



Outline Agreement Number: **4600003979**

Contract Reference Number: **tfl_scp_000999**

Date: **14 October 2014**

Contract for Services

between

Transport for London

and

***Facilities Management Training Ltd trading as
Adult Learning Institute***

Version: 4

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	3
2.	COMMENCEMENT AND DURATION	10
3.	THE SERVICES	10
4.	CHARGES	12
5.	PAYMENT PROCEDURES AND APPROVALS	12
6.	WARRANTIES AND OBLIGATIONS	14
7.	OPERATIONAL MANAGEMENT	14
8.	SERVICE PROVIDER'S PERSONNEL	15
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	16
10.	CONFLICT OF INTEREST	17
11.	ACCESS TO PREMISES	17
12.	COMPLIANCE WITH POLICIES AND LAW	18
13.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	24
14.	EQUIPMENT	24
15.	QUALITY AND BEST VALUE	25
16.	RECORDS, AUDIT AND INSPECTION	25
17.	SET-OFF	26
18.	INDEMNITY	26
19.	INSURANCE	26
20.	THE AUTHORITY'S DATA	27
21.	INTELLECTUAL PROPERTY RIGHTS AND LONDON 2012	27
22.	PROTECTION OF PERSONAL DATA	28
23.	CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY	28
24.	FREEDOM OF INFORMATION	29
25.	DISPUTE RESOLUTION	31
26.	BREACH AND TERMINATION OF CONTRACT	32
27.	CONSEQUENCES OF TERMINATION OR EXPIRY	33
28.	DECLARATION OF INEFFECTIVENESS	34
29.	SURVIVAL	35
30.	RIGHTS OF THIRD PARTIES	35
31.	CONTRACT VARIATION	36
32.	NOVATION	36
33.	NON-WAIVER OF RIGHTS	36
34.	ILLEGALITY AND SEVERABILITY	36
35.	NOTICES	36
36.	ENTIRE AGREEMENT	37
37.	COUNTERPARTS	37

38.	RELATIONSHIP OF THE PARTIES	37
39.	FURTHER ASSURANCE	38
40.	GOVERNING LAW	38
	SCHEDULE 1 - KEY CONTRACT INFORMATION.....	40
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	44
	SCHEDULE 3 - SPECIFICATION	49
	SCHEDULE 4 - CHARGES	79
	SCHEDULE 5 - PROJECT PLAN.....	80
	SCHEDULE 6 - FORM FOR VARIATION	81
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS.....	83

THIS CONTRACT is made the

day of

2014

BETWEEN:

- (1) Transport for London, whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("**the Authority**"); and
- (2) Facilities Management Training Ltd, a company registered in England and Wales (Company Registration Number 07045762) whose registered office is at 86 Manor Green Road, Epsom, Surrey KT19 8LN ("**the Service Provider**").

RECITALS:

- A. The Authority requires the service provider to supply a professional, independent quality assurance role in respect of all the prospective and existing Topographical Skills Assessors who have been approved by the authority to deliver topographical skills assessment service to private hire driver applicants.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

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

"Approved Driver Training" the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training the details of which can be found at: www.fors-online.org.uk

"Authority Premises" any land or premises (including temporary buildings) owned or occupied by or on behalf of the Authority (and where the Authority is

	TfL, including any member of the TfL Group);
“Bronze Membership”	the minimum level of FORS membership, the requirements of which are more particularly described at: www.fors-online.org.uk
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 and/or Clause 31;
“Class VI Mirror”	a mirror fitted to a Freight Vehicle that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
“Close Proximity Sensor”	a device consisting of either a camera and/or a sensor system that detects objects in a vehicle’s blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle’s indicators are engaged;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (and where the Authority is TfL, including the

	TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority (and where the Authority is TfL, any member of the TfL Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
“Driver”	any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“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 the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“FORS”

the Fleet Operator Recognition Scheme, which is an accredited membership scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate members to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Membership Terms”

the terms of the membership agreement of the Fleet Operator Recognition Scheme, a copy of which can be found at:
www.fors-online.org.uk

“Freight Vehicle”

a Lorry, a Van or a Car-derived Van;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

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

“Intellectual Property Rights”

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

“Key Personnel”

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

“Lorry”

a vehicle with an MAM exceeding 3,500 kilograms;

“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;

“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation and/or project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services and/or activities pursuant to Clause 31; and</p> <p>(b) any services, functions or</p>

	responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
“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;
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL Group”	TfL and 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;
“Transparency Commitment”	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; 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 execution of the Contract;

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

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

3. The Services

3.1 The Service Provider:

- 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
- 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
 - 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where reasonably requested to do so by the Greater London Authority or any of its other functional bodies (currently, Transport for London, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or such other functional body of the GLA on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall

maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

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

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
 - 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
 - 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,and shall not make any separate charge for submitting any invoice.
- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

- 5.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.4.2 not been calculated correctly 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.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

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

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform the Contract; and

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

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

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

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

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

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

7. Operational Management

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations

to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.

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

8. Service Provider's Personnel

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

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or, where TfL is the Authority any member of the TfL Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

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

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

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

- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or where TfL is the Authority the TfL Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and
 - 9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding

30 days from receipt of a valid invoice as defined by the sub-contract requirements.

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

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

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

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

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or where TfL is the Authority any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or where TfL is the Authority any member of the TfL Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. **Access to Premises**

11.1 Subject to Clause 8.4 any access to any Authority Premises made available to the Service Provider in connection with the proper

performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging and/or low emission zone charging. The Service Provider shall:

- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and where TfL is the Authority any member of the TfL Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's

website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with 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 the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 76A of the Sex Discrimination Act 1975, section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and cooperate with the Authority where possible in satisfying this duty;
- 12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

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

12.1.6 shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;

12.1.7 Where the GLA is the Authority the Service Provider shall:

12.1.7.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.6 as are relevant to the Contract and the Service Provider's activities;

12.1.7.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.6;

12.1.7.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.6;

12.1.7.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.7 as if the sub-contractor were in the position of the Service Provider;

12.1.7.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.7. In particular, the Service Provider shall provide any evidence requested within such timescale as the

Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.7; and

12.1.7.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, or the Equality Act 2010.

12.1.8 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.8, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.9 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

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

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

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

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

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

- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Fleet Operator Recognition Scheme Membership

- 12.3 Where the Service Provider operates Freight Vehicles, it shall within 90 days of executing the Contract:
 - 12.3.1 (unless already registered) register for membership of FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to membership of FORS (the “Alternative Scheme”); and
 - 12.3.2 have attained the standard of Bronze Membership of FORS (or higher) or the equivalent within the Alternative Scheme.
- 12.4 The Service Provider shall maintain the standard of Bronze Membership (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Membership Terms 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 Membership of FORS, the maintenance requirements shall be undertaken in accordance with the periods set out in their FORS Silver or Gold membership agreement.
- 12.5 The Service Provider shall use its best endeavours to ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 12.3 and 12.4 as if they applied directly to the sub-contractor.

Safety Equipment on Vehicles

- 12.6 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:
 - 12.6.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;
 - 12.6.2 have a Close Proximity Sensor;
 - 12.6.3 have a Class VI Mirror; and
 - 12.6.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

Driver Licence Checks

12.7 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last 12 months:

12.7.1 0 – 3 points on the driving licence – annual checks;

12.7.2 4 – 8 points on the driving licence – six monthly checks;

12.7.3 9 – 11 points on the driving licence – quarterly checks; or

12.7.4 12 or more points on the driving licence – monthly checks.

Driver Training

12.8 The Service Provider shall ensure that each of its Drivers who has not undertaken:

12.8.1 Approved Driver Training in the last three years, undertakes Approved Driver Training within 60 days of the commencement of this Contract;

12.8.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme).

Collision Reporting

12.9 Within 15 days of the commencement of this Contract, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

FORS Reports

12.10 Within 30 days of its becoming a member of FORS or of the Alternative Scheme, the Service Provider shall make a written report to the Authority at fors@tfl.gov.uk detailing its compliance with clauses 12.6, 12.7 and 12.8 of this Contract (the "Safety, Licensing and Training Report"). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority at fors@tfl.gov.uk on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

Obligations of the Service Provider Regarding Subcontractors

12.11 The Service Provider shall procure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

12.11.1 For Lorries – Clauses 12.6, 12.7, 12.8 and 12.9; and

12.11.2 For Vans – Clauses 12.6.4, 12.7, 12.8 and 12.9.

Failure to Comply with Freight-related Obligations

12.12 Without limiting the effect of clause 26, if the Service Provider fails to comply with clauses 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10 and 12.11:

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

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by the Authority.

13. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group nor favour any employee, officer or agent of the Authority or where TfL is the Authority 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 Authority or where TfL is the Authority any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

14. Equipment

14.1 Risk in:

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

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

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

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

15. Quality and Best Value

- 15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

- 15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. Records, Audit and Inspection

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

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

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

Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

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

18. **Indemnity**

18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and where TfL is the Authority 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 the 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 the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

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

19. **Insurance**

19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

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

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

- 19.1.3 product liability; and
- 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 19.2 The insurance cover will be maintained with a reputable insurer.
- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.
- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.
- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.
- 20. **The Authority’s Data**
- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.
- 21. **Intellectual Property Rights and London 2012**
- 21.1 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 or 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 this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of

charge to use such materials in connection with the use of the Products.

- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.
- 21.5 The Service Provider shall not (without the prior written approval of the London Organising Committee of the Olympic Games Limited ("LOCOG") in each case) represent that any Products or Services provided under the Contract have been endorsed or approved by the Authority, the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012, including by publishing or issuing any statement (factual or otherwise) about the Service Provider's provision of the Products or Services to the Authority.

22. Protection of Personal Data

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

23. Confidentiality, Announcements and Transparency

- 23.1 Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:
 - 23.1.1 the terms of this contract; and
 - 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
 - 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 23.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 24.1 below) . The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.
- 23.8 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information**

24.1 For the purposes of this Clause 24:

- 24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-

enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

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

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

24.2 The Service Provider acknowledges that the Authority:

24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

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

24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or where TfL is the Authority 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 2 Business Days of receiving such Information Request; and

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

24.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

25. **Dispute Resolution**

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. Breach and Termination of Contract

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

26.1.1 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

26.1.2 the Service Provider is subject to an Insolvency Event;

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

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

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

26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.

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

26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the

date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.

26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.

26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. **Consequences of Termination or Expiry**

27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

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

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

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

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

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

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

27.4 On termination of the Contract under Clause 26.1 or a cessation of any Services under Clause 26.4 (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 26.1), 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.

28. Declaration of Ineffectiveness

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

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

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

in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.

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

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. **Rights of Third Parties**

30.1 Save that any member of the TfL Group and the GLA has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including the GLA or any member of the TfL Group.

31. Contract Variation

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

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

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

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

33. Non-Waiver of Rights

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

34. Illegality and Severability

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

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded

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

if delivered by hand, at the time of delivery;

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

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

36. Entire Agreement

36.1 Subject to Clause 36.2:

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

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

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

37. Counterparts

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

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the

Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

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

40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and/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 CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)	
for and on behalf of)	
The Authority)	
	Signature	Print name and Position
		Date: / / 2014

Signed by)	
for and on behalf of)	
the Service Provider)	
	Signature	Print name and Position
		Date: / / 2014

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number:** tfl_scp_000999
- 2. Name of Service Provider:**
Facilities Management Training Ltd trading as Adult Learning Institute
- 3. Commencement:**
 - (a) Contract Commencement Date:** 1 / 11 / 2014
 - (b) Service Commencement Date:** 1 / 11 / 2014
- 4. Duration/Expiry Date:** 31 / 10 / 2015
(12 month contract with the option to extend for a further 24months in total)
- 5. Payment Period (see Clause 5.1):**
[insert alternative period]
Where no alternative is listed, the payment period shall be 4-weekly

Address where invoices shall be sent:



Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider: Invoices to be sent by email pdf. to accountspayable@tfl.gov.uk

- 7. Time for payment where not 30 days (see Clause 5.4):**
- 8. Details of the Authority's Contract Manager**

Name: Taxi and Private Hire Contracts Manager
Address: Transport for London, Palestra Building, 197 Blackfriars Road, London, SE1 8NJ
Tel: [Redacted]
Fax: [Redacted]
Email: [Redacted]

9. Details of the Authority's Procurement Manager

Name:

[REDACTED]

Address: Transport for London, Palestra Building, 197 Blackfriars Road, London, SE1 8NJ

Tel:

[REDACTED]

Fax:

[REDACTED]

Email:

[REDACTED]

9. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	Director / Assessment Centre Inspection Assessor
[REDACTED]	[REDACTED]	Director / Assessment Centre Inspection Assessor

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

90 days unless an alternative is listed here

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

For the Authority:

Transport for London, 4th Floor,
Palestra Building, 197 Blackfriars
Road, London, SE1 8NJ

Facsimile number: [REDACTED]

For the attention of: Taxi & Private
Hire Contracts Manager

For the Service Provider:

Facilities Management Training Ltd,
86 Manor Green Road, Epsom,
Surrey, KT19 8LN

For the attention of: [REDACTED]
[REDACTED]

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

13. **Training to be provided by the Service Provider in accordance with Clause: N/A**

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A12 OPTION TO EXTEND DURATION

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

A13 OPTION TO EXTEND SERVICES

- A13.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification as well as additional requests over the period of the contract by the Authority.
- A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than one month's written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.
- A13.3 The Service Provider acknowledges and agrees that:
- A13.3.1 the Authority shall be under no obligation to exercise an option under this Clause;
- A13.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and
- A13.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.
- A13.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

A14

CRIME AND DISORDER ACT 1998

A14.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

- A14.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;
- A14.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
- A14.1.3 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 Contract, 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.

A30

LONDON LIVING WAGE

A30.1 For the purposes of this Clause A30, unless the context indicates otherwise, the following expressions shall have the following meanings:

“London Living Wage”	the basic hourly wage of £8.80 (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Service Provider.
-----------------------------	---

A30.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

- A30.2.1 ensure that none of its employees engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- A30.2.3 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;
- A30.2.4 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;

- A30.2.5 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
- A30.2.6 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- A30.3 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

A33 SUPPLIER DIVERSITY

A33.1 Compliance

A33.1.1 Without limiting the generality of any other provision of this Contract, the Contractor:

- (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 Works,

within the meaning and scope of the Sex Discrimination Act 1975, Race Relations Act 1976, the Disability Discrimination Act 1995, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Age) Regulations 2006 and any other relevant enactments in force from time to time relating to discrimination in employment.

A 33.1.2 The Contractor acknowledges that TfL as a public authority is subject to statutory duties to promote race, disability and gender equality. In the performance of the Contract, the Contractor shall and shall use reasonable endeavours to procure that its direct and indirect subcontractors assist and cooperate with TfL where possible in satisfying the following duties:

- (a) the duty under section 76A of the Sex Discrimination Act 1975,
- (b) the duty under section 71 of the Race Relations Act 1976,

- (c) the duty under section 49A of the Disability Discrimination Act 1995, and
- (d) the further duty which comes into force as a result of any other relevant enactment from time to time in force.

A33.1.3 The Contractor acknowledges that TfL is under a duty by virtue of a Mayor's direction under section 155 of the Greater London Authority Act 1999 (in respect of the Greater London Authority's duty under section 404(2) of the Greater London Authority Act 1999) to have due regard to the need to:

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

and in the performance of the Contract, the Contractor shall and shall use reasonable endeavours to procure that it and its direct and indirect subcontractors assist and co-operate with TfL where possible to enable TfL to satisfy its duty.

A33.1.4 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 Contractor 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.

A33.7 Equality and Diversity Infractions

A33.7.1 If the Contractor 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 Contractor then TfL may serve written notice upon the Contractor identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Contractor 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 Contractor, TfL may serve written notice upon the Contractor identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Contractor 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 Contractor of such notice (or such longer period as may be specified in the notice). If the Contractor fails to procure the remedy of the Diversity Infraction, TfL may serve a further written notice upon the Contractor and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Contractor 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 A33.2 to A33.5 of this Contract.

A33.7.2 It shall be a fundamental term and condition of the Contract that the Contractor complies with its obligations under clauses A33.7.1 (a) to A33.7.1(b). Where, following receipt of a notice given pursuant to clause A33.7.1(a) or A33.7.1(b) the Contractor fails to remedy a Diversity Infraction to the satisfaction of TfL or in the case of clause A33.7.1(b) fails to terminate the contract with a defaulting subcontractor and procure performance by another person on the terms specified in clause A33.7.1(b) the Contractor will be in breach of the Contract and TfL shall be entitled (but not obliged) to terminate the Contract, without further notice to the Contractor, in accordance with the [termination clause] in the Contract Conditions.

A.33.7.3 For the purposes of this clause A33.7 "Equality & Diversity Infraction" means any breach by the Contractor of its obligations specified in clauses A33.2 to A33.5 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 A33.2 to A33.5 of this Contract.

SCHEDULE 3 - SPECIFICATION

**Private Hire Driver Licensing
Topographical Skills Assessment**

**Specification for the Provision of an
Assessment Service**

Contents

1	Background.....	51
2	Statutory responsibilities and requirements	51
3	Details of the topographical skills assessment to be delivered	52
4	Potential volumes.....	52
5	Exemptions	53
6	Objectives	53
7	Submitting a proposal	53
8	Mandatory requirements	54
9	Key elements of the service delivery.....	56
10	Management information	57
11	Training/assessment records.....	57
12	Managing the service	57
	Appendix A – Topographical skills specification	
	Appendix B – Driver exemption categories	
	Appendix C – Evaluation criteria	
	Appendix D – Equal opportunities form	
	Appendix E – Sample certificate	

1 Background

- 1.1 Transport for London is responsible for the licensing and regulation in London of private hire vehicle (PHV) operators, drivers and vehicles, and taxi drivers and vehicles. The day to day licensing service is delivered by TfL's London Taxi and Private Hire directorate.
- 1.2 TfL is committed to ensuring PHV driver applicants have demonstrated appropriate topographical skills to be licensed as a PHV driver in London, and received certificated evidence from an agency appointed or accredited by TfL for this purpose. The agencies will be required to deliver an efficient and reliable assessment scheme for applicants wishing to be licensed as PHV drivers, and also to provide instruction to PHV driver applicants prior to this assessment. The assessments will need to meet the detailed topographical skills assessment specification defined by TfL, and be objective, fair and consistent in terms of quality
- 1.3 TfL invites interested external organisations to submit their proposals as to how they intend to deliver the service in order to meet the specification determined by TfL. Any proposal submitted to TfL will be formally evaluated by TfL in consultation with a professional, external assessment organisation approved by TfL for the purpose. Those organisations that are deemed to satisfy TfL evaluation criteria will then be 'approved' or 'accredited' to deliver the PHV driver topographical skills assessment.
- 1.4 Any organisation that is deemed to meet the evaluation criteria will then be placed on the list of 'approved' Topographical Skills Assessment service providers that is published on the TfL website. This list will provide applicants with the details of 'approved' providers and will include name of organisation, location, cost, course duration and contact details. PHV driver applicants will be free to select the service provider of their choice from this list.

2 Statutory responsibilities and requirements

- 2.1 The Greater London Authority Act 1999 (the GLA Act) transferred the licensing and regulation of London's hackney carriage (taxi) vehicles and drivers together with London's PHV operators, drivers and vehicles from the Secretary of State, Department for Transport, Local Government and the Regions to TfL. TfL has delegated its functions in relation to the licensing and regulation of PHVs and hackney carriages to London Taxi and Private Hire.
- 2.2 The Private Hire Vehicles (London) Act (the PHV Act) received Royal Assent in July 1998. The scope of the Act is indicated by the short title:
"An Act to provide for the licensing and regulation of private hire vehicles, and drivers and operators of such vehicles, within the metropolitan police district and the City of London; and for connected purposes."

2.3 The PHV Act includes a requirement that PHV drivers must show the Licensing Authority (i.e. TfL) that they possess a level of topographical skills.

2.4 Section 13(3) of the Private Hire Vehicles (London) Act 1998 (as amended by the GLA Act) states,

The Licensing Authority shall require applicants to show to the authority's satisfaction (whether by taking a test or otherwise) that they possess a level-

- a) of knowledge of London or parts of London; and
- b) of general topographical skills

which appears to the Licensing Authority to be appropriate.

3 Details of the topographical skills assessment to be delivered

3.1 In consultation with the private hire trade associations, TfL has developed a specification that defines the range of skills PHV driver applicants need to demonstrate. A copy of this specification is attached as Appendix A.

3.2 This specification is not prescriptive as to **how** a prospective service provider will deliver the service and it is likely that different service providers will choose to deliver the service in different ways. For example, some may prefer a predominantly paper-based method; others may prefer a computer-based method or, alternatively, a combination of the two.

3.3 Details on how prospective service providers are to submit their proposals and the information that needs to be included are given below.

4 Potential volumes

4.1 It is not possible to predict with any certainty the number of potential PHV driver applicants requiring the service. However, since the start up of PHV driver licensing in April 2003, the number of 'new' applicants applying has been around 12,000 per year. If the profile of applications remains at the same level, it is reasonable to assume that the rate of applicants requiring the service will be around 1,000 per month.

4.2 TfL cannot give any guarantees, however, about the number of applicants who may choose to use a particular service provider. The choice of provider will be made by the applicant based on a number of factors including accessibility, location of provider to home address and cost.

5 Exemptions

- 5.1 The PHV Act and supporting regulations provide for specific categories of driver applicant to be exempt from demonstrating the topographical skills requirement. Details of those driver applicants who qualify for exemption are given at Appendix B.

6 Objectives

- 6.1 In establishing a system for a topographical skills test to be delivered by a number of prospective service providers, TfL is keen to ensure that the following key objectives are met by all service providers;

- § the delivery of a high quality, professional service;
- § that new private hire driver applicants meet the required levels of topographical skills as defined within Appendix A;
- § that all elements of the service are customer-focused;
- § the service is accessible and is responsive to customer demand;
- § a choice of payment methods is provided;
- § the service is reliable and timely;
- § the standards are applied consistently and fairly;
- § the service provided is conducted in an appropriate environment to maximise applicants' performance;
- § the environment is suitable and inclusive to all potential drivers, including where appropriate, provision for any disabled people;
- § ensure that the service is cost effective;
- § that the identity of the applicant can be confirmed;
- § ensure that an efficient booking system is in place.

- 6.2 It is also important that potential service providers are able to demonstrate that they are able to provide an appropriate environment and resources to deliver the topographical skills specification at Appendix A, including;

- § a suitable environment and equipment;
- § appropriately skilled or qualified personnel to deliver the service;
- § assessment facilities;
- § any required insurance provision.

7 Submitting a proposal

- 7.1 TfL will evaluate all proposals in accordance with the evaluation criteria set out at Appendix C. As part of the evaluation process, TfL's independent assessor will also be invited to inspect the service provider's premises and confirm that the service provider is able to provide the service described in their proposal.

- 7.2 In submitting a proposal, therefore, potential service providers **must** ensure that;
- § their proposals fully address each of the elements at Appendix C to enable a proper evaluation of their proposal;
 - § each of the mandatory requirements identified below are addressed;
 - § that any 'added value' proposals are clearly identified as such.
- 7.3 As part of the evaluation process, TfL's independent assessor will want to inspect the proposed environment and see evidence to support the proposal.
- 7.4 TPH reserves the right not to accredit a service provider if the proposed trading name breaches any of the intellectual property rights held by TfL (e.g. contains the terms TfL, TPH or PCO)
- 7.5 TfL's decision to accredit a service provider or not will be final.
- 7.6 A service provider will not be allowed to deliver topographical skills assessments until its proposal has been fully evaluated and accreditation has been awarded.
- 7.7 Where a prospective service provider is **not** 'accredited', TfL and its independent assessor will inform the prospective service provider of the reasons for the decision and, if considered appropriate, provide an opportunity for that prospective provider to correct any shortcomings.

8 Mandatory requirements

- 8.1 In setting out its proposals, the service provider should be aware that they will be required to;
- § provide a professional training/examination service;
 - § determine the acceptable level of topographical skills for individual applicants;
 - § provide a suitable environment;
 - § provide appropriately skilled, or qualified personnel;
 - § provide training materials and resources;
 - § be able meet TfL's requirements for accessibility (to prevent barriers to licensing);
 - § to allow for TfL to inspect or review the service being delivered.
- 8.2 In addition to providing details on those specific elements listed in paragraph 8.1 above, the proposal must also provide sufficiently detailed statements about the following:

Service delivery elements

- § how the specification at Appendix A is to be delivered;

- § the total duration of topographical skills assessment (e.g. one day, two days etc.);
- § how the assessment is to be conducted;
- § details of any support programme offered to applicants who might have previously failed to reach the required standard;
- § the ability to issue a certificate agreed and designed by TfL to each applicant immediately following successful assessment.

Administrative elements

- § how records of applicants are to be documented and retained (records and results of candidates may need to be provided to TfL if requested);
- § how applicants can make an appointment and by what methods;
- § what information, if any, will be provided to applicants beforehand;
- § the cost and methods of payment that will be permitted;
- § the minimum and maximum time between an applicant requesting an assessment and date of attendance;
- § the ability to confirm the identity of an applicant by examination of the driver's DVLA licence (photocard).

Infrastructure elements

- § the provision of management information to TfL on pass rates, numbers attended etc;
- § providing an agreed certificate to present to TfL as part of the application process;
- § provide a specimen certificate which will be issued which includes, as a minimum, the following data items; first name(s) and last name of applicant, DVLA driving licence number, date of birth, date of issue of certificate, signature and name of issuer, company stamp, authentic company headed paper (specimen attached as Appendix E);
- § the means of recording and retaining management information, and how such information will be made available to TfL on request;
- § confirmation that the information to be provided will include details of the number of applicants attending by gender and ethnic group, pass rates, re-tests, number of days between application and attendance;
- § willingness to record ethnic group in accordance with TfL's ethnic group categories for PHV drivers (details of which are given at Appendix D);
- § willingness to conform to the principles of TfL's Equality and Inclusion Policy;
- § an ability to comply with Data Protection legislation;

§ an ability to comply with Health and Safety legislation.

9 Key elements of the service delivery

9.1 Determination of topographical skills

9.1.1 The external service provider will be required to establish whether an applicant has satisfied the topographical skills requirement. The supplier should assess skills against the specification produced by TfL. The supplier should issue a certificate to all those applicants that have met the standard.

9.1.2 In determining that an applicant has satisfied the requirement, TfL will expect that the service provider:

- § maintains proper security of any assessment or instruction material and does not make it available, or advertise it beforehand;
- § ensures a sufficiently wide range of assessment or instruction material;
- § ensures that the instruction/training and assessment is conducted in English.

9.2 Cost

9.2.1 The service providers will be responsible for setting the cost (per applicant) of delivering the assessment (which should include the provision of any preparatory instruction/training) but it should represent good value for money. It should be noted that if you are successfully accredited and added to the list of providers agreed by TfL, costs will be advertised. The applicant will be able to choose which training provider to attend and it is expected cost will be one of the determining factors they will consider.

9.3 Location/environment

9.3.1 TfL would like both the preparatory instruction/training, and to a lesser extent the examination, to be in a relaxed setting where an applicant is exposed to minimal, if any, external distractions.

9.3.2 The environment should encourage participation and inclusion from all communities e.g. English may be a second language therefore the trainer must ensure it includes and encourages all attendees.

9.3.3 The training provider should consider the following:

- § layout of the room;
- § chairs/desk positioning;
- § equipment used e.g. IT;
- § production of supporting worksheets and course notes;
- § examination workshops/re-work sessions or opportunities.

10 Management information

- 10.1 TfL will agree with the service provider, management information to be maintained and the frequency of management information reports. The information to be maintained will include, as a minimum:
- § number of candidates by week, month etc;
 - § pass/refusal rates per week, month of the above candidates;
 - § attendees to refresher courses/work shops;
 - § number of the applicants that are, or subsequently become, employed by yourself (only relevant if you are a recruitment company or an operator);
 - § all above reports categorised by Black and Minority Ethnic groups and gender.
- 10.2 In the event that a service provider fails to provide management information as agreed and when requested, consideration will be given to removing the service provider from the published list.
- TfL will give a service provider advance notice if they are to be removed from the published list.

11 Training/assessment records

- 11.1 Details of results and applicant assessment papers should be retained for a period of one year and a copy of the certificate should be reissued if lost by the applicant.

12 Managing the service

- 12.1 TfL will provide an agreed point of contact/liaison for service providers.
- 12.2 Accreditation Inspections
- Service providers will be subject to appropriate and regular quality assurance reviews and advice required during the time they are accredited by TfL. An initial assessment will be undertaken on application, and once accredited at least one formal quality assurance review assessment per year. The duration of this assessment is estimated to take between a half-day to one day.
- In the event that the service provider is deemed not to be providing an adequate level of service they will be given the opportunity to take remedial action. If the stated outcomes are not achieved, consideration will be given to removing the service provider from the published list.
- TfL will give a service provider advance notice if they are to be removed from the published list together with the reasons why they are to be removed.

12.3 Published information

Any organisation that is deemed to meet the evaluation criteria will be placed on the list of 'approved' Topographical Skills Assessment service providers that is published on the TfL website.

Information published on the list will include:

- § name and address of organisation
- § contact name
- § telephone number, email address and website details
- § costs
- § course duration
- § opening hours

The published list will be updated on a quarterly basis.

London Taxi and Private Hire
July 2014

Appendix A:

Private Hire Vehicle Drivers

Topographical Skills Specification

CONTENTS

PART 1 - OVERVIEW	60
1. INTRODUCTION AND BACKGROUND	60
2. ASSESSMENT STRUCTURE	60
3. MODULE/UNIT DESCRIPTIONS	61
4. GUIDANCE ON STRUCTURE	62
5. GUIDANCE ON DELIVERY – INSTRUCTION/ASSESSMENT METHODS.....	62
6. RECORDING EVIDENCE	63
PART 2 - TOPOGRAPHICAL TEST: MODULE/UNIT STRUCTURE	63
PART 3 – DETAILED ASSESSMENT CRITERIA	67
MODULE/UNIT 1: ABILITY TO COMPREHEND A MAP INDEX, READ A MAP AND LOCATE STREETS OR PLACES ON A MAP	67
MODULE/UNIT 2: ROUTE SELECTION (LOCAL).....	68
MODULE/UNIT 3: ROUTE SELECTION (INTERMEDIATE)	69
MODULE/UNIT 4: ROUTE SELECTION (LONG DISTANCE)	70
MODULE/UNIT 5: GENERAL TOPOGRAPHY	71

PART 1 - OVERVIEW

1. INTRODUCTION AND BACKGROUND

- 1.1 The TfL award in private hire topographical skills has been designed to meet the needs of private hire drivers wishing to work within the Greater London area. To fulfil the statutory requirement the Licensing Authority requires applicants to show to the authority's satisfaction (whether by taking a test or otherwise) that they possess a level of:
- (a) knowledge of London or parts of London, and
 - (b) general topographical skills, which appears to the authority to be appropriate.
- 1.2 In consultation with the private hire trade associations in London, and following widespread public consultation in July 2002, this specification has been developed and is considered to represent the appropriate standard of topographical skill that a private hire driver in London needs to demonstrate in order to become licensed.

2. ASSESSMENT STRUCTURE

- 2.1 The assessment comprises five specific units or modules, which are:
- § Module 1 - Map reading ability
 - § Module 2 - Route selection (Local)
 - § Module 3 - Route selection (Intermediate)
 - § Module 4 - Route selection (Long distance)
 - § Module 5 - General topography
- 2.2 Paragraphs 2.3 to 6.1 below are intended to give practical guidance examples as to how an applicant can be assessed. These examples should not be regarded as prescriptive or necessarily appropriate to **every** applicant, but should be used as a framework for assessing each applicant in accordance with the detailed examples contained within Part 2 of this document entitled 'Module Unit Structure'.
- 2.3 Module 1
- The fundamental topographical skill of being able to understand how to use a map, index and grid reference system is assessed in Module 1.
- 2.4 Modules 2, 3 & 4

Each route selection module requires the applicant to identify the location of the start and finish points, demonstrate the appropriate route between the two points and answer a question related to the selected route.

It is considered appropriate that candidates can demonstrate the ability to use maps of different scales depending on the type of route to be planned. This can be achieved by requiring candidates to demonstrate a variety of route types. By asking for a broad range of skills, the assessment remains fitted to all types of private hire driver in all areas of London.

It is proposed that the assessment system would allow a candidate to select the area of the start points according to personal preference e.g. borough, postcode etc. of their home address or operating centre.

This allows the system to be designed to meet the needs of individual candidates, with questions based on the area in which they choose to operate. By tailoring the questions in this manner, not only are applicants demonstrating topographical skills but also applying their personal knowledge of London.

2.5 Module 5: General Topography

Whilst Modules 1, 2, 3 & 4 are assessing the fundamental topographical skills required of a private hire driver, Module 5 is designed to assess their more general knowledge of London and, as such, it should be assessed without reference to a map or other aid.

It is suggested that the subjects of questions 5D to 5I (as set out in Part 2) would relate to major locations e.g. airports, towns, cities etc. outside the Greater London area.

3. MODULE/UNIT DESCRIPTIONS

- 3.1 Module/unit 1 is designed to assess the fundamental topographical skill of being able to understand how to use a map index and grid reference system. Module/units 2,3 and 4 require the applicant to identify the location of the start and finish points, demonstrate the appropriate route between two points and answer a question related to the selected route.
- 3.2 Candidates are expected to demonstrate their ability to use maps of different scales depending on the type of route to be planned. This can be achieved by requiring candidates to demonstrate a variety of route types.
- 3.3 It is proposed that the assessment system would allow a candidate to select the area of the start and finish points according to borough, postcode etc of their home address or operating centre. This would allow the system to be bespoke to the needs of individual candidates, with questions based on the area in which they choose to operate. By

tailoring the questions in this manner, not only are applicants demonstrating topographical skills but also applying their personal knowledge of London.

- 3.4 Module/unit 5 is designed to assess the more general knowledge of London and as it should be assessed without reference to a map or other aid. It contains a series of questions on the general knowledge of London in relation to routes and motorways radiating outwards from central London. It may also be relevant, for example, to include, where appropriate, the locations and routes to such places as major stations or transport hubs, famous tourist sites, points of local interest in the applicants chosen area, or locations relevant to the nature of the private hire operation the applicant intends to join.

4. GUIDANCE ON STRUCTURE

- 4.1 The assessment is written in terms of learning outcomes, assessment requirements and underlying content. The learning outcomes summarise what candidates need to do to successfully achieve each unit. Each outcome is then translated into concise bullet points of assessment requirements indicating what candidates need to demonstrate as their assessment for the unit. The content section of the specification details the underlying knowledge that candidates need in order to meet the assessment requirements.
- 4.2 The content will provide trainers with the coverage required by any training programme. Assessments should be designed to meet all assessment requirements. At the end of each unit there is a guidance section giving advice on assessment, delivery and available resources.

5. GUIDANCE ON DELIVERY – INSTRUCTION/ASSESSMENT METHODS

- 5.1 The method of delivery is not prescriptive. The service provider will select an instruction/assessment method, or combination of methods, tailored to best meet the needs or requirements of individual applicants.

- 5.2 It is expected that the service provider will be able to take account of an applicant's preferred method of learning and to tailor the assessment so as to maximise the performance of the applicant.
- 5.3 The delivery of each module should be structured in such a way that the instructor/assessor has enabled the applicant to:
- § learn effectively
 - § demonstrate understanding
 - § prove understanding.

6. RECORDING EVIDENCE

- 6.1 For each applicant, a record of the assessment and standard achieved must be retained and presented for inspection on request by TfL or the applicant.

PART 2 - TOPOGRAPHICAL TEST: MODULE/UNIT STRUCTURE

Requirement	Implementation	Achievement	Standard
Module 1 Comprehension	Ability to read English (or any other language specified by the Licensing Authority)		1.1.1 Ma nda tor y
1.1.1.1 Module 1 1.1.1.2 1.1.1.3 Ability to read a map	1.1.2 <u>A</u> : Understand index reference:	1.1.3 <u>A1</u> : Understanding alphabetical indices	1.1.4 Ma nda tor y 1.2
		<u>A2</u> : Understanding of page reference	1.2.1 1.2.2 Ma nda tor y

		A3: Understanding of grid reference.	1.2.3 1.2.4 Ma nda tor y
	B: Location identification:	B1: Identification of correct page	1.2.5 1.2.6 Ma nda tor y
		B2: Identification of correct grid square	1.2.7 1.2.8 Ma nda tor y
		B3: Identification of location	1.2.9 1.2.10 Ma nda tor y
	C: Location identification:	C1: Identification of correct page	1.2.11 Mandatory
		C2: Identification of correct grid square	1.2.12 1.2.13 Ma nda tor y
		C3: Identification of location	1.2.14 1.2.15 Ma nda tor y

Requirement	Implementation	Achievement	Points
Module 2 Local Route Selection	Using skills obtained in Module 1 complete the following:	2A: Find pick up and drop addresses. (Write page and map reference)	
		2B: Using an atlas or mapping tool plot and demonstrate route from pick up address to drop address.	Mandatory

		2C: Name the nearest station to each of the pick up and drop addresses	
--	--	---	--

Module 3 Intermediate Route Selection	Using skills obtained in Module 1 complete the following:	3A: Find pick up and drop addresses. (Write page and map reference)	
		3B: Using atlas or mapping tool plot and demonstrate route from pick up address to drop address.	Mandatory
		3C: Identify 'n' postal districts, post towns or postal localities this route travels through.	

Module 4 1.2.15.1 1.2.15.2 Long Distance 1.2.15.3 Route Selection (Routes to major locations in south east England)	Using skills obtained in Module 1 complete the following:	4A: Find pick up and drop addresses. (Write page and map reference)	
		4B: Using atlas or mapping tool plot and demonstrate route from pick up address to drop address.	Mandatory
		4C: Name a minimum of 2 motorways or 'A' class roads used in reaching the drop address.	
Requirement	Implementation	Achievement	Standard

Module 5 General Topographical Questions	To be answered without the use of an atlas or mapping tool.	5A: Name and draw the 4 primary compass points	Mandatory
		5B: Name 4 counties bordering London	
		5C: Name 4 motorways which radiate from the M25	Mandatory

		5D: From central London, which direction is XXX?	Mandatory
		5E: From central London which motorway would you use to reach 5D?	Mandatory
		5F: From central London, which direction is XXX?	
		5G: From central London, which motorway would you use to reach 5F?	
		5H: From central London, which direction is XXX?	
		5I: From central London, which motorway would you use to reach 5H?	

PART 3 – DETAILED ASSESSMENT CRITERIA

MODULE/UNIT 1: ABILITY TO COMPREHEND A MAP INDEX, READ A MAP AND LOCATE STREETS OR PLACES ON A MAP

Description of unit

This is the fundamental topographical skill. It is important for a driver to be able to understand how to use a map, index and grid reference system.

Summary of outcomes

- 1) Ability of the private hire driver to read and understand a map index and map grid referencing.
- 2) Ability to apply grid references of specific streets or places. Locate their positions and map pages.

Content

- 1) Ability of the private hire driver to read and understand a map index and map referencing.
- 2) Ability to read a map this includes, understanding an index reference and identifying a location.

Outcomes and assessment requirements

Outcomes	Assessment requirements To achieve each outcome a student must demonstrate the ability to:
1) Ability to read map indexes and references	§ Understand alphabetical indices § Understand page references
2) Ability to apply map indexes and references	§ Understand applied map indexes and references
3) Location Identification	§ Identify the correct page § Identify the correct grid square § Identify the location

MODULE/UNIT 2: ROUTE SELECTION (LOCAL)

Description of unit

Using experience gained in unit 1, the candidate is expected to locate the start and finish points of a route (less than five miles), and show an appropriate route between these two points.

Summary of outcomes

- 1) The candidate must be able to identify the location of start and finish points by writing the page and map reference.
- 2) Use an atlas to demonstrate the route from start address to finish address.
- 3) Name the nearest station to each of the start and finish addresses.

Content: For local routes

- 1) Find start and finish addresses. (write page and map reference number).
- 2) Using an atlas to plot and demonstrate routes from start address to finish address.
- 3) Demonstrate a variety of route types and ability to use maps of different scales.
- 4) Name the nearest station to each of the start and finish addresses.

Outcomes and assessment requirements

Outcomes	Assessment requirements To achieve each outcome a student must demonstrate the ability to:
1) Ability to locate start and finish addresses	§ Find start and finish addresses
2) Ability to use an atlas to plot a route	§ Use an atlas to plot a route from start address to finish address
3) Be able to name the nearest station to each of the start and finish addresses	§ Name the nearest station to each of the start and finish addresses

MODULE/UNIT 3: ROUTE SELECTION (INTERMEDIATE)

Description of unit

This unit requires the candidate to locate start and finish addresses. Use an atlas to plot the routes (between five to thirty miles) and to identify the postal districts, post towns or localities the route travels through.

Summary of outcomes

- 1) The candidate must be able to identify the location of start and finish points writing the page and map reference.
- 2) Use an atlas to demonstrate the route from start address to finish address.
- 3) Name the nearest station to each of the start and finish addresses.

Content: For intermediate routes

- 1) Find start and finish addresses (write page and map reference number).
- 2) Using an atlas to demonstrate routes from start address to finish address.
- 3) Name the nearest station to each of the start and finish addresses.
- 4) Identify an unlimited number of postal districts, postal towns or localities a specified route travels through.

Outcomes and assessment requirements

Outcomes	Assessment requirements To achieve each outcome a student must demonstrate the ability to:
1) Ability to locate start and finish addresses	§ Find start and finish addresses
2) Ability to use an atlas to plot a route	§ Use an atlas to plot a route from start address to finish address
3) Be able to name the nearest station to each of the start and finish addresses	§ Name the nearest station to each of the start and finish addresses
4) Identify an unlimited number of	§ Recognise an unlimited number of

postal districts, towns or localities a specified route travels through	postal districts, towns or localities a specified route travels through
---	---

MODULE/UNIT 4: ROUTE SELECTION (LONG DISTANCE)

Description of unit

This unit requires the candidate to locate start and finish addresses and the nearest station to them. Use an atlas to plot the routes (over thirty miles) and to demonstrate a variety of route types. Finally to name two motorways or 'A' class roads used in reaching the finish addresses.

Summary of outcomes

- 1) The candidate must be able to identify the location of start and finish points writing the page and map reference.
- 2) Use an atlas to demonstrate the route from start address to finish address.
- 3) Name the nearest station to each of the start and finish addresses.

Content: For Long distance routes

- 1) Find start and finish addresses (write page and map reference number).
- 2) Using an atlas to plot and demonstrate routes from start address to finish address.
- 3) Demonstrate a variety of route types e.g. the quickest route, the shortest route or the route avoiding motorways.
- 4) Be able to name the nearest station to each of the start and finish addresses.
- 5) Name a minimum of two motorways or 'A' class roads used in reaching the drop address.

Outcomes and assessment requirements

Outcomes	Assessment requirements To achieve each outcome a student must demonstrate the ability to:
1) Ability to locate start and finish addresses	§ Find start and finish addresses

2) Ability to use an atlas to plot a route	§ Use an atlas to plot a route from start address to finish address
3) Be able to name the nearest station to each of the start and finish addresses	§ Name the nearest station to each of the start and finish addresses
4) Demonstrate a variety of route types	§ Show knowledge of different route types
5) Name a minimum of two motorways or 'A' class roads used to reach the finish addresses	§ Know at least two motorways or 'A' class roads used to reach the finish addresses

MODULE/UNIT 5: GENERAL TOPOGRAPHY

Description of unit

Unit 5 is designed to test the candidates' general knowledge of London and as such it should be tested without reference to a map or other aid. The candidate has to answer a series of questions about routes and motorways radiating outwards from central London.

Summary of outcomes

- 1) The candidate must know the compass points and develop a good sense of direction.
- 2) Learn the major motor ways originating from London and radiating outwards from the M25.

Content

- 1) Know the primary compass points and develop a good sense of direction.
- 2) Learn the major motor ways originating from London and radiating outwards from the M25.
- 3) Learn the counties surrounding London.

Outcomes and assessment requirements

Outcomes	Assessment requirements To achieve each outcome a student must demonstrate the ability to:
1) The candidate must know the primary compass points	§ Know the primary compass points and be able to apply this knowledge
2) Learn the major motorways originating from London and radiating outwards from the M25	§ Learn the major motorways originating from London and radiating outwards from the M25
3) Learn the counties surrounding London	§ Learn the counties surrounding London

APPENDIX B:

Private Hire Vehicle Driver Licensing Topographical Skills: Exemption Categories

Section 13(3) of the Private Hire Vehicles (London) Act 1998 requires an applicant for a London PHV driver's licence to show the Licensing Authority that they possess a level:

- (a) of knowledge of London or parts of London; and
- (b) of general topographical skills which appears to him to be appropriate.

The Secretary of State may impose different requirements in relation to different applicants.

The Licensing Authority is willing to grant exemption to any applicant who is able to demonstrate that they satisfy one or more of the exempted categories specified below:

	EXEMPTION CATEGORIES	1.3 Exemption Criteria
1	Previously licensed London PHV drivers	Previously licensed PHV drivers who have passed a London Taxi and Private Hire topographical skills assessment.
2	Licensed London taxi drivers (All London and Suburban)	Those already working as licensed London taxi (black cab) drivers, having successfully completed the Knowledge of London administered by London Taxi and Private Hire.
3	1.3.1 Professional London Tourist Guide	A driver registered as a professional tourist guide with an established tourist guide association (e.g. Driver Guides Association, Blue Badge Driver Guide).
4	A person who can provide the PCO with evidence of a recognised and relevant vocational qualification (NVQ or equivalent).	Level 2 S/NVQ (Scottish equivalent) Road Passenger Transport or Road Passenger Vehicle Driving – for taxi, private hire and chauffeurs. Level 2 BTEC in Transporting Passengers by Taxi and Private Hire.

APPENDIX C: Evaluation Criteria

Criteria		Yes	No
1	GENERAL		
	<p>DOES THE PROPOSAL INCLUDE THE FOLLOWING?</p> <p>§ Name of company/operator</p> <p>§ Licensed PHV operator no. (if applicable)</p> <p>§ BSA/ISO registration number (if applicable)</p> <p>§ Name of nominated contact in the company</p> <p>§ Contact telephone number (landline - essential)</p> <p>§ Contact e-mail address (essential)</p> <p>§ Minimum/maximum of candidates (per week/month)</p> <p>§ A clear statement of the charging and pricing structure</p> <p>§ Proposed duration of assessment</p>		
2	SERVICE DELIVERY		
2.1	Does the proposal include details of how the topographical skills specification defined in Appendix A is to be delivered?		
2.2	Does the proposal include details about how the provider will support the applicant to achieve a successful assessment?		
2.3	Does the proposal include confirmation that an agreed certificate be issued immediately after successful completion of the assessment?		
3	ADMINISTRATIVE ELEMENTS		
3.1	Does the proposal for recording and retaining applicant details satisfy the requirements of the specification?		
3.2	Does the appointment process meet the requirement?		

3.3.	Is the service provider proposing to supply applicants with examples/ instructions about the assessment beforehand?		
3.4	What is the minimum and maximum time between an applicant booking an appointment and date allocated? (i.e. no. of days)	Min:	Max:
3.5	Is there a process defined to confirm the applicant's identity by examination of the driver's DVLA/EEA driving licence (photocard)?		
4	INFRASTRUCTURE ELEMENTS		
4.1	<p>Does the supplier's proposal demonstrate that they are able to:</p> <ul style="list-style-type: none"> § provide management information to the Licensing Authority in accordance with the defined criteria? § issue the agreed certificate to the applicant who may present it to the PCO as part of the application process? <p>Has a specimen certificate been attached which contains the minimum data items?</p>		
4.2	Does the proposal identify a means of recording and retaining management information?		
4.3	<p>Has the supplier included a statement to confirm a willingness/ability to:</p> <ul style="list-style-type: none"> § provide reports by TfL's ethnic categories in accordance with Appendix D? § comply with TfL's equality and Inclusion policy? § comply with Data Protection legislation? § comply with Freedom of Information legislation (FOI)? § comply with a company Health & Safety policy or is taking steps to have such a policy in place? 		

APPENDIX D: EQUAL OPPORTUNITIES FORM

For use in connection with London Private Hire Driver Topographical Skills Assessments

- (A) What is your gender? (Ü)** **Male** **Female**

I choose not to answer (Ü)

- (B) Please tick (ü) one box from the list below which best describes the ethnic group to which you belong:**

White

British

Irish

Any other White background

Please specify _____

Black or Black British

Black Caribbean

Black African

Any other Black background

Please specify_____

Asian or Asian British

Indian

Pakistani

Bangladeshi

Any other Asian background

Please specify _____

Mixed

White and Black Caribbean

White and Black African

White and Asian

Any other Mixed background

Please specify _____

Chinese

Any other background

Please specify _____

I choose not to answer (Ü)

(C)	Do you consider that you have a disability (Ü)?	Yes	No
	I choose not to answer (Ü)		

APPENDIX E: CERTIFICATE OF TOPOGRAPHICAL SKILLS ASSESSMENT

Certificate of Topographical Skills Assessment

London Private Hire Driver

(SPECIMEN)

This is to certify that

Name

Date of birth:

Date of Birth

DVLA/EEA Driving
Licence Number

DVLA Licence Number

attended a Topographical Skills Assessment at

Assessment Centre

on

date

And reached the required standard to be licensed as a London Private Hire Driver under the terms set out in section 13(3) of the Private Hire Vehicles (London) Act 1998.

Name of
Assessor

Assessor's
Signature.....

Assessment Centre Stamp

This certificate was issued by XXXXXXXXXXXXXXXX who are accredited by London Taxi and Private Hire on behalf of Transport for London to act as topographical skills assessor under Accreditation Number xxxx

SCHEDULE 4 – CHARGES

Location of Assessment Centre	Price per Assessment Centre visit (£)
Within Zone 3 of London	■■■■■
Outside Zone 3 in London - the M25	■■■■■
Outside of the M25 - 20 miles	■■■■■
Additional report request	■■■■■■■■■■

SCHEDULE 5 - PROJECT PLAN

N/A

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: Transport for London and Facilities Management Training Ltd

Contract Number: *tfl_scp_000999*

Variation Number: *[to be inserted]*

Authority Contact Telephone



Fax



Date: / / 2014

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

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

.....
For the Authority (signed)

.....
(print name)

<ul style="list-style-type: none"> • ACCEPTANCE BY THE SERVICE PROVIDER 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • • • • Date 	<ul style="list-style-type: none"> • • • • Signed •

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

N/A