



Contract Reference Number: TfL 91352
Contract Outline Agreement number 4600005432/10

Date: 10 June 2016

Contract for Services

between

**London Underground Limited
and**

Mountview House Group

**FOR THE PROVISION OF THE
TfL STAFF TAXI SERVICE**

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THIS CONTRACT is made the 20[]

day of

BETWEEN:

- (1) Transport for London **"the Authority"** and
- (2) Radio Taxis Group Ltd., a company registered in England and Wales (Company Registration Number 5155416) whose registered office is at Mountview House Lennox Road, London, N4 3TX (**"the Service Provider"**).

RECITALS:

- A. The supplier is to provide a scheduled taxi service to transport LUL and station staff to and from work in the early hours of the morning, and provide taxi services where 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. This contract is also open to the Authority Group, as defined the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime and the London Fire and Emergency Planning Authority and London Legacy Development Corporation (**"Functional Bodies"**)
- 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:

"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 and the London Fire and Emergency Planning Authority and London Legacy 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 Clause 28 to give effect to a Declaration of Ineffectiveness;

“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);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, Cyberattack 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 Party relying on the Force Majeure Event (“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;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;

“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 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</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“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 transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from

invoices received;

“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; and

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.

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 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.
- 3.5 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.
- 3.6 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 and address, a separate calculation of VAT and a brief description of the Services provided.
- 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 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.
- 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 interest rate of two percent (2%) above the base rate of HSBC Bank plc 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 as defined in section 1159 of the Companies Act 2006) 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;

- 6.2 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 and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.
- 7.2 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 such Service Provider's Personnel to any Authority Premises 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 who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services 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 both the Authority or other member of the Authority Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.
- 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 identifying the relevant sub-contractor which may be refused or granted consent 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 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; and
 - 9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.
- 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 of 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, that 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 Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT

services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

12.1 The Service Provider, at no additional cost to the Authority:

12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

12.1.2 shall provide the Services in compliance and 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 of 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 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need 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,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

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

Condition 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, shall 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.

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

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

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.11 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Bronze Accreditation” the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Car-derived Vans” 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;

“Collision Report” a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle” a Lorry, a Van or a Car-derived Van;

“Driver” any employee of the Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;

“DVLA” Driver and Vehicle Licensing Agency;

“FORS”	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;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

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 TfL, 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 Equipment on Vehicles

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

12.5.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of TfL that the Lorry will not perform the function for which it was built if Side Guards are fitted;

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

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

12.5.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

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

12.6.1 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 Drivers licence; and

- 12.6.2 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 TfL within the last 12 months:

12.6.2.1 0 – 3 points on the driving licence – annual checks;

12.6.2.2 4 – 8 points on the driving licence – six monthly checks;

12.6.2.3 9 – 11 points on the driving licence – quarterly checks; or

12.6.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 12.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

Collision Reporting

- 12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:
- 12.8.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- 12.8.2 within 15 days of the Commencement Date, provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report within five working days of a written request from TfL.

Self Certification of Compliance

- 12.9 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to TfL detailing its compliance with Clauses 12.5, 12.6 and 12.7 of this Contract (the **"WRRR Self-certification Report"**). The Service Provider shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Service Provider Regarding Subcontractors

- 12.10 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

12.10.1 comply with Clause 12.412.3; and

12.10.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

12.10.2.1 For Lorries – Clauses 12.5, 12.6, 12.7 and 12.8; and

12.10.2.2 For Vans – Clauses 12.6, 12.7 and 12.8,

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

Failure to Comply with Work Related Road Risk Obligations

- 12.11 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, 12.7, 12.8, 12.9 and 12.10Error! Reference source not found.:

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

12.11.2 TfL may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TfL 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) 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 unremedied material 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.

18.3 In no event shall the Service Provider be liable for indirect, or consequential damages. Notwithstanding anything to the contrary in the Agreement, the maximum aggregate liability of the Service Provider under this Agreement shall be the amounts paid by the Authority in the previous 12 month period or £5,000,000 whichever is greater.

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 All Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") shall belong to the Service Provider .
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and non-transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. Protection of Personal Data

- 22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

23. Confidentiality, Announcements and Transparency

- 23.1 Subject to Clause 23.6 and 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 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.
- 23.7 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 (as defined in Clause 24.1 below). 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 23.6. The

Authority shall make the final decision regarding both publication and redaction of the Contract Information.

- 23.8 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**

- 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 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 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 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 2 Business Days of receiving such Information 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 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 information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

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 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 except as provided in and without prejudice to Clauses 26.1.3, 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 Contract Regulations 2006.
- 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

- 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 this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.
- 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.
- 28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, 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 public passenger transport services or facilities,
- in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.
- 28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 28.5 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 this Clause 28.

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, 29-31 (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, the Contract may only be varied or amended with the written agreement of both Parties. 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 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, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

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

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations,

warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

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

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

37. Counterparts

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

38. Relationship of the Parties

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

39. Further Assurance

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

40. Governing Law

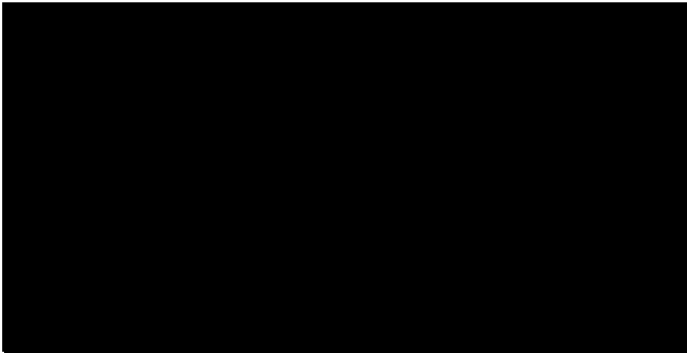
The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right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

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

Signed by
for and on behalf of
The Authority



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



SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: TfL 91352**
- 2. Name of Service Provider: Radio Taxis Group Ltd.**
- 3. Commencement:**
 - (a) Contract Commencement Date: 01 July 2016**
 - (b) Service Commencement Date: 01 July 2016**
- 4. Duration/Expiry Date:**

The contract will have aduration of 4 years with an option to extend for up to a further 12 months (4 + 1 years).
- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

The payment period shall be 4-weekly.

Clause 5.2

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***

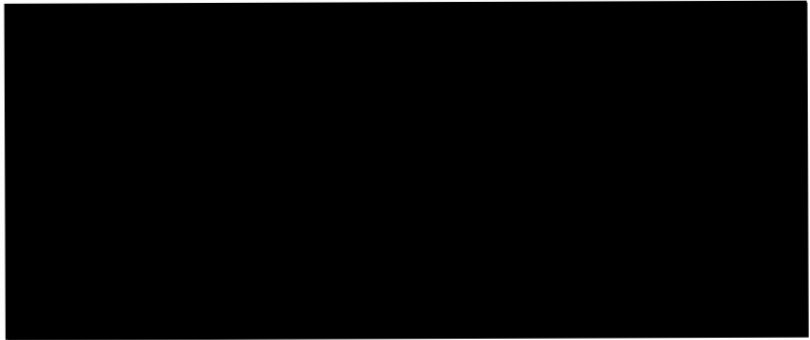
- 6. Address where invoices shall be sent:**

London Underground Ltd.
Accounts Payable
PO Box 45276
14 Pier Walk,
London, SE10 1AJ

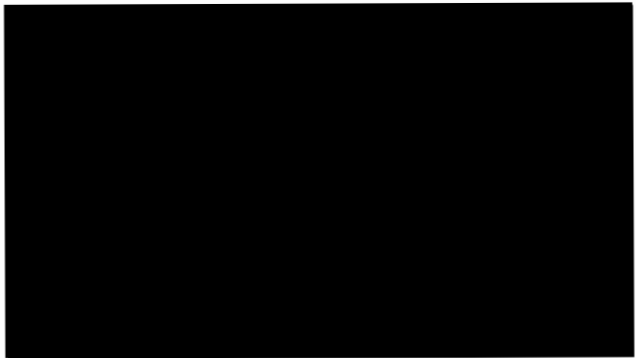
Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

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

8. Details of the Authority's Contract Manager



9. Details of the Authority's Procurement Manager



10. Service Provider's Key Personnel:

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

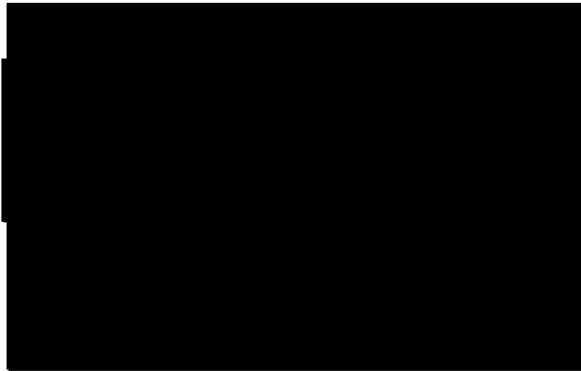
11. Notice period in accordance with Clause 26.4 (termination without cause): shall be 30 days.

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

For the Authority.



For the Service Provider:



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: N/A

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

SCHEDULE 2 - SPECIFICATION

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1. ORGANISATIONAL OVERVIEW

1.1 TRANSPORT FOR LONDON (TfL)

TfL is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services across the Capital. TfL is made up of many predecessor organisations covering almost all transport modes in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world.

TfL comprises several different Business Units. These are Surface Transport, Rail and Underground, and Specialist Services (TfL Corporate). TfL is also a partner in Crossrail.

TfL manages London's transport network and is responsible for London's buses, the Underground, the Docklands Light Railway (DLR), London Overground, London River Services, Barclays Cycle Hire, electronic vehicles and policing. TfL also runs Victoria Coach Station and the London Transport Museum.

TfL is responsible for 360 miles (580km) of main roads, and all of London's 4,600 traffic lights. In addition, it manages the London Congestion Charging scheme and regulates the city's taxi and private hire trade. TfL also promotes a range of walking and cycling initiatives across the Capital.

1.2 LONDON UNDERGROUND CONTROL CENTRE (LUCC)

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

2. INTRODUCTION

2.1 BACKGROUND

To ensure that the TfL's Underground works consistently, getting customer service staff, train drivers, signal engineers and service control to their place of work when there is reduced transport system (i.e from midnight to 6.00am) is of vital importance. A staff taxi service has been in operation for approximately 22 years which carries London Underground staff to their starting place of work and to return them from the end place of work to a drop off point closest their home. (for example a driver lives in Morden and may finish their duty in Edgware)

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

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

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

2.2 OBJECTIVES

TfL currently contracts to one supplier across the business; this includes other ad hoc taxi services for emergency situations and in other unforeseen circumstances. The aim of this Contract is to ensure the consistency of the staff taxi service whilst guaranteeing value for money.

3. SCOPE

3.1 SCHEDULE REQUIREMENTS

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

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

It is expected that the supplier is able to provide up to 220 taxi on any given day vehicles between the hours of 23:30 and 07:15 and maintain their business as usual

3.2 TAXI SCHEDULES

Taxi schedules operate in a similar manner to bus routes, LUL have established this to meet with the tube operating timetables, so there is a strict time table the supplier have to meet.

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

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

- A: Monday - Saturday Night (outbound) scheduled taxis
- B: Monday – Saturday Night scheduled Crew Only taxis
- C: Monday – Saturday Night engineering Crew Only taxis

- D: Monday – Saturday Morning (inbound) scheduled taxis
- E: Monday – Saturday Morning scheduled Crew Only taxis
- F: Monday – Saturday Morning engineering Crew Only taxis

- G: Sunday Morning (inbound) scheduled taxis
- H: Sunday Morning scheduled Crew Only taxis
- J: Sunday Morning engineering Crew Only taxis

- K: Sunday Night (outbound) scheduled taxis
- L: Sunday Night scheduled AND engineering Crew Only taxis

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

3.3 TEMPORARY TAXI SCHEDULES

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

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

- (1.) Allocate a taxi schedule prefix C,F,J or L or
- (2.) Make a temporary amendment to an existing schedule A - L.

The requirements are published on a daily basis via the full list.

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

Taxi Schedule Operations

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

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

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

- a) D, E, G & H prefixed schedules in the morning - taxis may continue on their journey without the passenger provided that they do not depart before the scheduled departure time. The London Underground Control Centre must be advised in *realtime* of the absence of said passenger(s).

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

- b) A, B, K & L prefixed schedules - Taxis must wait for a period of 10 minutes. The London Control Centre must then be contacted to obtain further instructions regarding waiting for a further period of time or proceeding.
If the absent passenger(s) is travelling on another late running taxi the London Underground Control Centre must be contacted for instructions before the connecting taxi departs. This applies equally to morning and night taxis.

3.4 SPECIAL SERVICE - SHUTTLES

In addition to 3.2 and 3.3 above, shuttles are non prefixed special scheduled taxis that also run on a time-tabled basis, normally during traffic hours from approximately 06.30 to 23.30 because of engineering work, to convey train staff between 2 or more fixed points on the Underground System. These points are dependent on planned engineering work, for example, part line closures, which can vary both in area of London and their regularity/frequency.

The Supplier will receive a minimum of 3 days notice of the existence of such a schedule, however this does not guarantee its use which will be communicated to the Supplier in accordance with 3.5 below.

LUL reserves the right to book shuttles at very short notice

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

3.5 CHRISTMAS TAXI'S

Over the Christmas period comprising of 24th, 25th, 26th and 27th December, the contractor will be required to provide additional taxi services due to the reduction in public transport provided by operators other than LUL. These requirements will be notified to the Contractor a minimum of 4 days before of the Christmas period, in turn the Contractor will pre-allocate these bookings to their drivers and confirm reference numbers no less than 2 days prior to the start of the Christmas period.

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

The supplier will make available a resource from the beginning of December who will be based at the LUCC to assist with the planning and pre-allocation of taxis required during this 4 day period.

It is expected that the supplier is able to provide up to 500 taxi vehicles between the 4 days period mentioned above and maintain their business as usual

For journeys over the Christmas please reference the Performance Adjustments.

3.6 RED ALERT TAXI'S

Red Alert Taxi's are a vital service which will be required on an immediate basis to deal with a railway emergency, this could be to repair signalling, an obstruction on the track or a customer emergency incident. The aim is to ensure that the Red Alert Taxi arrives at the incident in the fastest time possible and where possible to use TfL's bus lanes.

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

For Red Alert journeys please reference the Performance Adjustments.

3.7 OTHER SHUTTLE JOURNEYS

Shuttle journeys are booked to run between two points, for a minimum of one hour. They are used on average 2 to 4 times a week, at any time, to ferry train staff e.g. Seven Sisters to Northumberland Park Depot, also for rail

breakdowns on a branch line e.g. Chesham, Amersham, Chalfont & Latimer, Rickmansworth and Moor Park (this list is an example and not exhaustive).

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

Shuttle journeys can be a local arrangement (not necessarily Black Taxi's) as no tracking is required for these. All Shuttle journeys must be agreed in advance in writing with LUCC. Supplier must be able to estimate how many hours as per requirement.

3.8 MISCELLANEOUS/UNSCHEDULED TAXI'S

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

Taxis are booked on line by a computer link on an as-required basis. The supplier must provide a time of arrival which shall be no later than 30mins from notification, or an agreed later time as requested by the LU Control Centre.

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

3.9 VOLUMES OF TAXI'S

Below is a breakdown of the estimated volumes for the specific taxi requirements as outlined above. Please note that volumes change depending on demand and such the supplier will be required to meet all the demands for taxis.

<i>Taxi Requiremen</i>	<i>Estimated Volume</i>	<i>Historical Annu Quantity *</i>
Schedule Taxi's	190 – 220 per 24hr period	72,536
Miscellaneous / Special Taxis'	500 per month.	59,573
Christmas Taxis	500 approx.	1000

3.10 TAXI CAPACITY

The type of Taxi's vehicles for the Scheduled, split Schedules, Special Services Shuttles required by LUL are to have a minimum number of 5 passenger seats which exclude the driver. The remaining requirements can be allocated to a vehicle with 4 passenger seats excluding the driver.

3.11 ALL NIGHT RUNNING OF THE TUBE

Plans are in place for the running of an all night tube services on Friday and Saturday nights during 2016. This service will run on the Central, Jubilee, Northern Piccadilly and Victoria lines or parts of thereof, with eventual plans to rollout to the entire network. Therefore it is envisaged that during these periods there will be some reduction in taxi requirements.

4. TECHNICAL REQUIREMENTS:

4.1 SENDING AND RECEIVING TAXI REQUESTS

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

The London Underground Control Centre (LUCC) receives all taxi bookings from LU staff members. The LUCC will notify the Contractor of the requirements by daily taxi listings sheet. This is via email as a Notepad CSV file attachment sent to the supplier's email in-box and copied in to several LU accounts.

Once the taxi requirements are received from LU, the supplier will be required to import the information in to their booking system. Currently, the taxi journeys are often split off in to manageable journeys as often more than one taxi is required per taxi route which the Supplier will manage.

LUCC will send this information to the supplier no later than 22:00 on the day in question. The supplier shall run taxi schedules as required from 23.30 hours the same night.

Additional requirements identified by LUCC after 22.00 hours will be added by telephone up to forty five minutes before despatch of the particular schedule required which the Supplier will manage.

4.2 DEDICATED BOOKING

During the hours of operation of the scheduled taxi network (23:00 – 06:30 hrs) the supplier will allocate a resource of minimum 3 persons to manage these TfL bookings, with one of those three identified as the lead person during the operation of scheduled taxis.

4.3 MONITORING TAXI BOOKINGS

The supplier will monitor bookings and will advise the LUCC of any issues to do with bookings, paying particular attention to staff who fail to turn up for their taxi booking, this is to allow the LUCC to identify if a station is going to fail to open on time or result in a train being cancelled or delayed into service.

4.4 DATA LINKS

Data links are required to support the supplier terminals with the LUCC at two separate locations (Palestra and St James Park.) A minimum of four computers at each location need to be linked to the supplier's taxi booking/tracking system, so that all taxis booked for LU staff can be monitored by the LUCC in real time. This enables the LUCC staff taxi desk to give staff details when they call in of exactly where the taxi is en-route to their location and the vehicles registration number and colour.

Email links from LU's CABS v2 application to the supplier are also required. It is also a requirement to have email accounts through at least two different ISP's and also on different servers/computers for resilience and in case of a systems failure.

The successful bidder will need to work with TfL in the creating a live link between TfL's CABS booking system and the successful bidders booking systems to allow bookings to be made, modified, cancelled and monitored in real time, to create one integrated process

4.5 STAFF TRAINING

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

In addition, the contractor will also need to supply the following;

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

4.6 COMMUNICATIONS

The supplier shall provide a dedicated telephone line and personal solely for communication between the LU Control Centre and the Supplier's control room.

The supplier shall also provide a back up telephone number for use during telephone failures, which should be tested once a week

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

The Supplier shall provide a computer system installed in the LUCC Control Room, funded and maintained by the Supplier to enable LUCC to monitor the running of all taxis and to directly order taxis as required without telephone communications.

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

4.7 LATE RUNNING/SUPPLIER NON PERFORMANCE

It is of utmost importance that the Supplier notifies the LUCC by telephone in advance of any late running or non performance of the scheduled taxi time. This will be managed by LUCC and Supplier is expected to report on this on a daily basis.

4.8 CANCELLATIONS AND NO SHOWS

Cancellations

Once the final list has been received by the supplier, the LUCC will advise by telephone or by means of editing the job on the suppliers booking system. Therefore the Supplier must be able to produce an operations report detailing any issues with regards to cancellations of taxis booked for the previous night/early morning.

Charges will not be payable by LUL for taxis cancelled before the vehicle has been dispatched by the Supplier. Where cancellation occurs after dispatch, the Supplier will be expected to charge a percentage not over 35 percent of the agreed contract fare. This percentage will be part of your price submission. (Appendix 5 Pricing Template),

No Shows

The staff taxi network is an integral part of ensuring that stations open and train services start on time. No shows are defined as staff who fail to show for their booked taxi. So, the supplier will need to confirm with the LUCC of any staff who fail to show for their booked taxi, as well as report it in the daily management report

TfL expects the supplier to incur a cost for a no show, it is expected that the Supplier will charge a percentage not over to 35 percent of the agreed contract fare. This percentage will be part of your price submission. (Appendix 5 Pricing Template),

4.9 IDENTIFICATION

All vehicles shall carry an LUL sign supplied by TfL to the Supplier The Supplier shall not accept any member of staff who cannot identify themselves with a Staff ID card or pass.

4.10 TRACKING

All vehicles booked for staff taxis must be able to be tracked on the same computer screen in the LU Control Centres.

5. ENVIRONMENTAL

5.1 GENERAL

The Supplier shall ensure that it:

complies with all Applicable Requirements related to the environment; carries out its obligations in response to any environmental incidents; and complies with the requirements of FORS (where applicable).

5.2 ENVIRONMENTAL OBJECTIVES

The Supplier shall be aware of, and contribute towards, the following TfL environmental objectives:

- to reduce greenhouse gas emissions (CO₂);
- to reduce pollutant emissions to the air (NO_x and 'PM10');
- to reduce transport related noise and vibration;
- to maintain and, where possible, enhance the quality of London's built environment;
- to use resources wisely and minimise waste;
- to minimise the risk of pollution and ensure no pollution incidents occur as a result of our activities
- to reduce water consumption.

5.3 ENVIRONMENTAL MANAGEMENT SYSTEM

The Supplier shall operate an environmental management system from the Start Date and throughout the Concession Period, which shall be

independently accredited to BS EN ISO 14001 or equivalent within one year of the Start Date.

5.4 PROCUREMENT OF SUSTAINABLE MATERIALS

When procuring materials, the Supplier shall consider the principles of resource efficiency. TfL may from time to time request the Supplier to provide evidence of such consideration.

5.5 CONTROL OF VEHICLE EMISSIONS

The Supplier shall:

- (i) consider CO₂, air quality and noise impacts as part of the decision making process when procuring and leasing road vehicles; and
- (ii) adopt a technology neutral approach in the procurement and leasing of its road vehicles.

In accordance with the Mayoral environmental strategies and commitments to reduce carbon dioxide emissions, the Supplier shall, wherever possible, include zero or ultra low carbon vehicles, such as electric, plug-in hybrid or bio methane vehicles, in its fleet.

The Supplier shall:

- (iii) Report the average CO₂ (g/km) emissions for its total fleet
- (iv) for the vehicles used in connection with the provision of the Concession Services
- (v) Reduce the average CO₂ emissions by 10% year on year of both
 - i) its total fleet

The Supplier shall procure that each Concession Employee required to drive in connection with the provision of the Concession Services.

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

The Supplier shall encourage its Direct Subcontractors to undertake fuel efficient driver training that is the same or similar to the training referred to above

5.6 FLEET OPERATOR RECOGNITION SCHEME ACCREDITATION

Where the Operator operates vehicles covered by the Fleet Operator Recognition Scheme Accreditation, it shall within 90 days of the Start Date:

- (viii) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TfL, is an acceptable substitute to FORS (the *Alternative Scheme*); and
- (ix) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the *Alternative Scheme*.

The Operator 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 Operator has attained Silver Accreditation or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

The Operator shall ensure that those of its Direct Subcontractors who operate vehicles covered by the Fleet Operator Recognition Scheme Accreditation shall comply with this paragraph as if they applied directly to the Direct Subcontractor.

5.7 FORS REPORTS

Within 30 days of its achieving Bronze Accreditation or equivalent within the *Alternative Scheme*, the Operator shall make a written report to TfL at fors@tfl.gov.uk detailing its compliance with paragraph X (*Safety Equipment on Vehicles*)

The Operator shall provide updates of the Report to TfL at fors@tfl.gov.uk on each three-month anniversary of its submission of the initial Report.

Evidence of compliance supplied in the Safety, Licensing and Training Report should enable the vehicle and driver to be identified and comply with TfL's reporting requirements.

5.8 DRIVER LICENCE CHECKS

The Operator shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences driving any vehicles in support of the Concession Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Operator's risk scale, provided that the Operator's risk scale has been approved in writing by TfL within the preceding 12 months:

- 0 – 3 points on the driving licence: annual checks;
- 4 – 8 points on the driving licence: six monthly checks;
- 9 – 11 points on the driving licence: Quarterly checks; or

12 OR MORE POINTS ON THE DRIVING LICENCE: MONTHLY CHECKS.

5.9 DRIVER TRAINING

The Supplier shall ensure that each of its Drivers who have not undertaken:

Approved Driver Training (or training, which in the reasonable opinion of TfL, is an acceptable substitute) in the last three years, undertakes Approved Driver Training or that acceptable substitute training within 60 days of the Start Date; and

a FORS e-learning safety module in the preceding 12 months, undertakes a FORS e-learning safety module (or e-learning, which in the reasonable opinion of TfL, is an acceptable substitute).

5.10 COLLISION REPORTING

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

5.11 OBLIGATIONS OF THE OPERATOR REGARDING SUBCONTRACTORS

The Supplier shall ensure that each of its Direct Subcontractors that operate Car-derived vans, Vans and Lorries shall comply with requirements of section 5.6 (*Safety equipment on vehicles*) to Section 5.7 (*FORS reports*) (inclusive) as if those Direct Subcontractors were a party to this Agreement.

5.12 ENVIRONMENTAL REPORTING

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

'NOx' and 'PM10' for air quality;
energy consumption (amounts of electricity and gas/fuel)
CO₂ emissions
number of noise related complaints received and the Supplier's response;
number of pollution spill incidents to land or water caused by the Supplier

5.13 POLLUTION PREVENTION

In performing its obligations under this Agreement, the Supplier shall:

at all times use all reasonable endeavours to prevent any unlawful nuisance (including noisy working operations), obstruction, trespass, interference with any right of light, way, air or water, or other interference with the rights of any adjoining landowners, tenants or occupiers or any statutory undertaker; and not commit any act or omission whereby any property (including the air above, water running on or through the soil, subsoil or groundwater beneath)

shall become contaminated with a substance which may have a deleterious effect on the environment or on human health, and the Supplier shall indemnify TfL from and against any and all Loss suffered by TfL from a failure by the Operator to comply with its obligations under this paragraph.

5.14 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006

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

6. SERVICE LEVEL AGREEMENT (SLA), KEY PERFORMANCE INDICATORS (KPIs) AND PERFORMANCE ADJUSTMENTS.

6.1 CONTRACT MANAGEMENT ARRANGEMENTS

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

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

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

6.2 PERFORMANCE MANAGEMENT

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

Performance Managed by mystery shopper – collates with taxi data reports on timing.

TfL will implement a Service Level Agreement (SLA) and Management Reporting regime with Key Performance Indicators (KPIs) as part of the contract with the chosen supplier. **Refer to Schedule 5**

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

6.3 CONTRACT PRICE ADJUSTMENT

Other than set out in this Schedule 4 there shall be no change in the prices charged for any part of the Services under this Contract.

If charges are based upon the PCO taxi fare tariffs, an increase as set by the Public Carriage Office will apply each year from the day the tariffs are adjusted. Any increase in these charges shall be based on the average figure based on the agreed TFL formula.

If charges are not based upon the PCO tariffs, the Contractor shall be entitled to an annual increase in line with the RPI (all indices). In this case the last published prevailing RPI rate on the anniversary date of the contract shall apply. NA

6.4 PERFORMANCE REVIEW

Regular performance meetings shall be held at either the Supplier or LUL premises. LUL expects these meetings will take place every four weeks though the frequency of these meetings will be subject to supplier performance.

The following information shall be supplied by the Supplier by electronic (Excel 2007) versions:

Scheduled Taxi Report:

- a) Total number of taxi schedule run.
- b) Each taxi reference / LUL job number.
- c) Scheduled time of arrival at the first pick up point (date / time)
- d) Taxi despatch time
- e) Actual time of arrival
- f) LUL cancellation time (if applicable)
- g) Charge per scheduled taxi
- h) Details of any specific incidents
- i) Summary of the performance showing the period service level percentage

Miscellaneous Taxi Report

- a) Total number of taxis used
- b) Each Taxi reference / LUL job number
- c) LUL requested time of arrival at the pickup point (date / time)
- d) Taxi dispatch time
- e) Actual time of arrival
- f) LUL cancellation time (if applicable)
- g) Charge Per Scheduled Taxi
- h) Details of any specific incidents
- i) Summary of the periods performance
- j) The time the journey ended (from the time of arrival)

Shuttle Taxi Report

- a) Total number of shuttle taxis used
- b) Each taxi reference / LUL job number
- c) LUL requested time of arrival
- d) Taxi dispatch time
- e) Actual time of arrival
- f) LUL cancellation time (if applicable)
- g) Total period of use for each taxi
- h) Unit rate and total charge per taxi
- i) Details of any specific incidents

Summary of the period's performance

6.5 PERFORMANCE ADJUSTMENTS

Scheduled Taxis shall be subject to the following performance adjustment:

Monday to Sunday

<u>Service Level %</u>	<u>Payment</u>
100	105
97-99	101
95-96	100
93-94	99
90-92	98
85-89	95
80-84	91
<80	80

Calculation of service level:

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

Where:

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

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

Z = Service level provided

Late Taxi's

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

If the taxi is more than 20 minutes late the full fare shall be refunded.

Red Alert Taxi – If the taxi doesn't not arrive within 10 minute's the full fare will be refunded.

Bonus Payment for Christmas Taxi's are only made on Scheduled journeys.

7. DISASTER RECOVERY PLAN

To ensure TfL continues to consistently support its underground operation, by getting staff to their place of work, when there is a reduced transport system in place, to which it is deemed as of a vital importance to its operations. It is expected that the supplier will have as part of their service, in an event of a disaster, a disaster recovery plan embracing their operations/call centre, systems and services.

8. CHARGING, INVOICING AND PAYMENT TERMS

All invoices must be submitted electronically to TfL's payment system, with copies sent to TfL L&D if requested. Other framework customers may require separate invoicing arrangements.

9. CONTRACT EXIT ARRANGEMENTS

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

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

SCHEDULE 4 – CHARGES

<p>The historical quantities are for evaluation purposes only and should not be mistaken as the quantities to be procured under this service; the actual quantities to be procured may be different.</p> <p>** Quote Admin Cost as a percentage of the Unit of Measure</p> <p>Key (Instruction): Yellow Cells are to be filled by the tenderer.</p>	TOTAL	£4,042,680
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SCHEDULE 5 – Service Level Agreement and KPI's

TfL 91352 - Scheduled Taxi Service for TfL Service Level Agreement						
KPI No.	Performance Criteria	Key Indicator	Monthly Performance Measure	Monthly tolerance level	Severity Level	Capture method
1	<p>Availability of dedicated supplier resource for despatch system to respond promptly to calls from LUCC.</p> <p>The supplier must pick up the phone within 20 seconds for 95% of all calls.</p>	<p>Every recorded call where the supplier takes longer than 20 seconds to respond will be recorded as an "incident".</p>	<p>TfL will retrospectively monitor a random sample of 50 recorded telephone calls per month.</p> <p>Any incident where supplier takes longer than 20 seconds to respond within 95% of calls will be captured and reported as an incident, and incur a penalty of £30 per incident.</p>	<p>Zero.</p> <p>Every call with a response time of over 20 seconds will incur a £30 penalty.</p> <p>The incident will be communicated to the supplier by LUCC staff.</p>	Amber	<p>LUCC staff will monitor recorded calls via despatch system's monitoring system, via the system's data capture function.</p> <p>The penalty figure will be deducted from the relevant monthly invoice and documented within.</p>
2	<p>Uninterrupted 24/7/365 connectivity between the supplier's despatch systems; the LUCC's main booking centre, and LUCC's fall back location, via the supplier's ground fibre optic network.</p> <p>This applies to both the loss of connectivity Telephone System and the online Booking Terminals.</p>	<p>If there is a loss of connectivity between the supplier's systems and LUCC, connectivity must be restored within 60 minutes.</p> <p>If connectivity is not restored within 30 minutes of the initial 60 minute period, each 30 minutes of lost connectivity will be recorded as an "incident", until full connectivity is restored.</p> <p>An occurrence of the above will only count as an "incident" between 22:00HRS and 07:00HRS.</p>	<p>The LUCC team will monitor and obtain evidence of lost connectivity via the system, to calculate the number of incidents.</p>	<p>60 minutes of initial lost connectivity, between 22:00HRS and 07:00HRS.</p> <p>For every 30 minutes beyond this measure, the supplier will incur a £600 penalty.</p> <p>The incident will be communicated to the supplier by LUCC staff.</p> <p>If connectivity to the Telephone System is lost, then the penalties incurred by KPI No. 1 will be waived.</p>	Red	<p>The incident will be communicated to the supplier by LUCC staff, via the system's data capture function.</p> <p>The penalty figure will be deducted from the relevant monthly invoice and documented within.</p>
3	<p>The reporting of "No Shows".</p> <p>The supplier must report any "No Shows" to LUCC staff in real time.</p> <p>To start 1st July 2016</p>	<p>Any scheduled passenger tat is to be collected by the supplier who is not at the agreed collection point will be defined as a "No Show".</p> <p>Every "No Show" that is not reported within 10 minutes to LUCC by the supplier after the scheduled collection time will count as an "incident".</p> <p>In "incident" will only apply for schedules D, E, F, G, H, I.</p>	<p>The LUCC team will document each "No Show" to feed back to the supplier.</p>	<p>Zero.</p> <p>Every "incident" will incur a penalty of £10.</p>	Amber	<p>The incident will be communicated to the supplier by LUCC staff.</p> <p>The penalty figure will be deducted from the relevant monthly invoice and documented within.</p>
4	<p>Daily Management Information (MI) pack, to be received by LUCC every single weekday.</p> <p>Every Monday, LUCC will receive the MI data for the previous Friday, Saturday and Sunday.</p> <p>MI for public and bank holidays must be received the following working weekday.</p>	<p>The MI pack must be received electronically by the LUCC 14:00HRS as defined in the defined Performance Criteria.</p> <p>It must contain:</p> <ul style="list-style-type: none"> - the previous day's "No Shows" - the Performance Adjustment Criteria as per Schedule 4 of the Contract - any other criteria that reports anomalies to the service such as booking and phone system interruptions, LUCC booked taxis that have been involved in road accidents - any events or situations that could impact on service availability, within reason (e.g. mass events, strikes, concerts) <p>Every hour that the MI is received by the LUCC team after 14:00HRS will be described as an "incident".</p>	<p>The LUCC team will document the time of receipt of the daily MI and measure it against the daily 14:00HRS deadline.</p> <p>Every hour that the MI is received after the 14:00HRS deadline will count as an "incident".</p>	<p>Zero.</p> <p>Every "incident" will incur a penalty of £40.</p>	Amber	<p>Evidence of the time that the MI data was received will be communicated to the supplier by LUCC staff.</p> <p>The penalty figure will be deducted from the relevant monthly invoice and documented within.</p>
5	<p>Uninterrupted 24/7/365 availability of the Pathfinder Booking and Tracking System (or similar electronic booking solution).</p>	<p>The Booking and Tracking System must be accessible to LUCC staff and be fully functional.</p> <p>Every 60 minutes hour, that the system is not available will be count as an "incident".</p>	<p>The LUCC team will measure and document how long the system is unavailable.</p>	<p>Zero.</p> <p>Every "incident" will incur a penalty of £100.</p>	Amber	<p>The availability of Pathfinder will be recorded and monitored by LUCC, and the suppliers relevant data capture systems.</p>

SCHEDULE 6 - FORM FOR VARIATION

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)

• ACCEPTANCE BY THE AUTHORITY	• ACCEPTANCE BY THE SERVICE PROVIDER
•	•
•	•
•	•
• Date	• Signed

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

N/A

SCHEDULE 8 – RE-TENDER COOPERATION

N/A