendix_B. Perm Crew Cabs Apr2021'

C. Journeys for 2019/2020 and 2020/2021

Please refer to separate document file named:

'tfl_scp_001889_itn_volume_2_appendix_C_journey_data'

D. TfL Financial Periods

Please refer to separate document file named: 'tfl_scp_001889_itn_appendix_D. Automated Period End Calendar'

E. Notepad file example (zip file)

Please refer to separate zip file named:

'tfl_scp_001889_itn_volume_2_Appendix_E_Notepad_Files_Examples'

Financial Period End Dates Calendar

2022-23

Period 1	Start	Finish
Week 1	01/04/2022	07/04/2022
Week 2	08/04/2022	14/04/2022
Week 3	15/04/2022	21/04/2022
Week 4	22/04/2022	30/04/2022

Period 2	Start	Finish
Week 1	01/05/2022	07/05/2022
Week 2	08/05/2022	14/05/2022
Week 3	15/05/2022	21/05/2022
Week 4	22/05/2022	28/05/2022

Period 3	Start	Finish
Week 1	29/05/2022	04/06/2022
Week 2	05/06/2022	11/06/2022
Week 3	12/06/2022	18/06/2022
Week 4	19/06/2022	25/06/2022

Period 4	Start	Finish
Week 1	26/06/2022	02/07/2022
Week 2	03/07/2022	09/07/2022
Week 3	10/07/2022	16/07/2022
Week 4	17/07/2022	23/07/2022

Period 5	Start	Finish
Week 1	24/07/2022	30/07/2022
Week 2	31/07/2022	06/08/2022
Week 3	07/08/2022	13/08/2022
Week 4	14/08/2022	20/08/2022

Period 6	Start	Finish
Week 1	21/08/2022	27/08/2022
Week 2	28/08/2022	03/09/2022
Week 3	04/09/2022	10/09/2022
Week 4	11/09/2022	17/09/2022

Period 7	Start	Finish
Week 1	18/09/2022	24/09/2022
Week 2	25/09/2022	01/10/2022
Week 3	02/10/2022	08/10/2022
Week 4	09/10/2022	15/10/2022

Period 8	Start	Finish
Week 1	16/10/2022	22/10/2022
Week 2	23/10/2022	29/10/2022
Week 3	30/10/2022	05/11/2022
Week 4	06/11/2022	12/11/2022

Period 9	Start	Finish
Week 1	13/11/2022	19/11/2022
Week 2	20/11/2022	26/11/2022
Week 3	27/11/2022	03/12/2022
Week 4	04/12/2022	10/12/2022

Period 10	Start	Finish
Week 1	11/12/2022	17/12/2022
Week 2	18/12/2022	24/12/2022
Week 3	25/12/2022	31/12/2022
Week 4	01/01/2023	07/01/2023

Period 11	Start	Finish
Week 1	08/01/2023	14/01/2023
Week 2	15/01/2023	21/01/2023
Week 3	22/01/2023	28/01/2023
Week 4	29/01/2023	04/02/2023

Period 12	Start	Finish
Week 1	05/02/2023	11/02/2023
Week 2	12/02/2023	18/02/2023
Week 3	19/02/2023	25/02/2023
Week 4	26/02/2023	04/03/2023

Period 13	Start	Finish
Week 1	05/03/2023	11/03/2023
Week 2	12/03/2023	18/03/2023
Week 3	19/03/2023	25/03/2023
Week 4	26/03/2023	31/03/2023

Financial Period End Dates Calendar

2023-24

Period 1	Start	Finish
Week 1	01/04/2023	07/04/2023
Week 2	08/04/2023	14/04/2023
Week 3	15/04/2023	21/04/2023
Week 4	22/04/2023	29/04/2023

Period 2	Start	Finish
Week 1	30/04/2023	06/05/2023
Week 2	07/05/2023	13/05/2023
Week 3	14/05/2023	20/05/2023
Week 4	21/05/2023	27/05/2023

Period 3	Start	Finish
Week 1	28/05/2023	03/06/2023
Week 2	04/06/2023	10/06/2023
Week 3	11/06/2023	17/06/2023
Week 4	18/06/2023	24/06/2023

Period 4	Start	Finish
Week 1	25/06/2023	01/07/2023
Week 2	02/07/2023	08/07/2023
Week 3	09/07/2023	15/07/2023
Week 4	16/07/2023	22/07/2023

Period 5	Start	Finish
Week 1	23/07/2023	29/07/2023
Week 2	30/07/2023	05/08/2023
Week 3	06/08/2023	12/08/2023
Week 4	13/08/2023	19/08/2023

Period 6	Start	Finish
Week 1	20/08/2023	26/08/2023
Week 2	27/08/2023	02/09/2023
Week 3	03/09/2023	09/09/2023
Week 4	10/09/2023	16/09/2023

Period 7	Start	Finish
Week 1	17/09/2023	23/09/2023
Week 2	24/09/2023	30/09/2023
Week 3	01/10/2023	07/10/2023
Week 4	08/10/2023	14/10/2023

Period 8	Start	Finish
Week 1	15/10/2023	21/10/2023
Week 2	22/10/2023	28/10/2023
Week 3	29/10/2023	04/11/2023
Week 4	05/11/2023	11/11/2023

Period 9	Start	Finish
Week 1	12/11/2023	18/11/2023
Week 2	19/11/2023	25/11/2023
Week 3	26/11/2023	02/12/2023
Week 4	03/12/2023	09/12/2023

Period 10	Start	Finish
Week 1	10/12/2023	16/12/2023
Week 2	17/12/2023	23/12/2023
Week 3	24/12/2023	30/12/2023
Week 4	31/12/2023	06/01/2024

Period 11	Start	Finish
Week 1	07/01/2024	13/01/2024
Week 2	14/01/2024	20/01/2024
Week 3	21/01/2024	27/01/2024
Week 4	28/01/2024	03/02/2024

Period 12	Start	Finish
Week 1	04/02/2024	10/02/2024
Week 2	11/02/2024	17/02/2024
Week 3	18/02/2024	24/02/2024
Week 4	25/02/2024	02/03/2024

Period 13	Start	Finish
Week 1	03/03/2024	09/03/2024
Week 2	10/03/2024	16/03/2024
Week 3	17/03/2024	23/03/2024
Week 4	24/03/2024	31/03/2024

Financial Period End Dates Calendar

2024-25

Period 1	Start	Finish
Week 1	01/04/2024	07/04/2024
Week 2	08/04/2024	14/04/2024
Week 3	15/04/2024	21/04/2024
Week 4	22/04/2024	27/04/2024

Period 2	Start	Finish
Week 1	28/04/2024	04/05/2024
Week 2	05/05/2024	11/05/2024
Week 3	12/05/2024	18/05/2024
Week 4	19/05/2024	25/05/2024

Period 3	Start	Finish
Week 1	26/05/2024	01/06/2024
Week 2	02/06/2024	08/06/2024
Week 3	09/06/2024	15/06/2024
Week 4	16/06/2024	22/06/2024

Period 4	Start	Finish
Week 1	23/06/2024	29/06/2024
Week 2	30/06/2024	06/07/2024
Week 3	07/07/2024	13/07/2024
Week 4	14/07/2024	20/07/2024

Period 5	Start	Finish
Week 1	21/07/2024	27/07/2024
Week 2	28/07/2024	03/08/2024
Week 3	04/08/2024	10/08/2024
Week 4	11/08/2024	17/08/2024

Period 6	Start	Finish
Week 1	18/08/2024	24/08/2024
Week 2	25/08/2024	31/08/2024
Week 3	01/09/2024	07/09/2024
Week 4	08/09/2024	14/09/2024

Period 7	Start	Finish
Week 1	15/09/2024	21/09/2024
Week 2	22/09/2024	28/09/2024
Week 3	29/09/2024	05/10/2024
Week 4	06/10/2024	12/10/2024

Period 8	Start	Finish
Week 1	13/10/2024	19/10/2024
Week 2	20/10/2024	26/10/2024
Week 3	27/10/2024	02/11/2024
Week 4	03/11/2024	09/11/2024

Period 9	Start	Finish
Week 1	10/11/2024	16/11/2024
Week 2	17/11/2024	23/11/2024
Week 3	24/11/2024	30/11/2024
Week 4	01/12/2024	07/12/2024

Period 10	Start	Finish
Week 1	08/12/2024	14/12/2024
Week 2	15/12/2024	21/12/2024
Week 3	22/12/2024	28/12/2024
Week 4	29/12/2024	04/01/2025

Period 11	Start	Finish
Week 1	05/01/2025	11/01/2025
Week 2	12/01/2025	18/01/2025
Week 3	19/01/2025	25/01/2025
Week 4	26/01/2025	01/02/2025

Period 12	Start	Finish
Week 1	02/02/2025	08/02/2025
Week 2	09/02/2025	15/02/2025
Week 3	16/02/2025	22/02/2025
Week 4	23/02/2025	01/03/2025

Period 13	Start	Finish
Week 1	02/03/2025	08/03/2025
Week 2	09/03/2025	15/03/2025
Week 3	16/03/2025	22/03/2025
Week 4	23/03/2025	31/03/2025

Financial Period End Dates Calendar

2025-26

Period 1	Start	Finish
Week 1	01/04/2025	07/04/2025
Week 2	08/04/2025	14/04/2025
Week 3	15/04/2025	21/04/2025
Week 4	22/04/2025	26/04/2025

Period 2	Start	Finish
Week 1	27/04/2025	03/05/2025
Week 2	04/05/2025	10/05/2025
Week 3	11/05/2025	17/05/2025
Week 4	18/05/2025	24/05/2025

Period 3	Start	Finish
Week 1	25/05/2025	31/05/2025
Week 2	01/06/2025	07/06/2025
Week 3	08/06/2025	14/06/2025
Week 4	15/06/2025	21/06/2025

Period 4	Start	Finish
Week 1	22/06/2025	28/06/2025
Week 2	29/06/2025	05/07/2025
Week 3	06/07/2025	12/07/2025
Week 4	13/07/2025	19/07/2025

Period 5	Start	Finish
Week 1	20/07/2025	26/07/2025
Week 2	27/07/2025	02/08/2025
Week 3	03/08/2025	09/08/2025
Week 4	10/08/2025	16/08/2025

Period 6	Start	Finish
Week 1	17/08/2025	23/08/2025
Week 2	24/08/2025	30/08/2025
Week 3	31/08/2025	06/09/2025
Week 4	07/09/2025	13/09/2025

Period 7	Start	Finish
Week 1	14/09/2025	20/09/2025
Week 2	21/09/2025	27/09/2025
Week 3	28/09/2025	04/10/2025
Week 4	05/10/2025	11/10/2025

Period 8	Start	Finish
Week 1	12/10/2025	18/10/2025
Week 2	19/10/2025	25/10/2025
Week 3	26/10/2025	01/11/2025
Week 4	02/11/2025	08/11/2025

Period 9	Start	Finish
Week 1	09/11/2025	15/11/2025
Week 2	16/11/2025	22/11/2025
Week 3	23/11/2025	29/11/2025
Week 4	30/11/2025	06/12/2025

Period 10	Start	Finish
Week 1	07/12/2025	13/12/2025
Week 2	14/12/2025	20/12/2025
Week 3	21/12/2025	27/12/2025
Week 4	28/12/2025	03/01/2026

Period 11	Start	Finish
Week 1	04/01/2026	10/01/2026
Week 2	11/01/2026	17/01/2026
Week 3	18/01/2026	24/01/2026
Week 4	25/01/2026	31/01/2026

Period 12	Start	Finish
Week 1	01/02/2026	07/02/2026
Week 2	08/02/2026	14/02/2026
Week 3	15/02/2026	21/02/2026
Week 4	22/02/2026	28/02/2026

Period 13	Start	Finish
Week 1	01/03/2026	07/03/2026
Week 2	08/03/2026	14/03/2026
Week 3	15/03/2026	21/03/2026
Week 4	22/03/2026	31/03/2026

Financial Period End Dates Calendar

2026-27

Period 1	Start	Finish
Week 1	01/04/2026	07/04/2026
Week 2	08/04/2026	14/04/2026
Week 3	15/04/2026	21/04/2026
Week 4	22/04/2026	02/05/2026

Period 2	Start	Finish
Week 1	03/05/2026	09/05/2026
Week 2	10/05/2026	16/05/2026
Week 3	17/05/2026	23/05/2026
Week 4	24/05/2026	30/05/2026

Period 3	Start	Finish
Week 1	31/05/2026	06/06/2026
Week 2	07/06/2026	13/06/2026
Week 3	14/06/2026	20/06/2026
Week 4	21/06/2026	27/06/2026

Period 4	Start	Finish
Week 1	28/06/2026	04/07/2026
Week 2	05/07/2026	11/07/2026
Week 3	12/07/2026	18/07/2026
Week 4	19/07/2026	25/07/2026

Period 5	Start	Finish
Week 1	26/07/2026	01/08/2026
Week 2	02/08/2026	08/08/2026
Week 3	09/08/2026	15/08/2026
Week 4	16/08/2026	22/08/2026

Period 6	Start	Finish
Week 1	23/08/2026	29/08/2026
Week 2	30/08/2026	05/09/2026
Week 3	06/09/2026	12/09/2026
Week 4	13/09/2026	19/09/2026

Period 7	Start	Finish
Week 1	20/09/2026	26/09/2026
Week 2	27/09/2026	03/10/2026
Week 3	04/10/2026	10/10/2026
Week 4	11/10/2026	17/10/2026

Period 8	Start	Finish
Week 1	18/10/2026	24/10/2026
Week 2	25/10/2026	31/10/2026
Week 3	01/11/2026	07/11/2026
Week 4	08/11/2026	14/11/2026

Period 9	Start	Finish
Week 1	15/11/2026	21/11/2026
Week 2	22/11/2026	28/11/2026
Week 3	29/11/2026	05/12/2026
Week 4	06/12/2026	12/12/2026

Period 10	Start	Finish
Week 1	13/12/2026	19/12/2026
Week 2	20/12/2026	26/12/2026
Week 3	27/12/2026	02/01/2027
Week 4	03/01/2027	09/01/2027

Period 11	Start	Finish
Week 1	10/01/2027	16/01/2027
Week 2	17/01/2027	23/01/2027
Week 3	24/01/2027	30/01/2027
Week 4	31/01/2027	06/02/2027

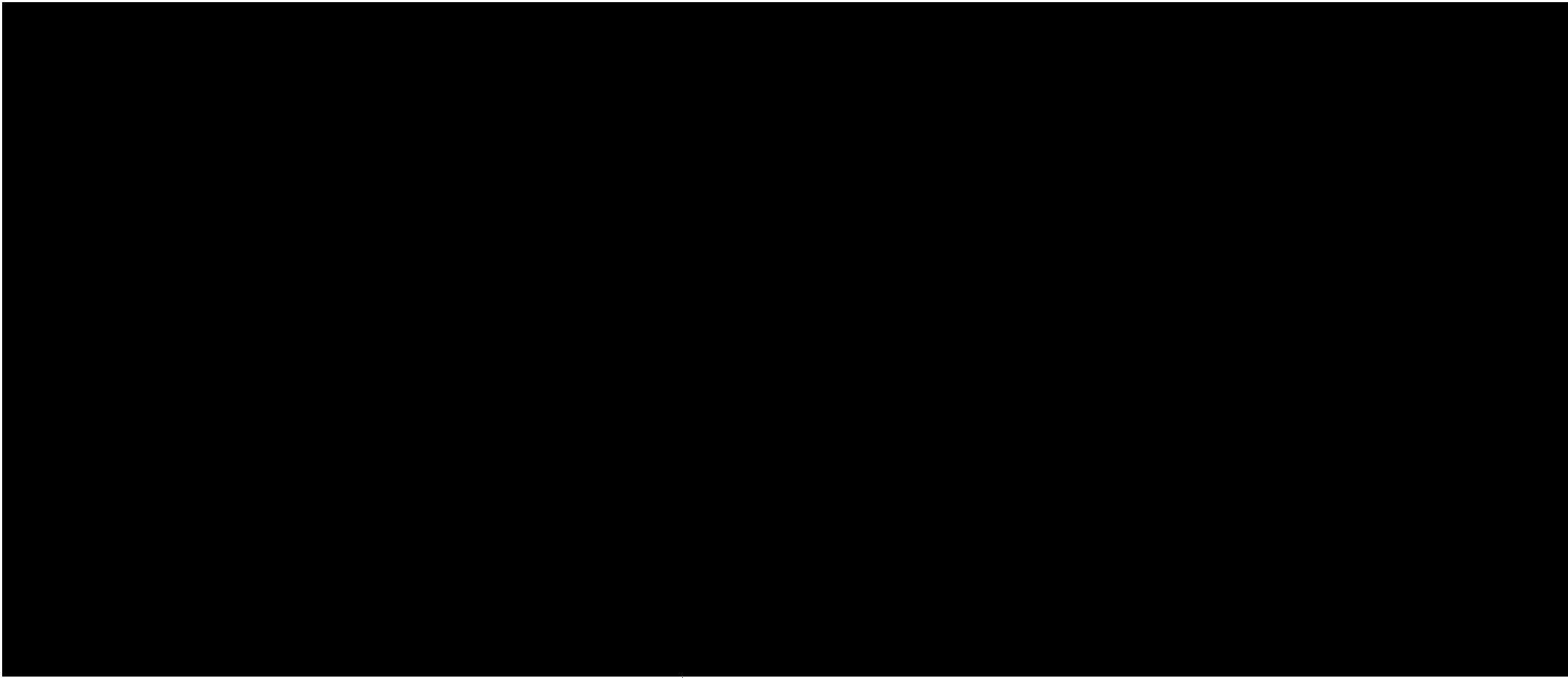
Period 12	Start	Finish
Week 1	07/02/2027	13/02/2027
Week 2	14/02/2027	20/02/2027
Week 3	21/02/2027	27/02/2027
Week 4	28/02/2027	06/03/2027

Period 13	Start	Finish
Week 1	07/03/2027	13/03/2027
Week 2	14/03/2027	20/03/2027
Week 3	21/03/2027	27/03/2027
Week 4	28/03/2027	31/03/2027

**SCHEDULE 3B – INVITATION TO SUBMIT (ITS) SUBMISSION - GT GETTAXI (UK)
LIMITED**

The first step in the process of identifying the best person for the job is to determine what the job entails. This involves a thorough analysis of the job's duties, responsibilities, and requirements. Once the job has been analyzed, the next step is to identify the skills and qualifications needed to perform the job effectively. This can be done by reviewing the job description and comparing it to the resumes of potential candidates. The third step is to conduct interviews with the top candidates. During the interview, the interviewer should ask questions that will help them assess the candidate's knowledge, skills, and experience. Finally, the interviewer should make a decision based on the information gathered during the interview process.

SCHEDULE 5 - PROJECT PLAN



SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

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

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....

For the Authority (signed)

.....

(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

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

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

Not used

SCHEDULE 8 – RE-TENDER COOPERATION

Schedule 2, Clauses A18 and A19 inclusive describe the expected processes which will be required for the Service Provider to undertake prior and during to the Invitation to Tender stage of any re-tender in relation to the Transfer of Undertakings Protection of Employment (TUPE).

SCHEDULE 9 – EQUALITY AND DIVERSITY AND INCLUSION (EDI) ACTIONPLAN

SCHEDULE 10 – SERVICE LEVEL AGREEMENTS AND KEY PERFORMANCE INDICATORS

Gett.

Attachment - Module F - Service Level Agreement

