



Agreement Reference Number: tfl_scp_001554

Date:

**Framework Agreement
for the Provision of Services**

between

Transport for London

And

Taxi Marshalls

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“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority and or any TfL Group member utilising this Agreement;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clause 30: <ul style="list-style-type: none"> (a) to give effect to a Declaration of Ineffectiveness; or (b) to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software,

telecommunications, networks, trade secrets, know-how or personnel of the Authority;

“Contract Information”

- (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and
- (ii) data extracted from the invoices submitted pursuant to Clause 7 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;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or 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, 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 this Agreement 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) the Service Provider and/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 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; or
- (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, 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 as such in Schedule 1 or any relevant Call-Off Contract;

“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;

“Mini-Competition”

a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;

“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;

“Project Plan”

the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;

“Procurement Manager”

the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

“Proposal”

the Service Provider’s offer to provide Services in response to a Request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;

“Public Procurement Termination

if a court determines that one or more of

Event”	the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
“Request Form”	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service Provider by the Authority from time to time;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
“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 any Call-Off Contract;
“Service Provider’s Manager”	the person who is identified as the Service Provider’s Manager in the Call-Off Contract for the relevant Services;
“Service Provider’s Personnel”	all such person, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	(a) 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 a Call-Off Contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 32; and

(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;

“Specification”	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;
“Term”	the period during which this Agreement continues in force as set out in Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL Group”	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 TfL Group” shall refer to TfL or any such subsidiary;
“TfL Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority);
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments; and
“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 this Agreement;
- 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 this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement 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 Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
 - 1.8.1 each Call-Off Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Framework Agreement

2.1 The purpose of this Agreement is to:

2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;

2.1.2 provide the framework to administer each Call-Off Contract; and

2.1.3 set out the obligations of the Parties.

2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority’s requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.

2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.

2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.

2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

3. Call-Off Procedure

3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.

3.2 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:

3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;

3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal as an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service

Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;

- 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return the same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.
- 3.9 Where reasonably requested to do so by the Greater London Authority (“GLA”) or any of its other functional bodies (currently, the London Legacy Development Corporation, the Mayor’s Office for Policing and Crime, the London Fire and Emergency Planning Authority and the Old Oak and Park Royal Development Corporation) (“Functional Bodies”) and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or appropriate Functional Body on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

4. Term of Agreement and Call-Off Contracts

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.
- 4.4 The Authority, as part of this Agreement shall only commit to a six month Call-Off but may require more than this for the term of the Agreement.

5. The Services

- 5.1 The Service Provider:
 - 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;
 - 5.1.2 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 relevant Call-Off Contract;
 - 5.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the relevant Call-Off Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Agreement or relevant Call-Off Contract; and
 - 5.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off Contract.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:
 - 5.3.1 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;

- 5.3.2 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;
- 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 5.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Call-Off Contract is not being or is unable to be performed.

6. Charges

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider in accordance with the relevant Call-Off Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract 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.
- 6.3 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.

7. Payment Procedures and Approvals

- 7.1 The Service Provider shall invoice the Authority in respect of the Charges:
 - 7.1.1 monthly in arrears during the Call-Off Contract Term; or
 - 7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or
 - 7.1.3 if specified in a Call-Off Contract, on completion of each Milestone. It is a condition precedent of the submission of an invoice on completion of a Milestone that all preceding Milestones specified in the relevant Call-Off Contract have been completed.
- 7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract or where an electronic format for submission of invoices is set out in each Call-Off Contract, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority account details, the Service Provider's name, address and bank account details to which payment should be made, a

separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.

7.4 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 7, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:

7.4.1 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 the relevant Call-Off Contract;

7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:

7.5.1 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 this Agreement or a Call-Off Contract; or

7.5.2 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 19, 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 under this Agreement or a Call-Off Contract.

7.6 Except where otherwise provided in a Call-Off 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 Call-Off Contract.

- 7.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement or a Call-Off 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.

8. Warranties and Obligations

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

8.1.1 the Service Provider:

8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement and any relevant Call-Off Contract; and

8.1.1.2 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

8.1.1.3 is entering into this Agreement and any relevant Call-Off 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 Agreement and any relevant Call-Off Contract;

- 8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;

- 8.1.3 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification set out in the relevant Call-Off Contract; and

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

8.2 Each warranty and obligation in this Clause 8 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 this Agreement.

9. Contractual Management

9.1 The Contracting Authority authorises the Procurement Manager to act as the Contracting Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.

9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel shall procure that they:

9.2.1 diligently supervise the performance of the Services;

9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and

9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or any relevant Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).

9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

10. Service Provider's Personnel

10.1 The Parties agree that:

10.1.1 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) do not apply on the Agreement Commencement Date or on the expiry or termination of this Agreement; and

10.1.2 where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to any Call-off Contract, the relevant optional clauses will be included in the Call-Off Contract.

- 10.2 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off 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.
- 10.3 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 relevant Call-Off Contract. All Service Provider Personnel deployed on work relating to the Call-Off 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.
- 10.4 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 TfL Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).
- 10.5 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 relevant Call-Off Contract and shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 10.2 shall apply to the proposed replacement personnel.
- 10.6 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the TfL Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 10.7 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 this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

11. Sub-Contracting and Change of Ownership

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

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

11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off 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;

11.2.2 be responsible for payments to that person; and

11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off 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;

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

11.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 11.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Agreement Commencement Date;

11.2.6 without prejudice to the provisions of Clause 14, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

11.2.7 include a term in each sub-contract (of any tier):

11.2.7.1 requiring payment to be made by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and

11.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements.

11.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

- 11.3.1 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
- 11.3.2 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
- 11.3.3 (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 11.3.1 – 11.3.3 above, the Authority shall have the right to terminate the Agreement and any relevant Call-Off Contract.

12. Conflict of Interest

- 12.1 The Service Provider warrants that it does not and will not have 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 TfL Group, save to the extent fully disclosed to and approved by the Authority.
- 12.2 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 Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting 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 Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

13. Access to Premises

- 13.1 Subject to Clause 10.3 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, the Service Provider shall be responsible for its own costs of travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
 - 13.1.1 have the use of such TfL 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 TfL Premises;

- 13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;
 - 13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;
 - 13.1.4 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; and
 - 13.1.5 not damage the TfL Premises or any assets on the TfL Premises.
- 13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.
- 13.3 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 any Call-Off Contract.

14. Compliance with Policies and Law

- 14.1 The Service Provider, at no additional cost to the Authority:
- 14.1.1 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 the provisions set out in Schedule 8 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 TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
 - 14.1.2 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 or both of the Service Provider's business 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 14.1.2;
 - 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
 - 14.1.4 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;

14.1.5 acknowledges that 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:

14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

14.1.5.2 eliminate unlawful discrimination; and

14.1.5.3 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 cooperate with the Authority where possible to enable TfL to satisfy its duty;

14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall 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 14.1.6, “Traffic Manager” means TfL’s traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.7 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.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority’s workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority’s Code of Conduct (which is available on the Authority’s website, www.tfl.gov.uk).

14.3 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:

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

- 14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

15. 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 the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

16. Equipment

16.1 Risk in:

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

16.1.2 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 relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

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

17. Quality and Best Value

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL 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.

18. Records, Audit and Inspection

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

- 18.1.1 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 this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement and the relevant Call-Off Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and
- 18.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary following termination or expiry of this Agreement or relevant Call-Off Contract ("**Retention Period**").
- 18.2 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 14.1) 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.

19. 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 Agreement or any other contract between the Contracting 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 Agreement or under any other contract with any member of the TfL Group who may recover such amount as a debt.

20. Indemnity

- 20.1 Subject to Clause 20.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL 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 direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).
- 20.2 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 this Agreement or Call-Off

Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees or agents.

21. Insurance

21.1 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 [REDACTED] 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:

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

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

21.1.3 product liability; and

21.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 21.1.3 or, if applicable, the public liability insurance referred to in Clause 21.1.1. 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 Agreement or relevant Call-Off Contract.

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

21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.

21.4 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 21.1 being or becoming void, voidable or unenforceable.

21.5 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.

22. The Authority's Data

22.1 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.

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

23. Intellectual Property Rights

- 23.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by a on behalf of the Service Provider in the provision of the Services (“**the Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.
- 23.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 23.3 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.
- 23.4 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.

24. Privacy and Data Protection

- 24.1 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 this Agreement, any relevant Call-Off Contract and Schedule 2.

25. Confidentiality and Announcements

- 25.1 Subject to Clause 26, the Service Provider will keep confidential:
- 25.1.1 the terms of this Agreement and all Call-Off Contracts; and
- 25.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 25.2 The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.
- 25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:
- 25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or
- 25.3.2 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

- 25.3.3 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, agent and sub-contractors.
- 25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.
- 25.5 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 Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off 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.
- 25.6 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

26. Freedom of Information and Transparency

26.1 For the purposes of this Clause 26:

26.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry for Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

26.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

26.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

26.2 The Service Provider acknowledges that the Authority:

26.2.1 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

26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to this Agreement or a Call-Off Contract, the

Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

- 26.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 26.4 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 Access Request in accordance with the FOI Legislation.
- 26.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 26.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 26.7 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.
- 26.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 26.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

27. Dispute Resolution

- 27.1 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 this Agreement or any relevant Call-Off Contract ("**Dispute**") before resorting to litigation.
- 27.2 If the Dispute is not settled through discussion between the Procurement Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 27.3 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.

- 27.4 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.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, 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.
- 27.6 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.
- 27.7 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.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 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 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

28. Breach and Termination of Agreement

28.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:

28.1.1 in addition and without prejudice to Clauses 28.1.2 to 28.1.6 (inclusive), the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) 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; or

28.1.2 the Service Provider is subject to an Insolvency Event; or

- 28.1.3 in the event that there is a change of ownership referred to in clause 11.3 or the Service Provider is in breach of Clause 11.3; or
- 28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
- 28.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
- 28.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative contractor.
- 28.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off 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 relevant Call-Off 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 Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 28.3 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.
- 28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off 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 28.4 may be disapplied by notice to that effect in Schedule 1.

28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 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 Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

29. Consequences of Termination or Expiry

29.1 Notwithstanding the provisions of Clause 25, 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 9. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

29.2 The termination or expiry of this Agreement 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.

29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

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

29.3.1.1 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

29.3.1.2 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.

29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 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 relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a

right for the Authority to terminate under Clause 28.1), 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 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.

30 Declaration of Ineffectiveness and Public Procurement Termination Event

30.1 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 29 and Clauses 30.1 to 30.5 (inclusive) 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 29 and Clauses 30.1 to 30.5 (inclusive) or the Cessation Plan, the provisions of Clauses 30.1 to 30.5 (inclusive) and the Cessation Plan shall prevail.

30.2 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.

30.3 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:

30.3.1 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

30.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 30.1 to 30.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.

30.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

30.5 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 Agreement 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 Agreement pursuant to Clauses 30.1 to 30.5 (inclusive).

30.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Authority shall promptly

notify the Service Provider and the Parties agree that this Clause 30.6 to 30.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 and these Clauses 30.6 to 30.10 or the Cessation Plan, the provisions of these Clauses 30.6 to 30.10 and the Cessation Plan shall prevail.

- 30.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 30.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, 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:
- 30.8.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
- 30.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
in accordance with the provisions of this Clause 30.6 to 30.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.
- 30.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement 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 Agreement pursuant to this Clause 30.6 to 30.10 (inclusive).

31. Survival

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

32. Rights of Third Parties

- 32.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off 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 this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

- 32.2 Notwithstanding Clause 32.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

33. Contract Variation

Save where the Authority may require an amendment to the Services, this Agreement or any relevant Call-Off 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 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

34. Novation

- 34.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).
- 34.2 Within ten (10) Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 34.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

35. Non-Waiver of Rights

No waiver of any of the provisions of this Agreement or any relevant Call-Off 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 37. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

36. Illegality and Severability

If any provision of this Agreement (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 this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement 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 this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

37. Notices

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

if delivered by hand, at the time of delivery;

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

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

38. Entire Agreement

38.1 Subject to Clause 38.2:

38.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish 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 this Agreement by a statement which it does not contain; and

38.1.2 and without prejudice to the Service Provider's obligations under this Agreement, 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 this Agreement or any incorrect or incomplete information howsoever obtained.

38.2 Nothing in this Clause 38 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

39. Relationship of the Parties

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither Party shall be

deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. Further Assurance

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

41. Governing Law

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to 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 AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of Transport for London
The Contracting Authority

Signature

Print name and position

Date:

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

Signature

Print name and position

Date:

SCHEDULE 1 - KEY AGREEMENT INFORMATION

- 1. **Agreement Reference Number:** tfl_scp_001554
- 2. **Name of Service Provider:** Taxi Marshalls
- 3. **Agreement Commencement Date:** 11 February 2017
- 4. **Term:** *Four years.*
- 5. **Details of the Procurement Manager**

Name: [REDACTED]
Address:
[REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

6. [REDACTED]

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

7. **Notice period in accordance with Clause 28.4 (termination without cause):**
[REDACTED]

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

For the Authority:

[REDACTED]

[REDACTED]

For the Service Provider:

[REDACTED]



SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

FA1 PERSONNEL MANAGEMENT AND TRAINING

FA1.1 The Service Provider shall provide the Key Personnel and shall procure that they:

FA1.1.1 diligently supervise the performance of the Services;

FA1.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and

FA1.1.3 are available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.

FA1.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Call-Off Co-ordinator (which shall not be unreasonably withheld).

FA1.3 The Service Provider:

FA1.3.1 without prejudice to Clause 10.2 undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with each Call-Off Contract;

FA1.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and

FA1.3.3 subject to Clause FA1.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Call-Off Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Call-Off Contract in accordance with the terms set out in Schedule 1.

FA1.4 Without prejudice to the Service Provider's other obligations under the Agreement, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Call-Off Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Call-Off Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.

FA1.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 8) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider Personnel will be

arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider Personnel attending any training under this Clause FA1.5.

FA3 COUNTERPARTS

This Agreement and any Call-Off 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.

SCHEDULE 3 – SERVICES

The Service Provider shall abide by the specification as attached to this Agreement at all times when conducting the Services.

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract

Attachment 1

[To be completed by the Authority]

1. Services to be provided and associated information

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 4);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.]*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:
Call-Off Term:

4. The Authority Account Details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

6. Additional insurance (if any) to be held by Service Provider:

[Delete as appropriate]

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

CA1 FAIR EMPLOYMENT

CA1.1 Each employee of the Service Provider who is at any time engaged in the provision of the Services shall be employed by the Service Provider at that time on terms and conditions of service which are, when considered as a whole, no less favourable to that employee than the terms and conditions of service which the Authority would at that time afford an employee.

CA1.2 For the purposes of Clause CA1.1, the phrase “terms and conditions of service” shall include (without limitation) all provisions relating to salary, benefits, entitlements, hours of work, holiday rights and pension rights.

CA2 CRIME AND DISORDER ACT 1998

CA2.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

CA2.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority’s duties;

CA2.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

CA2.1.3 without prejudice to any other obligation imposed the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Agreement, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

CA3 LONDON LIVING WAGE

For the purposes of this Clause CA3, unless the context indicates otherwise, the expression “**London Living Wage**” means a basic hourly wage (as at the date of this Contract) of £9.40 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

CA3.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the TfL Group ensure that the London Living Wage is paid to anyone engaged by

any member of the TfL Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.

CA3.2 Without prejudice to any other provision of this Call-Off Contract, the Service Provider shall:

CA3.2.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

CA3.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;

CA3.2.4 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;

CA3.2.5 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

CA3.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

CA3.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.

CA3.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.

CA3.5 Any breach by the Service Provider of the provisions of this Clause CA3 shall be treated as a material breach capable of remedy in accordance with Clause 28.1.1.

CA4 SUPPLIER DIVERSITY

CA4.1 Compliance

CA4.1.1 Without limiting the generality of any other provision of this Call-Off Contract, the Service Provider:

- (a) shall not unlawfully discriminate,
- (b) shall procure that its personnel do not unlawfully discriminate, and
- (c) shall use reasonable endeavours to procure that its direct and indirect subcontractors do not unlawfully discriminate in relation to the Services,

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time relating to discrimination in employment.

CA4.1.2 The Service Provider acknowledges that the Authority as a public authority is subject to a statutory 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.

CA4.1.3 The Service Provider acknowledges 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:

- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (b) eliminate unlawful discrimination;
- (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation; and
- (d) 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.

CA4.1.4 TfL's Harassment, Bullying and Discrimination Policy ("Policy") as up-dated from time to time (copies of which are available on request from TfL) requires TfL's own staff and those of its direct and indirect subcontractors to comply fully with the Policy to eradicate harassment in the workplace. The Service Provider shall:

- (a) ensure that its staff, and those of its direct and indirect subcontractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Policy;
- (b) fully investigate allegations of workplace harassment in accordance with the Policy; and
- (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

CA4.2 Strategic Equality & Diversity Plan

CA4.2.1 For the duration of this Call-Off Contract, the Service Provider shall comply with the Agreed Strategic Equality & Diversity Plan and shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Call-Off Contract which is at least as extensive in scope as that agreed with TfL and set out in the Agreed Strategic Equality & Diversity Plan.

For the purposes of this Call-Off Contract the expression "Agreed Strategic Equality & Diversity Plan " means the Strategic Equality & Diversity Plan as negotiated and agreed and attached to the Call-Off Contract as a Schedule headed "Agreed Strategic Equality & Diversity Plan".

CA4.2.2 Where a subcontractor has, pursuant to Clause CA4.2 or otherwise, adopted a Strategic Equality & Diversity Plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide,

a copy of its Strategic Equality & Diversity Plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

CA4.3 Diversity Training

CA4.3.1 For the duration of this Call-Off Contract, the Service Provider shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Call-Off Contract. For the purposes of this Call-Off Contract the expression "Agreed Training Plan" means the diversity training

plan set out as agreed and attached to the Call-Off Contract as a Schedule headed "Agreed Training Plan". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in the performance of the Call-Off Contract which is at least as extensive in scope as the Agreed Training Plan.

CA4.3.2 Where a subcontractor has, pursuant to Clause CA4.1 or otherwise, adopted a diversity training plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide

a copy of its diversity training plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

CA4.4 Supplier Diversity

CA4.4.1 For the duration of this Call-Off Contract the Service Provider shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this Call-off Contract the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan set out as agreed and attached to the Call-Off Contract as a Schedule headed "Supplier Diversity Plan". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement

a supplier diversity plan in relation to the performance of this Call-Off Contract which is as least as extensive as the Agreed Supplier Diversity Plan.

CA4.4.2 Where a subcontractor has, pursuant to Clause CA4.4.1 or otherwise, adopted a supplier diversity plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide;

a copy of its supplier diversity plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

CA4.5 Communications Plan

CA4.5.1 For the duration of this Call-Off Contract and in all dealings with the Local Community, the Service Provider shall comply with the Agreed Communications Plan. For the purposes of this Call-Off Contract the expression "Agreed Communications Plan" means the communications plan agreed and attached to the Call-Off Contract as a Schedule headed "Agreed Communication Plan" and the expression "Local Community" means those areas of London affected by the Works from time to time.

CA4.6 Monitoring and Reporting

CA4.6.1 Subject to Clause CA4.6.2, the Service Provider shall use reasonable endeavours to provide TfL on the date of this Call-Off Contract and subsequently every 12 months from the date or such other frequency as TfL may reasonably request of this Call-Off Contract with the following information:

An annual report on performance and compliance with the equality and diversity provisions as set out in clauses CA4.2 to CA4.5. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with clause CA4.6.1 (d)
- (b) the proportion of its employees engaged in the performance of the Call-Off Contract and, to the extent reasonably possible, the employees of its direct or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Call-Off Contract who are:
 - (i) female;
 - (ii) of non-white British origin or who classify themselves as being non-white British;
 - (iii) from the Local Community;
 - (iv) disabled

- (c) the proportion of its direct or indirect subcontractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups.
- (d) a plan of action for the forthcoming 12 months showing what the Service Provider plans to do to continue delivery of the equality & supplier diversity objectives.

For the purposes of this clause, the meaning of SME and BAME is as set out in the attached document called TfL Supplier Diversity Definitions.

CA4.6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to clause CA4.6.1.

CA4.7 Equality and Diversity Infractions

CA4.7.1 If the Service Provider or any of its direct subcontractors commits a Equality & Diversity Infraction, TfL shall be entitled (but not obliged) to act as follows:

- (a) if a Equality & Diversity Infraction is committed by the Service Provider then TfL may serve written notice upon the Contractor identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall cease committing and remedy, at its own cost, the Equality & Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
- (b) if the Equality & Diversity Infraction is committed by a direct subcontractor of the Service Provider, TfL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall procure that the direct subcontractor ceases committing and remedies, at its own cost, the Equality & Diversity Infraction within 30 days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice). If the Service Provider fails to procure the remedy of the Diversity Infraction, TfL may serve a further written notice upon the Service Provider and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate, at its own cost, the relevant contract with its direct subcontractor and procure performance of the affected works or services by another person which also complies with the obligations specified in clauses CA4.2 to CA4.5 of this Call-Off Contract.

CA4.7.2 It shall be a fundamental term and condition of the Call-Off Contract that the Service Provider complies with its obligations under clauses CA4.7.1 (a) to CA4.7.1(b). Where, following receipt of a notice given pursuant to clause CA4.7.1(a) or CA4.7.1(b) the Service Provider fails to remedy a Diversity Infraction to the satisfaction of TfL or in the case of clause CA4.7.1(b) fails to terminate the contract with a defaulting subcontractor and procure performance by another person on the terms specified in clause CA4.7.1(b)

the Service Provider will be in breach of the Call-Off Contract and TfL shall be entitled (but not obliged) to terminate the Call-Off Contract, without further notice to the Service Provider, in accordance with Clause 28 in the Agreement.

CA4.7.3 For the purposes of this clause CA4.7 "Equality & Diversity Infraction" means any breach by the Service Provider of its obligations specified in clauses CA4.2 to CA4.5 of this Contract and/or any failure by a direct subcontractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in clauses CA4.2 to CA4.5 of this Call-Off Contract.

CA4.8 Equality and Diversity Audit

CA4.8.1 TfL or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with clauses CA4.2 to CA4.5

CA4.8.2 TfL's rights pursuant to this clause shall include any and all documents and records of the Service Provider and its direct contractors and, where applicable, subject to the provisions of clauses CA4.2 to CA4.4 indirect subcontractors and shall include the Minimum Records.

CA4.8.2 The Service Provider shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Call-Off Contract with respect to all matters in respect of the performance of and compliance with clauses CA4.2 to CA4.5. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of clauses CA4.2 to CA4.4, indirect subcontractors shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Call-Off Contract with respect to all matters in respect of the performance of and compliance with clauses CA4.2 to CA4.4. The Service Provider shall procure that each subcontract between it and its direct subcontractors and, where applicable, subject to the provisions of clauses CA4.2 to CA4.4 each subcontract between its direct subcontractor and any indirect subcontractor of the Service Provider shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to clause CA4.8.

CA4.8.3 TfL shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each direct subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Call-Off Contract and/or relevant subcontract (as the case may be).

CA4.8.4 The Service Provider shall promptly provide, and procure that its direct subcontractors and, where applicable subject to the provisions of clauses CA4.2 to CA4.4 indirect subcontractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

- (a) granting or procuring the grant of access to any premises used in the Service Provider's performance of the Call-Off Contract or in the relevant subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
- (b) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor's obligations specified in clauses CA4.2 to CA4.4 wherever situated and whether the Service Provider's own equipment or otherwise; and
- (c) complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor's performance of its subcontract.

CA4.8.5 For the purposes of this clause CA4.8 the expression Minimum Records means all information relating to the Service Provider's performance of and compliance with clauses CA4.2 to CA4.5 and the adoption and implementation of a strategic equality and diversity plan, an equality & diversity training plan and a supplier diversity plan by each direct and, where applicable, subject to the provisions of clauses CA4.2 to CA4.4 indirect subcontractor of the Service Provider.

made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Authority*]

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

[To be completed by the Authority]

1. Services to be provided

2. Timetable

Commencement date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any):

4. Expenses

Expenses (if any) that the Service Provider may claim:

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Invoices

Address where invoices shall be sent: [Authority]
Accounts Payable
[PO Box]
London
[Postcode]

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

Date/Period for submission of Invoices: *[Insert time or period for the submission of invoices by the Service Provider in accordance with Clause 7.1 of the Agreement]*

7. Authority Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

8. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

9. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

[To be completed by the Service Provider]

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3
Special Conditions for Call-Off

SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Call-Off 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 AGREEMENT (AVC)

Pursuant to Clause 32 of this Agreement, 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 Call-Off Co-ordinator 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

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 8 – CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

For the purposes of this Schedule 8, unless the context indicates otherwise, 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

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;

Diversity Infraction means any breach by the Service Provider of any of its obligations under paragraphs 37 to 44 of this Schedule and/or any failure by a Sub-Contractor to adopt and implement an equality policy, a diversity training plan and/or a supplier diversity plan as described in paragraphs 39 to 41 of this Schedule;

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;

Equality and Diversity Training Plan means the plan set out in Appendix 8 of this Schedule;

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:

Independent Report

an independent report by an individual or body:

(a) whose organisation, systems and procedures conform to:

(i) ISO Guide 65:1996 (EN 45011:1998); and

(ii) general requirements for bodies operating product certification systems; and

(b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

Legal Timber

Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:

(a) had legal rights to use the forest;

(b) holds a register of all local and national laws and codes of practice relevant to forest operations; and

(c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;

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;

Method Statement

means a document that details the way a work task or process is to be completed which outlines the hazards involved and includes a step by step guide on how complete the job safely;

Minimum Records

means all information relating to the Service Provider's performance of paragraphs 37 to 43 of this Schedule and the adoption and implementation of an equality policy, a diversity training plan and, subject to the

provisions of paragraphs 39 to 41 of this Schedule, and shall include a diversity plan submitted by each Sub-Contractor;

Relevant Vacancy"	Employment	means an employment vacancy within the Service Provider's organisation for a member of Personnel;
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
Skills and Strategy	Employment	means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the Skills and Employment Strategy (at the date of this Contract, dated December 2011 and which is accessible via the following link http://www.tfl.gov.uk/assets/downloads/corporate/skills-employment-strategy.pdf);
Strategic Equality and Diversity Plan	and	means the plan set out in Appendix 9 (Strategic Equality and Diversity Plan of this Schedule);
Supplier Diversity Plan		means the plan set out in Appendix 10 (Supplier Diversity Plan) of this Schedule;
Van		a vehicle with a MAM not exceeding 3,500 kilograms;
WEE Equipment		means any Equipment which falls within the scope of the WEEE Regulations; and
WEE Regulations		means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007).

ETHICAL SOURCING

1 ETHICAL SOURCING

- 1.1 TTL is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Service Provider shall comply with and shall procure that its Sub-Contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Appendix 1 to this Schedule 12, or an equivalent code of conduct (the “Ethical Sourcing Principles”) in relation to the manufacture and/or supply of the bicycles and the provision of the Services.
- 1.2 As soon as practicable following the Contract Commencement Date, the Service Provider shall be registered with an ethical supplier database, such as SEDEX (Service Provider Ethical Data Exchange). The Service Provider agrees that for the duration of this Contract, it shall permit and enable TTL to have access to the information relating to the Service Provider that subsists in such ethical supplier database.
- 1.3 During the course of this Contract, TTL has the right to request the Service Provider to carry out one or more audits using a reputable auditor to verify whether the Service Provider is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by TTL, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by TTL.
- 1.4 During the course of this Contract, if TTL has reasonable cause to believe that the Service Provider is not complying with any of the Ethical Sourcing Principles, then TTL shall notify the Service Provider and the Parties shall agree an action plan with appropriate timeframes for compliance by the Service Provider (the “Action Plan”), such Action Plan to be agreed by the Parties by no later than ten (10) Business Days from the date of TTL notifying the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Service Provider.
- 1.5 Following the agreement of the Action Plan, TTL reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by TTL) in relation to compliance by the Service Provider with the Action Plan.
- 1.6 For the avoidance of doubt, the rights of audit contained in paragraph 1.5 shall include without limitation the right of TTL (or an TTL-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall procure that its Sub-Contractors (as applicable) co-operate with TTL in relation to all aspects of any audit.

WORK RELATED ROAD RISK

2 FLEET OPERATOR RECOGNITION SCHEME ACCREDITATION

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

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TTL, is an acceptable substitute to FORS (the "Alternative Scheme"); and
- (b) (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.

3 SAFETY EQUIPMENT ON VEHICLES

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

- (a) have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of TTL that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (b) 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;
- (c) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (d) 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.

4 DRIVER LICENCE CHECKS

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

- (a) 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

(b) 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 TTL within the last 12 months:

- (i) 0 – 3 points on the driving licence – annual checks;
- (ii) 4 – 8 points on the driving licence – six monthly checks;
- (iii) 9 – 11 points on the driving licence – quarterly checks; or
- (iv) 12 or more points on the driving licence – monthly checks.

5 DRIVER TRAINING

5.1 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.

6 COLLISION REPORTING

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

- (a) 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
- (b) within 15 days of the Contract Commencement Date, provide to TTL a Collision Report. The Service Provider shall provide to TTL an updated Collision Report within five working days of a written request from TTL.

7 SELF CERTIFICATION OF COMPLIANCE

7.1 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall make a written report to TTL detailing its compliance with Paragraphs 3.1, 4.1 and 5.1 of this Schedule 12 (the "**WRRR Self-certification Report**"). The Service Provider shall provide updates of the WRRR Self- certification Report to TTL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

8 OBLIGATIONS OF THE SERVICE PROVIDER REGARDING SUBCONTRACTOR PROVIDERS

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

(a) comply with Paragraph 2.1 of this Schedule 12; and

(b) where its Sub-Contractor operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

(i) For Lorries – Paragraphs 3.1, 4.1, 5.1 and 6.1 of this Schedule 12; and

(ii) For Vans – Paragraphs 4.1, 5.1 and 6.1 of this Schedule 12,

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

9 FAILURE TO COMPLY WITH WORK RELATED ROAD RISK OBLIGATIONS

9.1 Without limiting the effect of any other Clause of this Contract relating to termination, if the Service Provider fails to comply with Paragraphs 4.1, 5.1, 6.1, 7.1 and 8.1 of this Schedule 12:

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

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

10 CORRUPT GIFTS AND PAYMENT OF COMMISSION

10.1 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 TfL Group nor favour any employee, officer or agent of any member of TfL 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 TfL Group other than as a representative of TTL, without TTL's prior written approval.

WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006

11 WEE EQUIPMENT

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

(a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

(b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

11.2 The Service Provider shall indemnify and keep indemnified TTL as a result of any Losses which it incurs as a result of any failure on the part of TTL or the relevant producer to comply with the terms of this paragraph 11.

12 DELETERIOUS MATERIALS

12.1 The Service Provider shall not:

(a) specify for use or use or permit to be used in the works any products or materials which:

(i) do not conform with British standards or codes of practice or good building practice; and/or

(ii) are generally known to be deleterious, in the particular circumstances in which they are specified for use, to:

(A) health and safety; and/or

(B) the durability of buildings or structures,

(the “**Deleterious Materials**”); and

(b) use Deleterious Materials in the design, construction and implementation of any Scheme Assets provided under this Contract.

ENVIRONMENTAL MANAGEMENT

17 ENVIRONMENTAL POLICY

- 17.1 TTL has a Health, Safety and Environmental Policy Statement (See Appendix 2), by which it is committed to ensuring that its activities make a positive contribution to the protection and improvement of the environment in London. In undertaking work for the Authority, the Service Provider will be required to comply with this commitment (including any amendments as may be notified from time to time).

18 ENVIRONMENTAL MANAGEMENT SYSTEM

- 18.1 The Service Provider shall hold and maintain an Environmental Management System independently certified to BS EN ISO 14001: 2004 or equivalent for the term of the Contract. In the event that the Service Provider does not have a certified Environmental Management System at the start of the Contract, they shall gain accreditation within one year from the Contract Commencement Date. In the event that the accreditation becomes invalid during the course of the Contract, the Service Provider shall alert TTL. At its own cost, the Service Provider shall appoint a competent person who is suitably experienced in ISO14001 to review and ensure the Service Provider's activities are compliant with the principles of ISO14001.

19 ENVIRONMENTAL IMPACTS

- 19.1 At commencement of the Contract the Service Provider will be required to identify the environmental impacts associated with the provision of services under this contract and what mitigation measures will be put in place to manage these impacts. TTL will provide the Service Provider with the required template for this process. Upon completion the Service Provider shall submit the documentation to TTL for approval.

20 WASTE MANAGEMENT

- 20.1 The Service Provider shall store, treat and dispose of any waste produced by or collected as part of this Contract in accordance with any relevant legislation. Including, but not limited to, compliance with the Duty of Care under the Environmental Protection Act 1990, the Waste Electronic and Electrical Equipment (WEEE) Regulations and the Hazardous Waste Regulations 2005 as well as obtaining all necessary registrations, environmental permits and appropriate waste carrier documentation.

21 COSHH REGULATIONS/METHOD STATEMENT

21.1 In respect of COSHH regulations, the Service Provider is required to provide complete details in a concise format including Method Statements. A complete set of these details must be submitted to the Contract Manager prior to the Contract Commencement Date.

22 VEHICLE EMISSIONS

22.1 All Service Provider and Sub-Contractor vehicles shall be procured or leased in accordance with the following principles:

- Consider CO₂, air quality and noise impacts as part of the decision making process when procuring and leasing vehicles.
- Adopt a technology neutral approach in the procurement and leasing of vehicles.
- In line with Mayoral environmental strategies and commitments to reduce carbon dioxide emissions, Service Providers are also encouraged to include zero emission capable or ultra-low emission vehicles in their fleet such as electric, plug-in hybrid or fuel-cell vehicles where possible.
- TTL will actively support Service Providers who undertake trials of alternative fuel vehicles throughout the Term. In addition, in Year 2 of the Contract TTL will facilitate a full review of the Service Providers fleet to identify where newly available zero or ultra-low emission vehicles are able to provide an operationally viable alternative to existing diesel/petrol vehicles. The type of support TTL can provide at this juncture will be open to discussion on a case-by case basis.

22.2 In line with Mayoral environmental strategies and commitments to reduce carbon dioxide emissions, NO_x and particulate matter Service Providers are also encouraged to include zero or ultra-low carbon vehicles in their fleet such as electric, plug-in hybrid or biomethane-powered vehicles where possible.

22.3 All Service Provider's vehicles shall meet or exceed the following CO₂ limits and European emission standards (euro standards) at the commencement of the Contract:

- Cars - maximum certified CO₂ emissions of 105 g/km and a minimum of Euro V emission standards

- Vans equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 115 g/km CO₂ and a minimum of Euro V emission standards
- Vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 155 g/km CO₂ and a minimum of Euro V emission standards
- Vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 215 g/km CO₂ and a minimum of Euro V emission standards.

22.4 If any road vehicles are due for replacement during the period of the Contract, the Service Provider shall ensure that the replacement vehicle meets or exceeds the European emission standards and CO₂ limits for that year in which it is introduced into the fleet. Standards and the years in which they apply are shown in the tables below. If vehicles meeting the requirements are not available by the specified deadline, then the TTL will consider an alternative standard until such time as those vehicles become available.

	2015/16	2016/17	2017/18	2018/19	2019/20
Cars	Euro 6				
Vans • 1205kg kerb weight	Euro 6				
Vans 1205- 1660kg kerb weight	Euro 5	Euro 6	Euro 6	Euro 6	Euro 6
Vans >1660kg kerb weight	Euro 5	Euro 6	Euro 6	Euro 6	Euro 6
Heavy Duty Vehicles >3500kg	Euro 6				

	2015/16	2016/17	2017/18	2018/19	2019/20
Cars	90	85	80	75	70
Vans • 1205kg kerb weight	100	95	90	85	80
Vans 1205- 1660kg kerb weight	140	135	130	125	120
Vans >1660kg kerb weight	200	195	190	185	180

23 Training

- 23.1** All relevant staff employed under this Contract must be regularly trained for the tasks and duties required. This training should cover general environmental awareness with a focus on waste management practices and health, safety and environmental aspects relating to waste management. The Service Provider shall supply at the commencement of the Contract, and maintain a matrix of training, certification, competencies for all staff involved in the works. The Service Provider shall ensure records of all training undertaken by their operational staff is kept at the relevant site. Training records for non-operational staff shall be made available to the TTL on request and stored on a TTL site.
- 23.2** Any driving staff shall undertake a fuel efficient driver training course within three months of the commencement of the Contract. The training course shall consist of theoretical training and practical implementation skills and shall be a minimum duration of one hour. Throughout the duration of the Contract, any new driving staff employed by the Service Provider shall also be required to undertake fuel efficient driver training for which TTL may request evidence from time to time.

24 KPI reporting

- 24.1** The Service Provider shall be required to report the following information on a quarterly basis. TTL reserves the right to include additional monitoring requirements throughout the contract period if required. TTL will provide a template for completion of such data. An example of the template that will be provided is attached as Appendix 3.
- Vehicle make and model
 - Euro standard
 - Vehicle fuel (fuel type and litres used)
 - Vehicle mileage
 - Vehicle servicing frequency
 - Energy consumption kWh- where applicable
 - Types of waste disposed of, amount disposed of and percentage recycled

HEALTH AND SAFETY

25 HEALTH AND SAFETY GUIDANCE

- 25.1 TTL is committed to ensuring a healthy and safe working environment for its operatives and Service Providers.
- 25.2 This Health and Safety Guidance is designed to provide detail as to what information is required from the Service Provider in terms of documentation, management systems, training and on-site controls.
- 25.3 All sections of this document relate to any sub Service Providers that are selected for undertaking works under this Contract by the Service Provider, and it shall be the Service Provider's responsibility to ensure compliance by its sub Service Providers, and to notify the TTL of all sub Service Providers' details. All sections of this guidance apply to on-site, depot and office works
- 25.4 This document does not absolve the Service Provider from their responsibility, nor is it intended to confirm or suggest that the Service Provider meets the statutory requirements.

26 HEALTH AND SAFETY AT WORK

- 26.1 Prior to commencing any Services under this contract the Service Provider shall provide a copy of its current Health & Safety policy along with thorough and adequate procedures, method statements, safe systems of work and risk assessments, in compliance with the TTL Health & Safety Guidance shown in Section 2 below. The Service Provider shall work within the constraints of the Health & Safety at Work Act 1974 and allied legislation including but not limited to the following:
- (a) Health & Safety at Work Act 1974
 - (b) The Management of Health and Safety at Work Regulation – 1999
 - (c) New Roads & Street Works Act 1991
 - (d) DfT Code of Practice – Safety at Street Works & Roads 2013 v2
- 26.2 The Management of Health and Safety at Work Regulation – 1999 requires all employers to assess the risk to workers and any others who may be affected by their undertaking. Before commencing any work under this Contract, the Service Provider shall undertake a systematic examination of each working activity, identifying hazards, conducting suitable and sufficient risk assessments and recording the findings. Risk assessments will be expected to be reviewed as appropriate whenever there is reason to believe they are no longer valid or at intervals not exceeding 36 months. The findings of all assessments will be recorded and available for inspection by TTL. Effort must be made by the Service Provider in developing work practices, which will reduce the level of risk.

- 26.3 A detailed method statement is required to be provided by the Service Provider for all work activities. The statement must list the number and nature of staff allocated to each task; the type of vehicles, machinery, tools and equipment to be used, the procedures involved in achieving the task, the form of quality equipment to be used, the procedures involved in achieving the task, the form of quality controls to be applied and the particular safety procedures to be adopted. The method statement must be submitted to the TTL for approval before any commencement of work.
- 26.4 Any accidents or near misses to the Service Provider's staff whilst undertaking work under this Contract shall be reported on a form as shown in Appendix 4 below and forwarded to the TTL within 7 calendar days. If the Service Provider wishes to use their own forms for this purpose they may do so provided the same level of information is provided.
- 26.5 The Service Provider shall be subject to Inspection by the TTL or its agents monitoring Health and Safety aspects of the work. It is the responsibility of the Service Provider to ensure that all safety requirements are fully observed by its operatives. The Service Provider shall give such assistance as may be required by the TTL or its agents with regards to work site visits to ascertain the effectiveness of the Service Provider's Health & Safety practices on the ground. The Service Provider shall advise the TTL of any enforcement agency visits / inspection / enforcement notices with regard to any aspect of the Contract.
- 26.6 The Service Provider shall be registered with the 'Contractors Health & Safety Assessment Scheme' (CHAS) or equivalent. E.g. Safety Schemes in Procurement (SSIP).

27 RESPONSIBILITIES – THE SERVICE PROVIDER

- 27.1 The Service Provider will be expected to comply with the following requirements:
- a) Understand TTL's Health and Safety Guidance and ensure that it is brought to the notice of all employees and Sub-Contractors.
 - b) Ensure that all work is carried out in accordance with these requirements, together with any improvements or additions which are agreed with the TTL.
 - c) Employ a Competent Person as set out under Regulation 7 of the Management of Health and Safety at Work Regulations 1999 and nominate that person as responsible for all Health and Safety matters.
 - d) Organize working practices so that work is carried out to the required standards with minimum risk to employees, Other Service Providers, members of the public, equipment or materials.

- e) Provide documented robust safe systems of work to the appropriate staff and Sub-Contractors. Ensure that Sub-Contractors engaged in high- risk activities are working in accordance with their agreed Method Statement.
- f) Ensure that copies of all health and safety documentation are submitted to the TTL in advance, this to include Service Provider's health and safety plan, method statement, risk and COSHH assessments etc.
- g) Know the requirements of relevant construction related Regulations and other legislation (some of which are listed in paragraph 36.1 below) and ensure that they are observed on site.
- h) Ensure that a risk assessment has been carried out of any substance, process, or work activity that could be considered hazardous to health and safety, and that appropriate control measures, training, instruction, protective equipment etc have been provided.
- i) Keep all registers, records and reports up to date and properly completed and ensure that they are kept in a safe place, and available for inspection by the TTL or its agents at any time. Ensure that copies of Regulations, Approved Codes of Practice (ACOPS), relevant HSE Guidance Notes, other safety related information, and statutory notices are available and/or prominently displayed.
- j) Ensure that persons appointed to make the necessary inspections of excavations, plant etc have sufficient knowledge and relevant certification to evaluate all aspects of safety relating to the item being inspected.
- k) Make readily available copies of all relevant certificates of competence for all staff working under this Contract.
- l) Ensure that all managers, supervisors and operatives under their control are aware of their responsibilities for safe working and not required or permitted to take unnecessary risks.
- m) Ensure that any electricity supply is installed and maintained in a safe and proper manner and that only suitably competent and qualified electricians undertake works pertaining to electrical equipment.
- n) Implement arrangements with Sub-Contractors and others on site to avoid confusion about areas of responsibility for health, safety and welfare, and ensure liaison is maintained.
- o) Plan and maintain safe and tidy work sites.
- p) Ensure that an adequate supply of protective clothing and

equipment are supplied and maintained and that the equipment is in good working condition and suitable.

- q) Ensure that all senior staff set a personal example on site by wearing appropriate protective equipment.
- r) Ensure that all staff wear the appropriate personal protective clothing and equipment issued when required.
- s) Ensure that adequate first-aid facilities are available and that all persons on site are aware of their location and the procedure for receiving treatment for injuries.
- t) Ensure that an effective system is organized such that, in the event of a situation occurring on-site which requires emergency medical attention, that operatives have the ability to deal with this including summoning emergency medical assistance where required.
- u) Ensure that upon the issuing of any Notice (Prohibition or Improvement) by an inspector of any relevant enforcing authority (HSE, Environmental Health Officer, Environment Agency Officer, Fire Officer etc) for any aspect of the Service Provider's operations relating to this Contract, that the TTL are made aware of its contents, any restrictions this places upon successful operation of the Contract, and the actions the Service Provider intends to take to ensure compliance.
- v) Co-operate with the TTL and advise them before commencing new or unfamiliar methods of work or potentially hazardous operations or substances.
- w) Ensure that adequate fire precautions are provided (including but not limited to: any flammable liquids or liquefied petroleum gases) and that flammable substances are stored and used safely.
- x) Fully investigate the circumstances of all accidents resulting in injury, damage or loss of working time, and inform the TTL of any resultant actions.
- y) Report any accidents, near misses or dangerous occurrences that take place throughout the duration of the Contract to the TTL, and, report as required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, as amended.
- z) Ensure that full and proper consideration is given to the additional risks posed by lone working, should activities be undertaken in this way. Undertake specific risk assessments for lone working and ensure appropriate control measures are instituted.
- aa) All work must be carried out in accordance with the relevant statutory provisions and must take into account the safety of

others on site and the general public.

bb) All plant or equipment brought onto the site must be safe and in good working condition, fitted with any necessary guards and safety devices and with any necessary test certificates available for inspection. Details of the assessment of noise from plant, equipment or operations must be provided to the TTL before work commences.

cc) No power tools or electrical equipment of greater voltage than 110 volts may be brought onto the site. All transformers, generators, extension leads, plugs and sockets must be to the latest British Standards for industrial use, and in good condition, and regularly tested by a person qualified to do so.

28 RESPONSIBILITIES – THE SERVICE PROVIDER’S OPERATIVES

28.1 The Service Provider / sub Service Provider’s operatives will be expected to comply with the following:

- a) Read and understand the Service Provider’s Health and Safety documentation and to carry out work in accordance with its requirements.
- b) Understand the related Regulations applicable to the work on which operatives are engaged and ensure they are observed.
- c) Incorporate safety instructions in routine orders and see that they are obeyed.
- d) Not take unnecessary risks.
- e) Ensure that new employees, particularly apprentices and young persons, are shown the correct method of working and all safety precautions.
- f) Ensure that young employees (under 18 years) do not drive any item of plant or operate any type of tool or equipment except under direct supervision.
- g) Not indulge in “horseplay” or dangerous practical jokes – those who do so, to be reprimanded and suitably disciplined.
- h) Report immediately any defects of plant or equipment to their Supervisor/Manager.
- i) Report any accident/incident, however minor, to their Supervisor/Manager immediately.
- j) Set an example to their colleagues by wearing protective clothing

and by carrying out work in a safe manner.

- k) Look for and suggest ways of eliminating hazards. Bring to the notice of their supervisor/manager any improvements or additions to the Service Provider's safety policy/risk assessments etc which should be made.
- l) Ensure they wear the appropriate personal protective clothing and equipment issued when required.
- m) Alert fellow staff regarding the existence of known hazards.
- n) Where required to do so, establish effective arrangements for communication and cooperation with other Service Providers who may be working on site or nearby.

29 RISK ASSESSMENTS

29.1 The Management of Health and Safety at Work Regulations 1999 require all employers to assess the risk to workers and any others who may be affected by their undertaking. Before commencing any work the Service Provider(s) will be expected to have undertaken a systematic examination of each working activity, recording the significant findings of each risk assessment indicating the hazard present, the relevant risk, the people exposed to those risks, and the control measures in place.

29.2 The Service Provider shall provide details of these risk assessments to the TTL prior to work commencing.

29.3 Risk assessments will be expected to be reviewed whenever there is reason to believe that any of them are no longer valid or otherwise at intervals not exceeding 12 months. The findings of all assessments will be recorded and made available for inspection by the TTL. Every effort is expected to be made to develop work practices which will reduce the level of risk.

29.4 Known hazards include, but are not limited to:

- moving vehicles
- noise
- falls from height
- falling objects
- dust
- vibration

- fire
- electricity
- gas
- hazardous substances
- sewage
- manual handling
- excavations
- buried services
- extreme heat
- extreme cold
- poor lighting
- adverse weather
- machinery
- flying particles
- lone working
- slips, trips and falls
- driving and parking
- site waste
- violence/assault

30 PERSONAL PROTECTIVE EQUIPMENT (PPE)

30.1 The Service Provider shall ensure that all staff wear the appropriate PPE as identified in the Service Provider's risk assessments, as identified in any codes of practice, safety policies, or manufacturer's instructions etc.

30.2 Commonly used PPE and ancillaries are shown below, and should be to a suitable level:

- overalls

- goggles/safety glasses
- gloves – cotton/impervious PVC
- barrier cream
- dust mask
- first aid box
- eye-wash station
- hard hat
- safety footwear to BS 1870
- ear defenders
- visibility - whether on-site or visiting, all personnel must wear a high- visibility jacket or waistcoat conforming to BS EN 471 both to Appendix G or better, at all times
- specialist PPE as may be required

31 NOISE CONTROL

31.1 Operatives must also be receptive to the immediate environment and time in which they are working. Noise must be kept as low as reasonably practicable and within permitted levels.

32 STAFF TRAINING

32.1 The Service Provider must ensure that prior to commencement of the Contract; all its operatives have attended relevant safety induction training. The training will be expected to cover the following:

- COSHH Assessments for materials to be used on site.
- Special provisions for protection of public.
- Hazards and Risk Assessments, relevant control measures and use of PPE.
- On-Street Asset component parts for accurate damage reporting.
- Be fit, well and able to perform their tasks safely without risk of injury to themselves or others. If a task is thought to be unsafe then the Service Provider's senior management and the TTL must be consulted immediately. Tasks must not be attempted if thought to be unsafe.
- Comply with directives given during training and practice the safety

procedures described.

- Wear suitable clothing and footwear.

33 DISPLAY OF NOTICES

33.1 The Health and Safety Law Poster shall be displayed prominently at each location of work (offices, depots etc).

33.2 First aid poster, employees liability insurance details shall also be displayed prominently at each location of work.

33.3 Signage will be displayed at each depot as separately detailed. Depot signage will include the requirement for wearing of PPE.

34 TASK-RELATED HEALTH AND SAFETY INFORMATION

34.1 The Service Provider's operatives working on-site shall have, as a minimum, access to the following information on their vehicles:

- Health and Safety policy
- Relevant risk assessments
- Method statements (where applicable)
- Emergency contact details/emergency plan

35 SURVEILLANCE AND INSPECTIONS

35.1 Surveillance and inspections will be carried out by the following:

- TTL or its agents.
- The Service Provider.
- HSE Inspector or Local TTL Highways Enforcement Officer.

35.2 TTL or its agents will be provided with free and full access to all Service Provider's depots, offices, and on-site work areas for the purposes of carrying out contract conditions audits and/or site inspections. In addition the Service Provider shall provide the TTL or its agent's information as to the planned works on any particular date and at any particular time.

35.3 TTL or its agents may request that they be accompanied by a suitably qualified and senior member of the Service Provider's staff whilst undertaking health and safety inspections of the Service Provider's works.

35.4 The Service Provider will ensure that all inspections are properly recorded, and that relevant inspection records are signed by the inspecting person.

35.5 The frequency of inspections will be determined exclusively by the TTL.

36 RELEVANT LEGISLATION

36.1 All work will be carried out in accordance with, but not limited to, the following

Legislation:

- The Health and Safety at Work Act etc 1974
- The Health and Safety (Welfare) Regulations 1996
- The Construction, Design and Management Regulations 2007 (if deemed applicable)
- The Management of Health and Safety at Work Regulations 1999
- The Manual Handling Regulations 1992
- The Personal Protective Equipment Regulations 1992
- The Construction (Head Protection) Regulations 1989
- The Health and Safety (First Aid) Regulations 1981
- The Control of Substances Hazardous to Health Regulations 2002
- The Electricity at Work Regulations 1989
- The Provision and Use of Work Equipment Regulations 1998
- The Lifting Operations and Lifting Equipment Regulations 1998
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended)
- Noise at Work Regulations 1989
- The Occupiers Liability Act, both 1957 & 1984
- The Environmental Protection Act 1990
- The Control of Pollution Act 1974 & (Amendment) Act 1989
- The Workplace (Health, Safety and Welfare Regulations) 1992

36.2 All work will be carried out in accordance with, but not limited to, the following Codes of Practice/Guidance Notes:

- DfT Code of Practice - Safety at Street Works and Road Works 2013 v2
- New Roads and Street Works Act 1991
- HSE Avoiding Danger from underground services HS(a)47 1996

36.3 Other relevant ACOPS and HSE Guidance Notes as applicable must be used.

EQUALITY AND SUPPLIER DIVERSITY

37 Compliance

37.1 Without limiting any other provision of this Contract, the Service Provider shall, in relation to the Services:

- (A) not unlawfully discriminate; and
- (B) procure that the Service Provider's Personnel do not unlawfully discriminate,

within the meaning and scope of the Equality Act 2010 (the "**Equality Act**") and any other relevant enactments in force from time to time relating to discrimination in employment.

38 The General Equality Duty

38.1 The Service Provider acknowledges that under section 149 of the Equality Act TTL is under a duty to have due regard for the need to, amongst other things:

- (A) eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act;
- (B) advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and
- (C) foster good relations between people who share a relevant protected characteristic and persons who do not.

38.2 As at the Contract Commencement Date, the nine (9) protected characteristics as set out in the Equality Act are: (i) age; (ii) disability; (iii) gender reassignment; (iv) marriage and civil partnership; (v) pregnancy and maternity; (vi) race; (vii) religion and belief; (viii) sex; and (ix) sexual orientation.

38.3 In the performance of this Contract, the Service Provider shall, and shall procure that its Sub-Contractors shall, assist and co-operate with TTL to the greatest extent possible in satisfying this duty.

38.4 TTL's bullying and harassment policy (the "**Bullying and Harassment Policy**") as updated from time to time and notified to the Service Provider requires TTL's own staff and those of its contractors to comply fully with the Bullying and Harassment Policy to eradicate bullying and harassment in the workplace. The Service Provider shall:

- a) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Contract (including Key Sub-Contractors) are fully conversant with the requirements of the Bullying and Harassment Policy;
- b) fully investigate allegations of workplace bullying and harassment in accordance with the Bullying and Harassment Policy; and
- c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

39 Approved Equality and Diversity Plan

39.1 The Service Provider shall ensure that the document library at all times includes up-to-date versions of the Approved Strategic Equality and Diversity Plan, the Approved Equality and Diversity Training Plan and the Approved Supplier Diversity Plan.

40 Strategic Equality and Diversity Plan

40.1 The Service Provider shall comply with the Approved Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors:

(a) adopts and implements; and

(b) in respect of other tiers of sub-contractors beneath the Sub-Contractors ("**Indirect Sub-Contractors**"), procures that those Indirect Sub-Contractors adopt and implement,

an equality and diversity policy in respect of their respective employees engaged in relation to the performance of this Contract which is at least as extensive in scope as the Approved Strategic Equality and Diversity Plan.

41 Equality and Diversity Training Plan

41.1 During the Term, the Service Provider shall comply with the Approved Diversity Training Plan in relation to all of its Personnel and shall procure that each of its Sub-Contractors:

(a) adopts and implements; and

(b) in respect of its Indirect Sub-Contractors, procures that those Indirect Sub-Contractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in relation to the performance of this Contract which is at least as extensive in scope as the Approved Equality and Diversity Training Plan.

42 Supplier Diversity

42.1 During the Term, the Service Provider shall at all times comply with the Approved Supplier Diversity Plan. The Service Provider shall procure that each of its Sub-Contractors:

- (a) adopts and implements; and
- (b) in respect of its Indirect Sub-Contractors, procures that those Indirect Sub-Contractors adopt and implement,

a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Approved Supplier Diversity Plan.

43 Monitoring And Reporting

43.1 Subject to paragraph 43.2, the Service Provider shall provide to TTL on the Contract Commencement Date and subsequently every six (6) Months thereafter (or at such lesser or greater intervals as determined by TTL acting reasonably and notified to the Service Provider) the following information:

- (A) the proportion of Service Provider employees, agents and consultants and, to the extent reasonably possible, the employees of its Sub-Contractors and Indirect Sub-Contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of this Contract, who are:
 - (1) female;
 - (2) of non-white British origin or who classify themselves as being non-white British;
 - (3) from the local community; and/or
 - (4) disabled; and
- (B) the proportion of its Sub-Contractors and Indirect Sub-Contractors that are Small or Medium Enterprises and/or Black and Minority Ethnic Businesses (BMEs).

43.2 The Service Provider shall ensure at all times that it, its Sub-Contractors and its Indirect Sub-Contractors comply with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TTL pursuant to paragraph 43.1.

44 Diversity Infractions

44.1 If the Service Provider or any of its Sub-Contractors commits a Diversity Infraction, TTL shall be entitled (but shall not be obliged) to:

(a) without prejudice to any other right or remedy it might have under this Contract and where a Diversity Infraction is committed by the Service Provider, serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction and the Service Provider shall cease committing and remedy such Diversity Infraction within thirty (30) calendar days of receipt of such notice (or such longer period as may be specified by TTL in the notice); or

(b) where the Diversity Infraction is committed by a Sub-Contractor of the Service Provider, serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction, and the Service Provider shall procure that the relevant Sub-Contractor ceases committing and remedies the Diversity Infraction within thirty (30) calendar days of receipt by the Service Provider of such notice (or such longer period as may be specified by TTL in the notice).

44.2 If the Service Provider fails to procure the remedy of any Diversity Infraction referred to in paragraph 44.1, TTL may (in its sole discretion) serve a further written notice upon the Service Provider and within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified by TTL in the notice), the Service Provider shall terminate the engagement of its Sub-Contractor under the relevant Sub-Contract and procure performance of the affected works or services by another Sub-Contractor and TTL may, in its sole discretion, require that the Service Provider provides evidence to substantiate such Sub-Contractor's compliance with the obligations specified in paragraphs 37 to 42 of this schedule.

45 Equality and Diversity Audit

45.1 TTL (or such Third Party as may be nominated by TTL) may undertake an audit of any and/or all information relating to the Service Provider's compliance with paragraphs 37 to 42 of this schedule in accordance with Clause 34 (*Records, Audit and Inspection*) of this Contract.

45.2 The Service Provider shall, and shall procure that each of its Sub-Contractors shall and, where applicable subject to the provisions of paragraphs 37 to 412, its Indirect Sub-Contractors shall, maintain and retain the Minimum Records for a minimum of six (6) years with respect to all matters relating to the performance of paragraphs 37 to 42. The Service Provider shall procure that each Sub-Contract between it and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 37 to 42, each sub-contract between its Sub-Contractor and any Indirect Sub-Contractor of the Service Provider and each sub-contract between the Service Provider's Indirect Sub-Contractors shall contain rights of audit in favour of

and enforceable by TTL substantially equivalent to those granted by the Service Provider pursuant to paragraph 45.1.

45.3 The Service Provider shall promptly provide, and shall procure that its Sub-Contractors shall and, where applicable subject to the provisions of paragraphs 37 to 41, its indirect sub-contractors shall, promptly provide all reasonable co-operation to TTL or its nominated Third Party in relation to any audit including, to the extent reasonably possible in each particular circumstance:

- (a) granting or procuring the grant of access to any premises used in the Service Provider's performance of this Contract or in the relevant Sub-Contractor's or Indirect Sub-Contractor's performance of its sub-contract, whether on the Service Provider's own premises or otherwise;
- (b) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or relevant Sub-Contractor's or Indirect Sub-Contractors obligations specified in paragraphs 37 to 42, wherever situated and whether the Service Provider owns the equipment or otherwise; and
- (c) complying with TTL's (or its nominated Third Party's) reasonable requests for access to the Service Provider's senior Personnel (including Key Personnel) engaged in the performance of this Contract or the relevant Sub-Contractor's or Indirect Sub-Contractor's performance of its sub-contract.

APPENDIX 1 - ETHICAL SOURCING APPENDIX: THE ETI BASE CODE

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.2.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.2.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.2.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.2.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.2.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.3 CHILD LABOUR SHALL NOT BE USED

- 1.3.1 There shall be no new recruitment of child labour.
- 1.3.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.3.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.3.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.4 LIVING WAGES ARE PAID

- 1.4.1 Wages and benefits paid for a standard working week meet, at a

minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.4.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.4.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.5 WORKING HOURS ARE NOT EXCESSIVE

1.5.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.5.2 Not used.

1.6 NO DISCRIMINATION IS PRACTISED

1.6.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.7 REGULAR EMPLOYMENT IS PROVIDED

1.7.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.7.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.8 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.8.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

APPENDIX 2 - HEALTH, SAFETY AND ENVIRONMENT POLICY



Surface Transport Health, Safety and Environment Policy

My commitment

Our vision is a harm-free transport network that achieves the highest safety and environmental standards for everyone. Together with the Commissioner, the TfL Leadership Team, and our Directors, I am committed to meeting our vision and these expectations by promoting health, safety and environmental considerations as part of our core business undertakings.

We want to ensure that:

- our staff, suppliers and contractors are not exposed to unnecessary risk
- our customers and users have a safe journey every time
- we deliver, operate and maintain safe services and assets without harming the environment.

How we go about this

Each year Surface Transport business areas develop health, safety and environmental objectives that help to deliver our vision, and we provide adequate resources to deliver these, adopting best practice where appropriate.

We will continue to assess and introduce measures to ensure risks remain as low as reasonably practicable. We will communicate to you all the information that affects our staff, suppliers and contractors. There is regular review of safety, health and environmental performance to identify areas for continuous improvement.

TfL has put in place a health, safety and environment management system that is regularly updated, appropriately reviewed and made available on the Intranet for you or your manager to access and use.

As an employee of Surface Transport, you will be provided with relevant training, equipment and workplaces that allow all activities to be undertaken in a way that ensures the safety of customers and users whilst maintaining the highest environmental standards

Your health and wellbeing is important. TfL provides occupational health services and suitable welfare facilities at your work place.

We will continue to consult on health and safety matters as appropriate, and provide the opportunity for health, safety and environmental matters to be raised and discussed with management teams.

What we can all do

Follow set guidelines, procedures and instructions; don't take shortcuts; report all accidents, incidents and near-misses and raise any health, safety and environmental concerns with your line manager. As employees of TfL, we all have a duty to follow our health, safety and environmental management system to ensure that we minimise risk to ourselves and others whilst protecting the environment.

A handwritten signature in black ink.

Managing Director, Surface Transport

July 2013

MAYOR OF LONDON

Transport for London



SCHEDULE 9 – RE-TENDER COOPERATION

The Service Provider shall support an orderly and controlled transition of responsibility for the provision of the Services from the Service Provider to a new service provider, at TfL's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to TfL by means of implementing any exit plan.

The Service Provider shall promptly provide all such information about the provision of the Services as TfL may require (upon request by TfL) for the purpose of re-tendering the Services and in order to provide such information to third parties who have been invited to tender for the provision of such Services.

The Service Provider shall also provide all necessary co-operation and assistance in order to ensure the smooth transfer of part or all of the Services to TfL or a new service provider in the event of termination or expiry of the Agreement.

All such support, co-operation and assistance shall be provided at no additional cost to TfL.