

Contract Reference Number:

Date: ICT12850

**Contract for Services**  
**between**  
**Greater London Authority (GLA)**  
**and**  
**Team Kinetic**

**Version: Generic April 2017**



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**THIS CONTRACT** is made the 19 February 2018

**BETWEEN:**

- (1) Greater London Authority ( GLA) City Hall, Queens Walk, SE1 2AA (“**the Authority**”); and
- (2) [TeamKinetic Ltd ], a company registered in England and Wales (Company Registration Number [ 8181594]) whose registered office is at [ Office 14, Parkway 2, Parkway Business Centre, Manchester, M14 7HR] (“**the Service Provider**”).

**RECITALS:**

- A. [*Insert text that briefly describes the particular project/why the services are required*];
- 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 26.3;

“**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 and Emergency Planning Authority, 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 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

**“Charges”**

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

**“Confidential Information”**

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

	the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
<b>“Contract”</b>	this contract, including the Schedules and all other documents referred to in this contract;
<b>“Contract Commencement Date”</b>	the date for commencement of the Contract specified in Schedule 1;
<b>“Contract Information”</b>	(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;
<b>“Contract Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
<b>“Data Protection Legislation”</b>	means: <ul style="list-style-type: none"> <li>(a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li> <li>(b) from 25 May 2018 only, 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 (the "<b>General Data Protection Regulation</b>");</li> <li>(c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and</li> <li>(d) any statutory codes of practice</li> </ul>

issued by the Information Commissioner in relation to such legislation.

**“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;

**“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:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution



for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);

- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

**“Intellectual Property Rights”**

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

**“Key Personnel”**

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

**“Losses”**

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

<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Personal Data”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Processing”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Procurement Manager”</b>	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;
<b>“Project Plan”</b>	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;
<b>“Public Procurement Termination Event”</b>	has the meaning given to it in Clause 28.7;
<b>“Public Procurement Termination Grounds”</b>	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;
<b>“Service Commencement Date”</b>	the date for commencement of the Services set out in Schedule 1;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
<b>“Service Provider’s Personnel”</b>	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key

Personnel;

**“Services”**

- (a) subject to Clause 26.6 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 31; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

**“Specification”**

the specification and other requirements set out in Schedule 3;

**“Supply Option”**

**Chain**

**Finance**

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 26.

## **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 invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The 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 17, 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.

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

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be

immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

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

8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

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

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

## **9. Sub-Contracting and Change of Ownership**

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

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

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

9.2.2 be responsible for payments to that person;

- 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
- 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
  - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
  - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
  - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract 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 26.1.4.

**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](http://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 co-operate 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 12.4 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

**"Approved Progressive**                      An ongoing programme of personal



<b>Training”</b>	<p>development that uses a combination of theoretical, e-learning, practical and on the job training to ensure Drivers have the knowledge, skills and attitude to operate safely on urban roads and shall include:</p> <p>12.3.1 Safe Urban Driving (“<b>SUD</b>”) training to be undertaken every five years; or</p> <p>12.3.2 A training course, which in the reasonable opinion of the Authority is an acceptable substitute to SUD; and</p> <p>12.3.3 One safety related FORS e-learning module to be undertaken every twelve (12) months;</p>
<b>“Bronze Accreditation”</b>	<p>the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>;</p>
<b>“Car-derived Van”</b>	<p>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;</p>
<b>“Category N2 Lorry”</b>	<p>means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;</p>
<b>“Category N3 Lorry”</b>	<p>means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;</p>
<b>“Collision Report”</b>	<p>a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;</p>
<b>“Delivery and Servicing Vehicle”</b>	<p>a Lorry, a Van or a Car-derived Van;</p>
<b>“Driver”</b>	<p>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;</p>

<b>“DVLA”</b>	Driver and Vehicle Licensing Agency;
<b>“Direct Vision Standard” or “DVS”</b>	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 Lorry cab in relation to other road users. Further information can be found at: <a href="http://www.tfl.gov.uk">www.tfl.gov.uk</a> ;
<b>“FORS”</b>	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
<b>“FORS Standard”</b>	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“Front Underrun Protection”</b>	devices that are fitted at the front of Lorries and which comply with EC Directive 2000/40/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
<b>“Gold Accreditation”</b>	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“Lorry”</b>	a vehicle with a MAM exceeding 3,500 kilograms;
<b>“MAM”</b>	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
<b>“Side Underrun Protection”</b>	devices that are fitted between the front and rear axles of Lorries and which comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
<b>“Silver Accreditation”</b>	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

[www.fors-online.org.uk](http://www.fors-online.org.uk); and

**“Van”**

a vehicle with a MAM not exceeding 3,500 kilograms.

### **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 Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment 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 Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

### **Safety Features on Lorries**

12.5 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall have:

12.5.1 Side Underrun Protection fitted at a height not exceeding 550mm from the ground, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Lorry will not perform the function for which it was built if the Side Underrun Protection is fitted;

12.5.2 Front Underrun Protection fitted at a height not exceeding 400mm from the ground, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Lorry will not perform the function for which it was built if the Front Underrun Protection is fitted;

12.5.3 equipment fitted with an audible means of warning other road users of the Lorry’s left manoeuvre;

12.5.4 prominent signage on the Lorry to warn cyclists and other road users of the dangers of the Lorry’s near side blind spot and of getting too close to the Lorry; and

- 12.5.5 front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

### **Direct Vision Standard**

12.6 Where applicable:

- 12.6.1 the Service Provider shall comply with the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Contract: and

12.6.2 the Service Provider shall ensure that:

- 12.6.2.1 from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;

- 12.6.2.2 from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and

- 12.6.2.3 so far as reasonably practicable, the conditions at all sites and locations within the control of the Service Provider where:

- (a) the Services are being delivered, or
- (b) 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 N2 Lorry and Category N3 Lorry being used in the provisions of the Services. The Service Provider shall not incur any costs or make any changes to the site(s) without the prior written consent of the Authority.

### **Driver Licence Checks**

12.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:

- 12.7.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and

12.7.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last twelve (12) months:

12.7.2.1 0 – 5 points on the driving licence – six monthly checks;

12.7.2.2 6 – 8 points on the driving licence – quarterly checks; or

12.7.2.3 9 or more points on the driving licence – monthly checks.

### **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 Approved Progressive Training throughout the Term of the Contract.

### **Collision Reporting**

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:

12.9.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

12.9.2 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 working days of a written request from the Authority at anytime.

### **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 make a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 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 three 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 Lorries, Category N3 Lorries, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clause 12.4;

12.11.2 for Category N2 Lorries – Clauses 12.5, 12.7, 12.8, 12.9 and 12.10;

12.11.3 for Category N3 Lorries – Clauses 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10 and, where applicable, the appropriate provisions of the Heavy Goods Vehicle Direct Vision Standard Schedule; and

12.11.4 for Vans and Car-Derived Vans – Clauses 12.8, 12.9 and 12.10

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, 12.6 (where applicable), 12.7, 12.8, 12.9, 12.10, 12.11, and 12.12:

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. 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.

## 14. **Equipment**

### 14.1 Risk in:

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

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

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

14.2 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.

## 15. **Quality and Best Value**

15.1 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.

15.2 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.

## 16. **Records, Audit and Inspection**

16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 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

16.1.2 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 section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

- 16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **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.

18. **Indemnity**

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 18.2 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. **Insurance**

- 19.1 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:

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

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

19.1.3 product liability; and

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

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

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

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

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

## 20. **The Authority’s Data**

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

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

## 21. **Intellectual Property Rights**

- 21.1 The Service Provider hereby grants the Authority the use of the service providers IPR for the duration of this agreement.
- 21.2 All right, title and interest (including all Intellectual Property) in and to the Software and Documentation (**Software and Documentation IP**) shall be the property of The Service Provider and Authority shall acquire no right, title or interest in the service ("Products").
- 21.3 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.4 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.5 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

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

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

## 23. **Confidentiality and Announcements**

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

- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
  - 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
  - 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.
24. **Freedom of Information and Transparency**
- 24.1 For the purposes of this Clause 24:
- 24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
  - 24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
  - 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 24.2 The Service Provider acknowledges that the Authority:

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

decision regarding both publication and redaction of the Contract Information.

## 25. **Dispute Resolution**

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

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

## **26. Breach and Termination of Contract**

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

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

26.1.2 the Service Provider is subject to an Insolvency Event;

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

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

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

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

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

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

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

- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

## 27. **Consequences of Termination or Expiry**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

29. **Survival**

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

30. **Rights of Third Parties**

- 30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. **Contract Variation**

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

32. **Novation**

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

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

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

33. **Non-Waiver of Rights**

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

34. **Illegality and Severability**

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

35. **Notices**

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

if delivered by hand, at the time of delivery;

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

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

**36. Entire Agreement**

**36.1 Subject to Clause 36.2:**

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

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

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

**37. Counterparts**

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

**38. Relationship of the Parties**

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

**39. Further Assurance**

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

40. **Governing Law**

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

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

Signed by  
for and on behalf of  
the **Authority**



)  
Signature

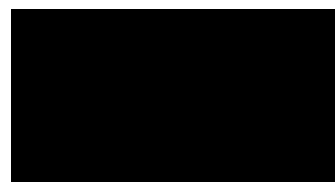
L. CORDINGLEY  
ASSISTANT DIRECTOR

Print name and position

Date: 19/02/18

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

)  
)  
)  
Signature



Print name and Director  
Christopher Martin

Date: 19/02/18

## **SCHEDULE 1 - KEY CONTRACT INFORMATION**

- 1. Contract Reference Number:**
- 2. Name of Service Provider:** TeamKinetic
- 3. Commencement:**
  - (a) Contract Commencement Date:** 19 February 2018
  - (b) Service Commencement Date:** 19 February 2018
- 4. Duration/Expiry Date:** 18<sup>th</sup> February 2019
- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

### **Clause 5.1**

Where no alternative is listed, the payment period shall be 4-weekly

### **Clause 5.2**

*[set out details of electronic invoice format to be used – see Ep2p Vendor Handbook appended to Standard Contract for Services Guidance Note]* n/a

### **Clause 5.4**

[  
Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

**\* *the period cannot exceed 30 days***

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

Greater London Authority

Accounts Payable

PO Box 45276

14 Pier Walk

London SE10 1AJ



Email:  
[accountspayable@tfl.gov.uk](mailto:accountspayable@tfl.gov.uk)<mailto:accountspayable@tfl.gov.uk>

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:  
[finance@teamkinetic.co.uk](mailto:finance@teamkinetic.co.uk)

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

8. Details of the Authority's Contract Manager

Name: Sophie Scowen  
Address: City Hall, Queens Walk, SE1 2AA





9. Details of the Authority's Procurement Manager

Name: Lauren Rogers  
Address: 6th Floor, 14 Pier Walk London SE10 0ES  
Email:



10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Chris Martin		Customer account management
Steve Hall		Implementation and technical support

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

90 days unless an alternative is listed here [*insert alternative if needed*]

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

**For the Authority:**

City Hall, Queens Walk, SE1 2AA for the attention of: Sophie Scowen

**For the Service Provider: Office 14, Parkway 2, Parkway Business Park, Princess Rd, Manchester, M14 7HR.**

**13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: N/A**

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

Team Kinetic will provide 3 full days training on-site in Year 1 of this project for up to 6 staff per day, to be deployed through out the year as the Customer see's fit.

Additional training can be purchased as required both on site and online.

The customer will have free access to our monthly Kinetic Academy sessions run via Facebook Live and one free ticket to our yearly volunteer management conference run in partnership with Manchester Metropolitan University.

## **SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT**

Contract ends 18 February 2019

- + Option to extend contract for 12 months (19 February 2019 - 18 February 2020)
- + Option to extend contract for 12 months (19 February 2020 -18 February 2021)

## SCHEDULE 3 – SPECIFICATION

### 1.1 Support

Monday – Friday from 9:00-17:00

Telephone support service for admin level users; complemented with online bug reporting and feature development “ticket” system. Issues can be logged, and fix times can be tracked on a case by case basis.

- Technical support during deployment period for volunteers
  - Response to an email query within 1 hour (during working hours)
  - Mission Critical Issue fixed within 24 hours of issue being logged.
  - Team on hand to deal with any technical issues raised by either administrators and or volunteers. Volunteer issues to be raised via Admin to TeamKinetic
  - Management System to be on hand and contactable during key dates such as shifts go live, training dates, first day of deployment and end of deployment.
  - Helpline for volunteers to contact if any issues arise with their account. (Monday-Friday 9:00-5:00)
- Technical support out of deployment period for volunteers
  - Email response 2-3 working days
  - Issue fixed within 5 working days

*Support during out of hours Deployment by Team London*

You will have access to both Account and Implementation managers personal mobile phone numbers who will respond within 2 hours and can provide a reliable service of an out of hours telephone support with appropriate diagnostics to allow us to communicate accurately to your volunteers.

Deployment Dates (Subject to change)

- Current known deployment of volunteers for 2018 includes:
  - Ambassador Selection centre 28 – 29 April
  - Ambassador Training 19 – 20 May
  - Ambassador Location Training 23 – 24 June
  - Ambassador Deployment 18 July – 02 Sept inclusive
  - The Boat Race 23 – 25 March
  - London Marathon 22 April
  - Ride London 28 – 29 July

- London's Autumn Season 02 Sept – 21 October (dates yet to be confirmed)

#### *Event or specific period enhanced support*

If you would like on-call support with 1 hour guarantee of response this can be purchased as required for specific dates and is chargeable.



Fees can be negotiated if required for extended periods.

A help library and resources for Volunteers, Opportunity providers and Administrations as well as a YouTube channel with help videos providing simple to follow how-to information accessible to everyone no matter what your technical ability.

#### 1.2 Hosting, security, and backups

This is Software as a Service that means your IT overhead for this application is extremely low with all hosting, security and backups being managed via our central team. We offer guaranteed UK hosting that is currently operating at 99.8% uptime with all scheduled maintenance occurring late on Sunday nights. All our server centres have mechanical redundancy and onsite security in place. With SSL as standard, regular penetration testing, load testing and a wide range of advanced third-party security features built into the system, you can be confident in the safety of you and your user's data.

The site automatically protects your data with half-hour transactional backups and nightly off-site backup.

- 1.3 Upon request for information to be removed from the database, requested data will be completely purged including back ups within 30 day period

- 1.4 Up to 6 Admin users per Application

Major City License applications can have up to 6 Admin accounts as standard.

#### 1.5 Site design and branding

As a standard part of the application installation and management, you can add your logos, wallpaper, photographs, media, colour scheme and feeds from social media. The content management system allows you significant on-going control over the site, so you can continue to add content and control the overall aesthetic of the site.

The service provider will ensure that all site design and branding will not be shared externally of the GLA

#### 1.6 On-going developments and improvements

With three significant updates, each year and any minor bug fixes caught in smaller interim updates, we invite our customers to engage directly with the

development team. We continue to meet the demands of the sector in the most effective manner possible. The Service provider will gain approval from GLA prior to the implementation of developments, improvements and updates to avoid disruption to users

#### Use of the TeamKinetic native phone applications

- 1.7 Free access to our two-day volunteer conference we host in partnership with Manchester Metropolitan University.

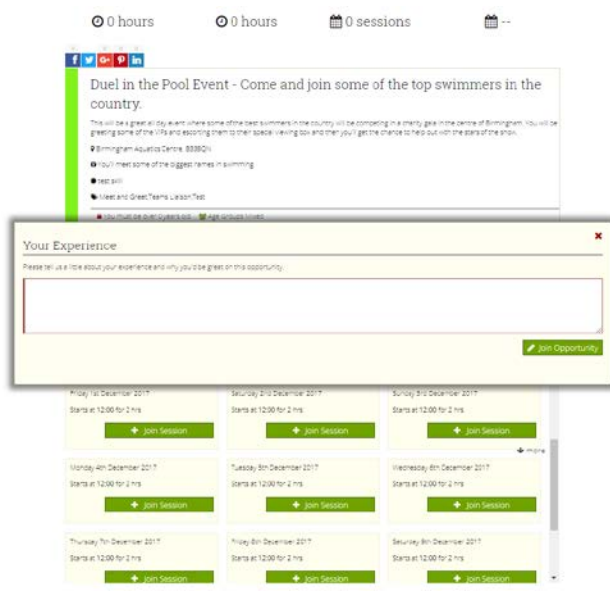
Bringing volunteer managers to look at our development direction, examine our current product in a master class environment and allowing academic and practitioner experts to network, share and learn. We believe strongly in the development and dissemination of best practice and the benefits that come when volunteer managers are provided with the opportunity to meet and talk with each other.

#### 1.8 Information Sharing

The GLA Team Kinetic system will work on its own in isolation. GLA volunteering opportunities, volunteers, feedback or any other such information related to, concerning or owned by the GLA will not be shared with other Team Kinetic customers or users.

#### Details of Activities and Deliverables

Activity	Service Provider Deliverable
3.1.1 Application form, Data transfer and data security	
Application Form Branding	<p>TeamKinetic is a white label SaaS product.</p> <p>The application form will be framed in site with your logo, colour scheme, footer and links to your home page, contact us page and about us page. You can also add your own custom fields to this application.</p> <p>The service provider will ensure that all site design and branding will not be shared externally of the GLA</p>
Application Process	
Personal Details	<p>GLA will provide a list of personal details that will need to be captured. All personal information will need to be collected and stored in adherence to GDPR regulations, this includes statements of intent at the point of data capture.</p>

<ul style="list-style-type: none"> <li>Address Details</li> </ul>	<p>Service provider uses Postcode recognition in the UK and Geo-location based on address description for the rest of the world</p>
<ul style="list-style-type: none"> <li>A bit about yourself</li> </ul>	<p>This would be a user defined field that can be stored in the volunteer notes section. These notes are visible to Admin level users and the volunteer to whom the information belongs. This information must be editable to both Admin users and volunteers. In the system you can also specify as required on an opportunity by opportunity basis if you require to find out a little bit more about the volunteer and why they think they are suitable for a particular role</p> 
<ul style="list-style-type: none"> <li>Skills and experience</li> </ul>	<p>This would be added as a user defined field or multiple fields. We can also prompt a user to upload certification or training history at this point. This should be visible to Admin level users and the volunteer to whom the information belongs. This information must be editable to both Admin users and volunteers.</p>
<ul style="list-style-type: none"> <li>Method of Travel</li> </ul>	<p>This would be captured via a multiple choice drop down or check box and would be an Admin defined field.</p>
<ul style="list-style-type: none"> <li>Uniform sizing</li> </ul>	<p>Many of our customers collect this data, but sizing information is often dependant upon the particular uniform supplier, as such this is created as a "Admin Defined set of Fields" in TeamKinetic</p>
<ul style="list-style-type: none"> <li>Emergency contact details</li> </ul>	<p>Emergency Contact detail and next of Kin are captured as required fields in TeamKinetic. This should be visible to Admin level users and the volunteer to whom the information belongs. This information must be editable to both Admin users and volunteers</p>

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[If you are looking for volunteers register as a provider](#)

## Register as a new Volunteer

1

2

3

4

5

### Contact Details

Select country

United Kingdom

Postcode

CB99QQ

Find Address

Address

2 Grenadier Road

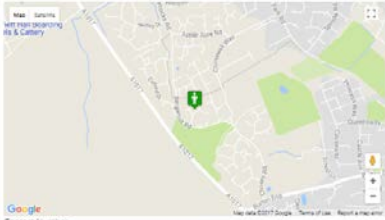
City

Haverhill

County/Region/Area

Suffolk

If you wish to refine your location just drag and drop the pin.



Map data ©2017 Google, Terms of Use, Report a map error

Contact Number

01440288969

Emergency contact name

Craigie Smith


Emergency contact number

012880 25869

Next

Example of Admin view of Volunteer Profile

## Screen shot of admin Volunteer profile



020

0

[Profile](#)
[Social Networks](#)
[Notifications](#)
[Change Photo](#)
[Change Password](#)
[Your Opportunities](#)
[Close Account](#)

Edit Profile

Criminal Check Valid: ✓ Induction Attended: ✓

Criminal Check Number: 176C0768-9, issued by:

### Personal Details

Name

Margaret Pugh

Your mobile number

7676032768

Your email address

kangaroll@yahoo.co.uk

Your date of birth

24/03/1954

Your gender

Prefer not to say

### Address and Location

Address

54 St James Rd

City

Birmingham

County/Region/Area

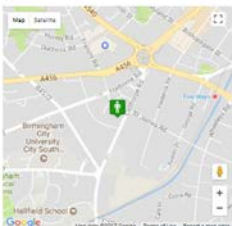
West Midlands

Postcode

B151JL

Change

If you wish to refine your location just drag and drop the pin.



Map data ©2017 Google, Terms of Use, Report a map error

Do you have any disability, illness, allergies or support requirements we should be aware of?

Yes

Do you consider yourself to have a disability?

Yes

Brief details of any specific requirements you might have:

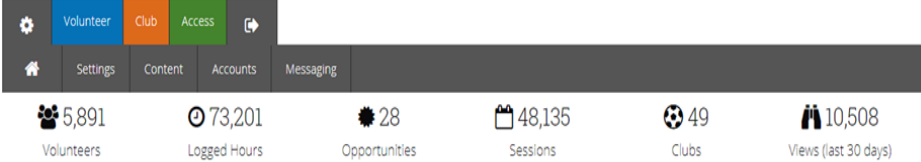
Test Disability Field Description

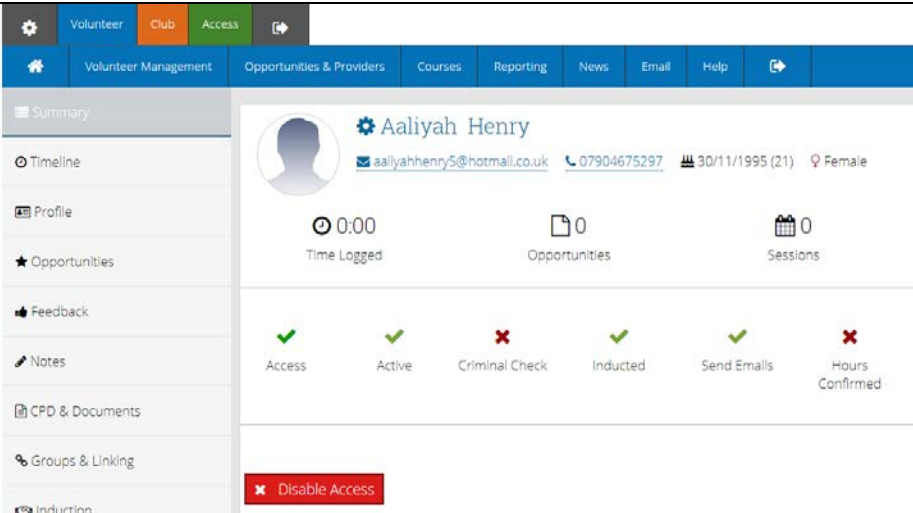
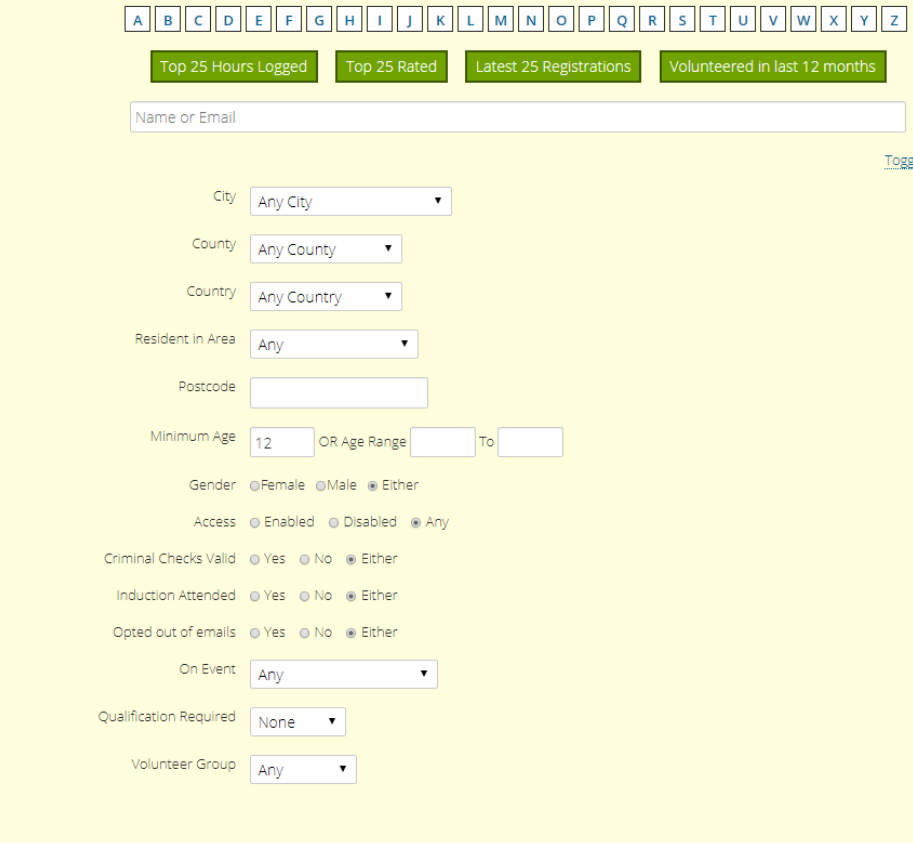
Emergency contacts name

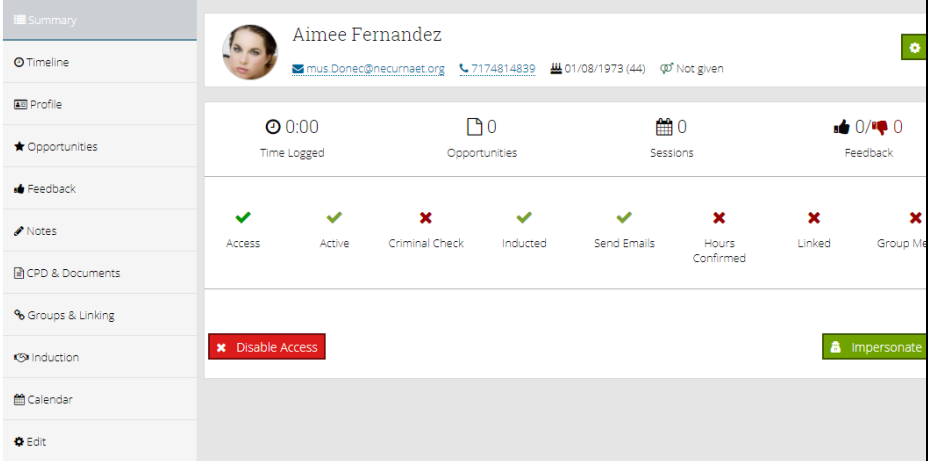
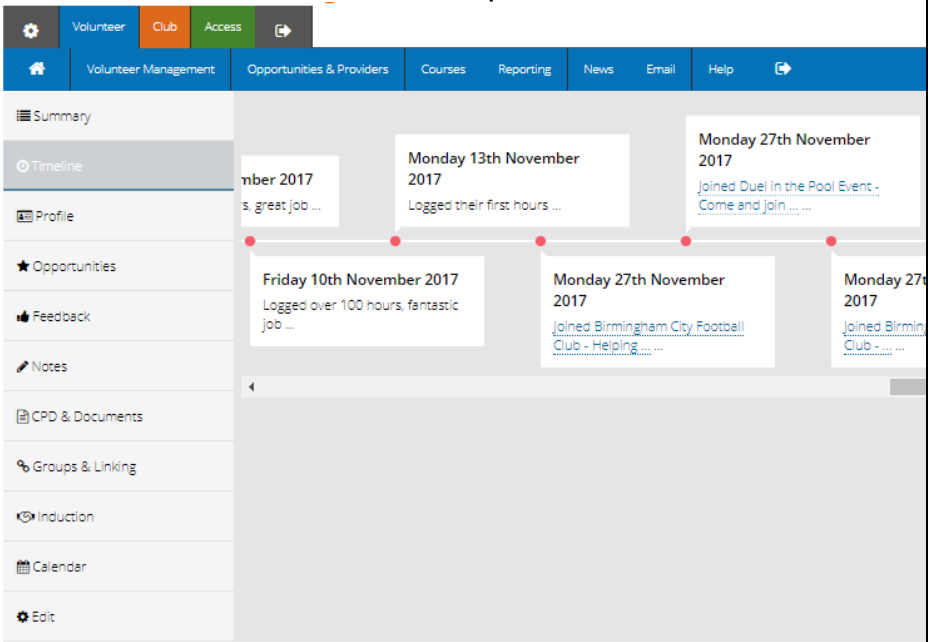
Emergency contacts number




Data Migration	<p>Data migration is possible as you have described, Volunteers can be landed on their profile page and be requested to fill in any missing data fields. They can also update profile photo and change information that might now be out of date.</p> <p>It would then be possible to look at the accounts that remain inactive after the migration at fixed time periods to see if the volunteer has followed through on the migration.</p> <p>Data can be cleansed based on those that do not log onto their new TeamKinetic account if required. The data that will migrated will be specified by GLA</p>
Data Hosting Policies and Procedures	<p>This is Software as a Service, that means your IT overhead for this application is extremely low.</p> <p>With all hosting, security and backups being managed via our central team. We offer guaranteed UK hosting that is currently operating at 99.8% uptime with all scheduled maintained occurring late on Sunday nights. All our server centres have mechanical redundancy and onsite security in place. With SSL as standard, regular penetration testing, load testing and a wide range of advanced third-party security features built into the system, you can be confident in the safety of you and your user's data. The site automatically protects your data with half-hour transactional backups and nightly off-site backup.</p> <p>Upon request for information to be removed from the database, requested data will be completely purged including back ups within 30 day period</p>
Data Hosting / Data Controller	<p>TeamKinetic are in the first instance the data controller, but we have an extremely limited licence via our agreement with you the customer</p> <p>Team Kinetic grant you our customer an unlimited licence to your data and this is reflected in the EULA. If you download your data from our site, you become data controller and can use that data in accordance with your own data policies. See screen shot 4 to see how simple downloading your data is.</p>
Data Access - All Users	Volunteers and what we refer to as Providers can access their data 24/7 365 days a year.
Data removal - Volunteers / Providers	<p>Volunteers and Providers are able to remove them selves from the service at any time</p> <p>Upon request for information to be removed from the database, requested data will be completely purged including back ups within 30 day period</p>
Data removal - Admin Users	Admin users can impersonate any user and remove them if required; they can also suspend users (temporary) and block problem users.
3.1.2 - Portal Management (Admin user)	

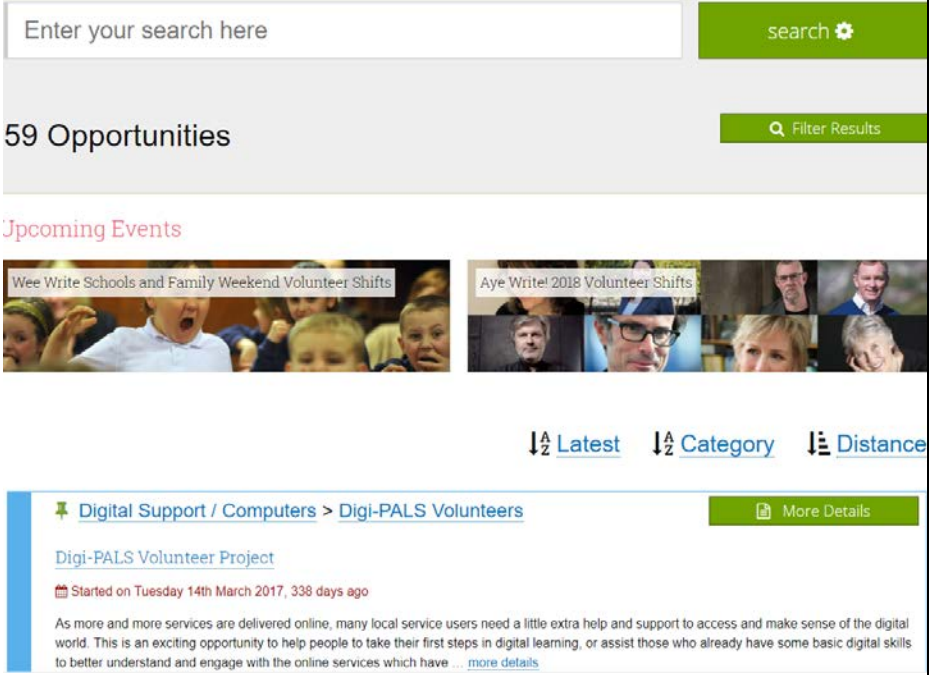
<p>Management system will need to create a portal for administrators (Team London) this portal will be a restricted use for only those who have been granted access.</p>	<p>You can see an example of the Admin dashboard on screen shot 5. This page is a quick guide of Admin tasks, new opportunities, providers and volunteers. Admin users have a range of quick tools that make it simple to keep up to date with daily tasks in the system.</p> 
<p>Each administrator would need a bespoke log in that would track all the action that user makes in the system</p>	<p>We have a range of "Privileges" that can be granted with in TeamKinetic. These include "Super-Admin", Admin and Provider. From my understanding of the Team London programme you would employ all of these user types.</p> <p>Super Admin - Provides the most Snr. Access and can create new admin users and providers.  Admin Users - They can see all Opportunities and Volunteers but have a more limited view on personal data  Providers - Can only see Volunteers who are related to opportunities they are responsible for and also get a limited view of volunteers personal information. We try to only share information that is essential to running an effective voluntary opportunity.</p>
<p>These profiles must be flexible, to allow for control over what information different users can view and/or edit.</p>	<p>Both Admin users can Edit and View all Opportunities, Providers and Volunteers.  Providers can only Edit their own Opportunities and can only see data related to their own opportunities.</p>
<p>Ability to complete an application form on behalf of users as well as reset</p>	<p>Admin users are able to undertake all process' on behalf of volunteers including account creation and opportunity management. This is done through our "Impersonate" function</p>

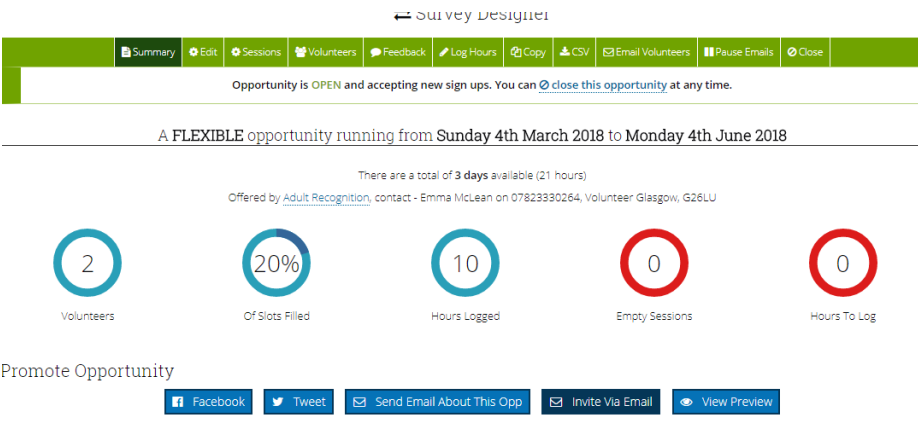
<p>user passwords.</p>	
<p>Search volunteers – administrators should have the ability to search volunteers through a simple search bar</p>	<p>We have an extensive range of search filters and options for volunteers. [logged in as a Manager]. From the volunteer search page you can create communications groups, special interest groups etc.. for email or SMS</p> 
<p>Doing this search administrators can be able to view individual's details. Along with this there</p>	<p>[logged in as a Manager] You can see a volunteer profile page, these pages can be configured based on your requirements.</p>

<p>should be the ability to edit information to help with updates on address etc.</p>	
<p>o They should also be able to view a history of all shifts the volunteers have completed along with the status of whether they attended or not.</p>	<p>See screen shot 7 to see an example of the volunteer time line</p> 
<p>• Add volunteer roles &amp; skills – administrators should have the ability to add roles and skills to tag volunteers.</p>	<p>In Team Kinetic we use a "Group" function for Volunteers rather than a "Tag" function, but it essentially provides the same functionality. Volunteers can be added to Groups by Admins and Providers and those groups can be used to search and limit access to opportunities based on the volunteer being appropriately able and qualified.</p>
<p>o Our Team London Ambassadors go through a much</p>	<p>You can identify Volunteers on a case by case basis and place this into group stats have much higher levels of pre-request's. You can also make volunteers "Providers" so they can manage groups of other volunteers where required.</p>

higher level of recruitment and training than major event volunteers therefore they should be the only users that can see shifts for the Ambassador programme.	
o Skills and experience will need to be added to profiles to make report building and analysing easier, for example we would want to tag our volunteers if they speak an additional language to English we would then be able to report on how many volunteers we have onsite that speak a second language.	Using a combination of previous volunteer experience, qualification, skills and training captured during the onboarding process, and looking at the volunteer history, the admin user is able to place volunteers into “groups.” This allows for affective stratification of your volunteer cohort based on any required criteria and be able to report appropriately.
· Create events, shifts, venues	
o Administrators should be able to create and	You can see an example of one of customer’s event pages This page has its own CMS and brings opportunity data from all providers delivering at the event. Events are searchable as their own entity in Search.

<p>name events within the system.</p>	
<p>o Within these events there should be the ability to create shifts across multiple venues.</p>	<p>We can create multiple venue and multiple opportunity events as required, using multiple providers.</p>
<p>o Administrators should be able to tag/role shifts so that only volunteers with that certain tag/role can register a shift for that event.</p>	<p>Opportunities can be created in a manner that allows only volunteers who are in a particular group, have a DBS, are inducted or have an appropriate qualification can access them. Opportunities can also be created that are first come first serve or require an application or short listing process.</p>
<p>o Any shift that has no tag/role should be available to any volunteer on the database.</p>	<p>You can see what an opportunity looks like by visiting hitting the search button on any site. A search result page produces the following results</p>

	
<p>o Venues should be able to be created on their own and be associated to events when needed. Venues are required to have a gps map coordinates so that volunteers can pin point a specific meeting point and can see it clearly on a map.</p>	<p>Venues and providers are interchangeable in our system; you may have multiple providers at a single venue or a venue that is the provider with multiple opportunities or both. In each case a volunteer can search by postcode or geo-location and find all opportunities that relate to that venue.</p>

<p>Administrators should be able to create events and keep them in draft so they are not visible to volunteers. Once administrators choose to put the opportunity live volunteers should be notified there is something new and available on the portal.</p>	<p>Opportunities and events can be opened and closed as required; this in essence holds the entity as a draft.</p> <p>Volunteers who have been on a previous opportunity for that provider can easily be sent a system created email with single "Invite Volunteers" function.</p> <p>An opportunity can also be shared to Twitter and Facebook of the provider and the admin.</p> 
<p>Administrators will also need the ability to mark volunteers as attended or absent for their shifts so that we can see the overall statistics and also monitor attendance rates and analyse why volunteers are not attending</p>	<p>Volunteers should be unable leave feedback for any opportunity. GLA admin users and Team Leaders (appointed volunteers from the volunteer pool) will log hours and attendance</p> <p>Volunteers will be able to (but do not have to) log hours on their profile, these hours are not used in any reporting. The logging of volunteer hours will prompt the application to present the volunteer with the survey link which will take the volunteer to the Team London created post-opportunity survey.</p>
<p>Communicate with volunteers through</p>	<p>Volunteers will only receive communications from the GLA. All communications will need to be drafted and approved by the GLA</p>



portal	
o Administrators should be able to use the portal to communicate with volunteers, this can be from sending emails about an event with briefing information and or thanking volunteers for attending.	<p>Emails appear to come from Team London and will be branded as such, the reply address will be the active info@ or which ever email address you wish to nominate for the account.</p> <p>It is simple to send out  random group email  individual email  event specific email  opportunity specific email  session specific email.</p> <p>You can also send out SMS text messages in the same instances as an admin user.</p> <p>These emails can contain attachments and have a WISWIG (What you see is what you get) editor built in.</p> <p>All communications will need to be drafted and approved by the GLA</p>
o Volunteers will need to receive automatic reminder communications prior to an event this will need to be either by email or SMS messaging.	<p>The system is configured to send SMS and email reminders a week prior and 24 hours prior to an opportunity session.</p> <p>All communications will need to be drafted and approved by the GLA</p>
o Uploading downloadable documents for volunteers to read after a volunteering briefing takes place – we would also want to upload,	<p>You can control access to the documents via controlling access to the opportunity.</p> <p>see screen shot 9 to see how this looks on the opportunity creation page.</p> <p>Volunteers will not have access to upload information, they will only be able to download documentation provided by the GLA</p> <p>The volunteer upload option is selectable on an “opportunity” basis but is set to “off” by default.</p>

volunteer manuals, expenses forms these should also only be available to specific tag / roles.	
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- Reports

Administrators can create single reports on any information they need. This information can be from personal details such as contact number, emails, address. To seeing how many volunteers have booked a shift for an event.

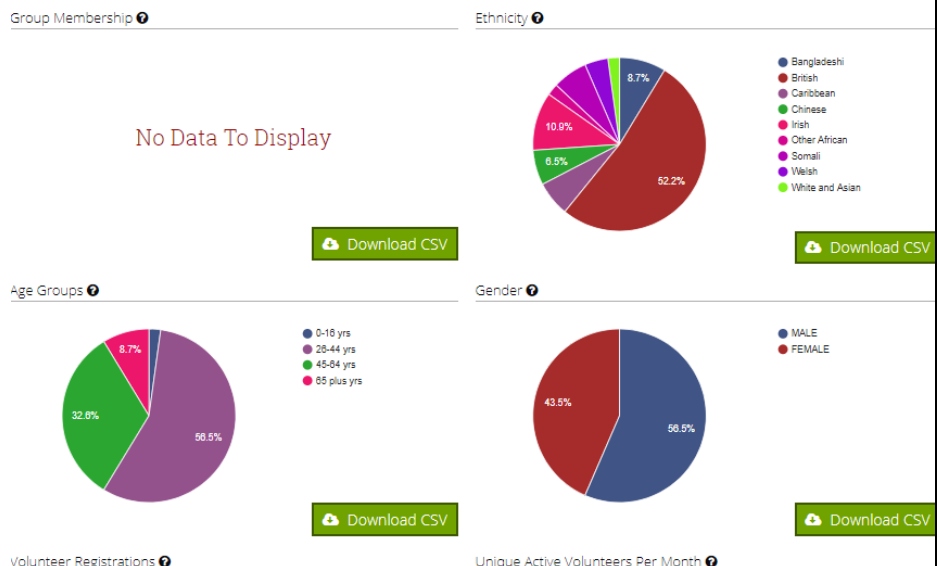
Team Kinetic has extensive download options that allows Admin users to create specific reports external to the system using CSV as demonstrated with the sample data below

### Opportunity Specific Download example data

[illegible]

There is a range of built in reports that can also be run and downloaded by the Opportunity Provider and Administrator. There is a small sample available below.

## Opportunity Provider report example wiCSV download options



A summary of reports available

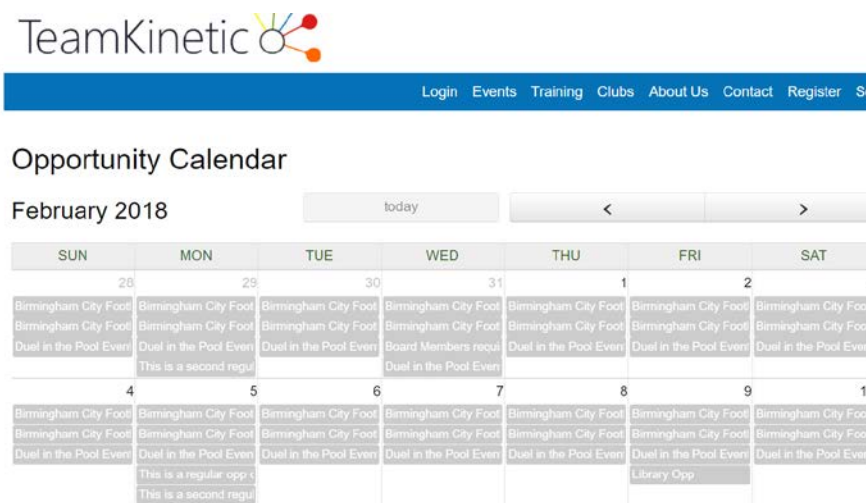
## Web Analytics

You can see how many hits your site has had within various time frames. This is useful to see the impact of a particular volunteer drive. It is also helpful to identify if your advertising techniques are really driving traffic to your site.

	<p><b>KPI's Percentage of Total</b> This is a list of common KPI's which have been requested by various organisations. It tells you exactly what percentage of the total volunteers falls into 9 key categories.</p> <p><b>Ethnic Groupings</b> This graph shows a breakdown of every registered volunteer (active and non-active) by their ethnic origin.</p> <p><b>Volunteer Age Distribution</b> Shows a breakdown of volunteers by age groups.</p> <p><b>Volunteer Groups</b> Shows the breakdown of volunteers by groups.</p> <p><b>Note:</b> Volunteers can be grouped within the VOLUNTEER MANAGEMENT &gt; FIND VOLUNTEERS page (see FIND VOLUNTEERS)</p> <p><b>Opportunity Numbers</b> Shows the number of opportunities that have been cleared, suspended and removed.</p> <p><b>Provider Logged Hours by Opportunity Type</b> When a opportunity is created it is assigned to one of the following categories by the provider: Clubs, Community, Education and Events. This graph shows the number of volunteer hours which have been completed across the 4 categories (Clubs, Events, Community and Education).</p> <p><b>Opportunity Categories</b> This graph shows the breakdown of all opportunities past and present by activity type (eg. Ball sports, racket sports etc).</p> <p><b>Provider Logged Hours by Opportunity Category</b> Shows the number of volunteer hours which have been completed on within each of the opportunity activity categories.</p> <p><b>Volunteer Registrations</b> A monthly analysis of the number of volunteers who have registered on the system.</p> <p><b>Unique Active Volunteers</b> A monthly analysis of the number of volunteers who have actively been on at least one opportunity each month.</p> <p><b>Available Opportunity Sessions</b> A monthly analysis of the number of sessions available for volunteers to apply for.</p>
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o These reports need to be flexible and adaptable so that administrators can run them at any time they are required.	All our reports are exportable in to CVS, can be run any time and are based on real time data. We are adding an SQL report builder in February 2018 for even greater control of reports. We offer a bespoke report service for more complex reports and macros.
o Reports should be downloadable in an excel format with individual cells for each field.	Reports are available as standard

· Accessible	
o The portal should be easy to navigate for volunteers.	<p>Team Kinetic is built with a friendly user interface as paramount. Volunteers do not require any training to use the system.</p> <p>All menus are very intuitive with lots of help tips visible next to user fields.</p> <p>Support Materials</p> <p>We have extensive support materials available via the appropriate user profiles with in the site. You can see examples of these by following the following links.</p> <p><a href="http://guide.teamkinetic.co.uk/">http://guide.teamkinetic.co.uk/</a></p> <p>You can see a selection of the help videos available on our public You tube channel</p> <p><a href="https://www.youtube.com/channel/UCtn9LmCnhskZVhJaV3r7Ckw">https://www.youtube.com/channel/UCtn9LmCnhskZVhJaV3r7Ckw</a></p> <p>We also offer monthly Kinetic Academy sessions, which are interactive Facebook Live webinars where customers can ask the expert and share ideas on how they get stuff done.</p>
o The portal will need to be adaptable so that hearing impaired and	All pages are tagged so that visually impaired users can hear what images and options are on display when they hover their mouse over, and there is no sound so having a hearing impairment will not be a problem.

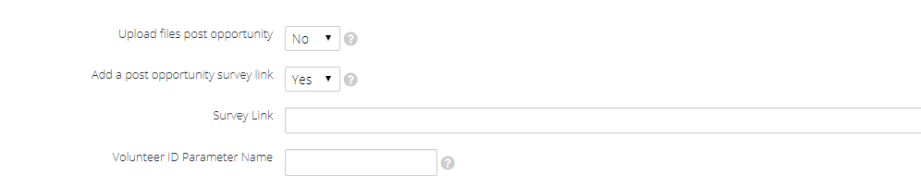
visually impaired software can be used to navigate the same platform.	Team Kinetic undertake an accessibility Audit upon release on each new version. The audit is undertaken in accordance with WCAG standard
<ul style="list-style-type: none"> <li>Search events and shifts</li> </ul>	
<ul style="list-style-type: none"> <li>Volunteers should be able to search events, by either the title of the event, or by date ranges for example 12 November – 14 November and or search the entire database of live events.</li> </ul>	<p>Volunteers can search events by title (or just entering part of a title). They can also use the calendar function to see which events are available on specific dates. If they just click the SEARCH button they will see all of the opportunities.</p> 
<ul style="list-style-type: none"> <li>When events appear all the available shifts for that event should appear.</li> </ul>	<p>If the volunteer selects the event, it will show them all opportunities available on that event (e.g. Referees, Stewards etc.), and by selecting an opportunity they can see all the available SHIFTS.</p>
<ul style="list-style-type: none"> <li>Volunteers should be able to book and cancel shifts at their own convenience, volunteers should not be able to book two shifts on the same day.</li> </ul>	<p>Volunteer can book and cancel shifts at their own convenience, and opportunities can be setup to prevent volunteers joining more than one session on the same day. If an opportunity spans more than one day a limit will also need to be placed on the number of shifts a volunteer can schedule. A time limit will need to be set for cancellation of shifts (48 hours prior to a shift taking place)</p> <p>Volunteers will not be able to remove them selves within 48 hours of an opportunity. If they try to do so they will be provided with a display window containing text supplied by the customer.</p> <p>Shift limitations for volunteers will be available on an opportunity by opportunity basis.</p>

<ul style="list-style-type: none"> <li>View information documents related to their shifts and events</li> </ul>	
<ul style="list-style-type: none"> <li>Volunteers can search information in the events they are booked onto to find out about any briefing notes or general updates about the event.</li> </ul>	<p>Administrators can create EVENT pages, these pages offer generic information about the event, and can be updated at any time. If there is a change to opportunities TIME/DATE an email is automatically sent to the relevant volunteers informing them of the change.</p> <p>Automatic emails will need to be drafted and approved by the GLA</p>
<ul style="list-style-type: none"> <li>These information documents should be able to be downloaded in a printable format.</li> </ul>	<p>In our next update there will be a PRINT OPPORTUNITY button, which will create a PDF of the key opportunity information.</p>
<ul style="list-style-type: none"> <li>Personal Information</li> </ul>	
<ul style="list-style-type: none"> <li>Volunteers should be able to view their own personal details such as email, address, contact information. They should also be able to update this themselves.</li> </ul>	<p>Volunteers can view and update their personal information at any point.</p> <p>Upon request for information to be removed from the database, requested data will be completely purged including back ups within 30 day period</p>
<ul style="list-style-type: none"> <li>They should also be able to view and update their uniform sizes as and when this is required.</li> </ul>	<p>Volunteers can view and update any custom fields (eg. Uniform sizes) as required</p> <p>Upon request for information to be removed from the database, requested data will be completely purged including back ups within 30 day period</p> <p>.</p>
<ul style="list-style-type: none"> <li>They should also be</li> </ul>	<p>When a volunteer logs in they automatically see which events they have joined, from here they can choose to LEAVE by</p>

able to cancel their own shifts when they view them in their calendar, again there should be a simple click and cancel option.	simply clicking on the leave button.
· Log their own expenses (desirable)	
o volunteers should be able to log their own expenses onto the system in which can be sent straight to the administrators to approve.	Administrators can upload documents like an expense form to opportunities (events), these documents can then be accessed by volunteers and re-uploaded against the event, so the administrator can access the information.
· Receive communication on Events and shifts (essential)	
o Volunteers should be able to receive communications about events they have signed up to or interested in as well as general updates.	<p>Event creators can easily send updates to event volunteers via SMS text or Email. These messages could be anything from event updates to personal thankyou's.</p> <p>Communication emails will need to be drafted and approved by the GLA</p>
· Team Leaders able to access portal to record attendance of volunteers. (essential)	
o Team Leaders can only view who is on shift at their location or team.	Team leaders need to be able to log attendance by logging into the system independently
o Personal data of other volunteers should be restricted to Team Leaders.	Team leaders need to be able to log attendance by logging into the system independently, when doing so they should only be able to see names of those attending the same date and time as them.

3.1.4 Training for Administrators and Volunteers	
<ul style="list-style-type: none"> <li>Training for administrators will need to be provided on how to use the functionality of the system this should be a day's training and should be offered as a refresher every year the contract is extended.</li> </ul>	<p>We are suggesting 3 days of direct training</p> <p>1 -initial day for the project leads.</p> <p>1 - Admin team and operational staff</p> <p>1 - To take as required over the first year</p> <p>After year 1 you have access to 3 1/2 days of on line training and can purchase additional on-site training as required.</p> <p>You get FREE access to the monthly Webinar series we offer</p> <p>You get FREE tickets to the 2 day Manchester Met University Conference and Master Class in June 13th</p>
<ul style="list-style-type: none"> <li>Training should be made available to five members of Team London Staff</li> </ul>	<p>Your Training allowance is for up to 6 per session</p>
<ul style="list-style-type: none"> <li>Training materials and guides should be provided in written formats along with video demonstrations if available.</li> </ul>	<p>We have extensive support materials available via the appropriate user profiles within the site. You can see examples of these by following the following links.</p> <p><a href="http://guide.teamkinetic.co.uk">Http://guide.teamkinetic.co.uk</a>.</p> <p>You can see a selection of the help videos available on our public YouTube channel</p> <p><a href="https://www.youtube.com/channel/UCtn9LmCnhskZVhJaV3r7Ckw">https://www.youtube.com/channel/UCtn9LmCnhskZVhJaV3r7Ckw</a></p>
<ul style="list-style-type: none"> <li>Reports and evaluations for administrators</li> </ul>	



<p>Administrators should be able to create bespoke reports and create evaluation surveys for volunteers to complete via the portal.</p>	<p>Team Kinetic has the ability to link to 3<sup>rd</sup> party survey applications such as google docs and Survey monkey. As shown in the screen shot below. This function is applied on an opportunity by opportunity basis. Each opportunity has its own set of reports and data can be exported to create additional reports outside the system where required.</p> <p><u>Post Opportunity Options</u></p>  <p>The screenshot shows a form titled 'Post Opportunity Options' with the following fields: 'Upload files post opportunity' with a dropdown menu set to 'No', 'Add a post opportunity survey link' with a dropdown menu set to 'Yes', 'Survey Link' with a text input field, and 'Volunteer ID Parameter Name' with a text input field. Each dropdown and text input field has a small question mark icon to its right.</p> <p><u>Session and Times</u></p>
<p>• Reports and evaluations for volunteers</p>	
<p>Volunteers should be able to complete end of event surveys within the volunteer portal management system and these should be downloadable via csv so the results can be uploaded into our Team London statistics database.</p>	<p>We allow the integration of 3rd party survey applications such as survey monkey or Google forms for the capture of this type of data and this can be ID logged against the volunteer cohort you wish to question.</p>

## SCHEDULE 4 – CHARGES


### Rate Card Consultancy

### Standard

### Development work (web and mobile)

### Onsite training and Onsite support

*Session length is 3 hours, maximum of 8 administrators per training session,  
All require access to internet*

London rate

### Online Training

### Reports

### Data migration

### Event or specific period enhanced support

## SCHEDULE 5 - PROJECT PLAN

Phase	Payment
Start up and Launch	15% Feb 2018
Successful delivery and support of recruitment and training for volunteers	35% June 2018
Successful delivery and support of volunteer deployment	25% Sept 2018
Successful delivery and support	25% Dec 2018

Date	Action / deliverable
19 <sup>th</sup> February 2018	Initial project meeting – Full Team
19 <sup>th</sup> February 2018	Vanilla Application implementation
February 2018	Initial training with Team London Project Lead and initial system options set
February 2018	Mapping of existing data
February 2018	Data cleansing, data transfer and data security
February 2018	Application form (user define field set up)
February 2018	Portal management (Administrator usage)
February 2018	Deployment of the system – Soft launch
February 2018	System options re-visited based on feedback
March 2018	Version updates (TeamKinetic v2.) – containing first phase of developments outlined in Spec
7 <sup>th</sup> March 2018	Go Live Date
March 2018	Development of resources for delivering training on portal management for providers and volunteers (User end)
April 2018	Review user feedback and look at requirements for next Version Update or if there is an interim update required
May - Dec 2018	On-going evaluation and planning for next Version update
June 2018	TeamKinetic conference Manchester Metropolitan University
July 2018	Version Update (TeamKinetic v3)
Sep 2018	Review and Evaluate
Oct 2018	Version update (TeamKinetic v4)
Nov 2018	Review and Evaluate
Jan 2019	Switch to standard rolling terms

## 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 31 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)

<b>ACCEPTANCE BY THE SERVICE PROVIDER</b>	
<b>Date</b>	<b>Signed</b>

## **PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS**

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

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

## **SCHEDULE 8 – RE-TENDER COOPERATION**

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

Appendix i

Link library

The user guide for each user type can be found at :  
<http://guide.teamkinetic.co.uk/>

Our current help video library can be found at:  
<https://www.youtube.com/channel/UCtn9LmCnhskZVhJaV3r7Ckw>