



Framework Number: TFL91640

Call-Off Contract Number: TFL91640-Batch 4

Date: [13TH DECEMBER] 2016

**Batch 4 Call- Off Contract
(Cycle Hire Contact Centre)
between**

Transport for London
and

Journeycall Limited

Table of Contents

1	DEFINITIONS AND INTERPRETATION	4
2	COMMENCEMENT AND DURATION	20
3	TRANSITION	20
4	THE SERVICES.....	20
5	PERFORMANCE REGIME.....	21
6	NOT USED	22
7	NOT USED	22
8	NOT USED	22
9	MAJOR INCIDENT MANAGEMENT	22
10	CHARGES.....	22
11	PAYMENT PROCEDURES AND APPROVALS.....	22
12	WARRANTIES, OBLIGATIONS AND PARENT COMPANY GUARANTEES AND BONDS	24
13	OPERATIONAL MANAGEMENT	26
14	SERVICE PROVIDER PERSONNEL.....	27
15	KEY PERSONNEL.....	32
16	CORRECTIVE ACTION NOTICES	32
17	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	32
18	CONFLICT OF INTEREST.....	34
19	ACCESS TO PREMISES AND ASSETS	34
20	COMPLIANCE WITH POLICIES AND LAW.....	35
21	CORRUPT GIFTS AND PAYMENT OF COMMISSION.....	36
22	EQUIPMENT	37
23	QUALITY AND BEST VALUE	37
24	RECORDS, AUDIT AND INSPECTION	37
25	SET-OFF	38
26	INDEMNITY AND LIMITATION OF LIABILITY.....	38
27	INSURANCE	40
28	THE AUTHORITY'S DATA	41
29	INTELLECTUAL PROPERTY RIGHTS	42
30	PROTECTION OF PERSONAL DATA	45
31	CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY.....	52
32	FREEDOM OF INFORMATION AND TRANSPARENCY.....	53
33	DISPUTE RESOLUTION	54

34	BREACH AND TERMINATION OF CONTRACT.....	55
35	CONSEQUENCES OF TERMINATION OR EXPIRY.....	58
36	HANDBACK OF SERVICES.....	59
37	TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION.....	61
38	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	67
39	SURVIVAL	68
40	RIGHTS OF THIRD PARTIES.....	69
41	CONTRACT VARIATION.....	69
42	NOVATION.....	69
43	NON-WAIVER OF RIGHTS.....	69
44	ILLEGALITY AND SEVERABILITY.....	70
45	NOTICES	70
46	ENTIRE AGREEMENT	70
47	COUNTERPARTS.....	71
48	RELATIONSHIP OF THE PARTIES	71
49	FURTHER ASSURANCE.....	71
50	AUTHORITY EVENTS	71
51	GOVERNING LAW	74
1	SCHEDULE 1 - KEY CONTRACT INFORMATION.....	75
	APPENDIX 1 - AUTHORITY PERIODS.....	78
2	SCHEDULE 2 - OVERVIEW OF THE CONTRACT	79
	APPENDIX 1 - SERVICE DEPENDENCIES AND MATERIALS	81
3	SCHEDULE 3 - TRANSITION	82
	APPENDIX 1 - HIGH-LEVEL GOVERNANCE STRUCTURE	96
	APPENDIX 2 - HIGH-LEVEL TRANSITION PLAN.....	97
	APPENDIX 3 - MILESTONE CRITERIA.....	98
	APPENDIX 4 – TRANSITION REQUIREMENTS AND INSTRUCTIONS.....	99
4	SCHEDULE 4 - SERVICE SCOPE SPECIFICATION	104
	APPENDIX 1 - PROCESS DOCUMENT REGISTER	123
	APPENDIX 2 - CONTACT CENTRE SYSTEMS AND APPLICATION SPECIFICATION.....	124
	APPENDIX 3 - HISTORIC DEMAND	127
	APPENDIX 4 - REPORTING REQUIREMENTS.....	128
	APPENDIX 5 - QUALITY MEASUREMENT CRITERIA	131
	APPENDIX 6 - STANDARDS AND POLICIES.....	134

APPENDIX 7 - TELEPHONY REQUIREMENTS	135
APPENDIX 8 - SYSTEM INTERFACE SPECIFICATION	139
APPENDIX 9 - WELCOME PACK AND PROMOTIONAL FLYER SPECIFICATION	141
5 SCHEDULE 5 - TRAINING	142
APPENDIX 1 - AUTHORITY TRAINING MATERIAL	145
6 SCHEDULE 6 – SYSTEMS INTEGRATION.....	146
APPENDIX 1 - AUTHORITY ASSETS.....	148
7 SCHEDULE 7- PRICING SCHEDULE.....	149
8 SCHEDULE 8 - SERVICE MANAGEMENT	155
APPENDIX 1 - SERVICE LEVELS	169
APPENDIX 2 - SERVICE PERFORMANCE REPORTS.....	177
APPENDIX 3 - MAJOR INCIDENT LIST	179
APPENDIX 4 – DASHBOARD REQUIREMENTS	181
9 SCHEDULE 9 - FORM OF VARIATION	183
10 SCHEDULE 10 - NOT USED	196
11 SCHEDULE 11 - HANDBACK OF SERVICE	197
12 SCHEDULE 12 - NOT USED	201
13 SCHEDULE 13 - NOT USED	202
14 SCHEDULE 14 - ASSURANCE	203
15 SCHEDULE 15 - SERVICE PROVIDER CONFIDENTIAL INFORMATION	206
16 SCHEDULE 16 - NOT USED	207
17 SCHEDULE 17 - NOT USED	208

THIS CONTRACT is made the day of 2016

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) Journeycall Limited, a company registered in Scotland (Company Registration Number SC202170) whose registered office is at 3 James Chalmers Road, Arbroath Enterprise Park, Kirkton Industrial Estate, Arbroath, DD11 3RQ (“**the Service Provider**”).

RECITALS:

- A. Transport for London (“**the Contracting Authority**”) and the Service Provider have entered into an agreement dated 21st March 2016 which sets out the framework for the Service Provider to provide certain services to the Contracting Authority or the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract and the Service Provider has agreed to provide such Services to the Authority on the terms and conditions set out in this Call-Off Contract.

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.

“ the Affected Party ”	shall have the meaning given to it in the definition of “ Force Majeure Event ”;
“ the Agreement ” (or “ the Framework Agreement ”)	shall have the meaning given in Recital A;
“ Alert ”	an alert or issue which indicates that an Incident is imminent or has occurred;
“ Assurance ”	the process referred to in Schedule 14 (Assurance), by which the Service Provider ensures that the Authority gains the necessary levels of confidence that the Service Provider is complying with its obligations under the Contract and, in particular, in relation to the delivery of the Services, and Assure and Assured shall be construed accordingly;
“ Assurance Event ”	an event whose purpose is to Assure the Authority as to the relevant status of activities being undertaken by the Service Provider pursuant to this Contract;

“Authority Assets”

any assets (whether tangible or intangible), materials (including consumables), resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group including those identified in paragraph 1 of Schedule 6;

“Authority Events”

means any of:

- a) any failure by the Authority to meet a Transition Dependency ; or
- b) a failure by the Authority to provide any of the Authority Assets identified in paragraph 1 of Schedule 6 (Systems Integration) or any failure (other than one for which the Service Provider or any of its sub-contractors is responsible) of any such assets to perform as reasonably required in order to enable the Service Provider to perform the Services in accordance with its obligations under this Contract;
- c) a failure by the Authority to provide any of the Authority accommodation or services identified in Schedule 6 (Systems Integration) as reasonably required in order to enable the Service Provider to perform the Services in accordance with its obligations under this Contract; or
- d) a failure by the Authority to meet any of the Service Dependencies

in each case howsoever caused, including by the negligence of, or a deliberate and/or repudiatory breach by, the Authority (or the negligence of a person for whom it is vicariously responsible) but for the avoidance of doubt:-

i) not to the extent that any such failure act or omission is attributable to any breach, negligence or other default by:

- 1) the Service Provider;
- 2) a Third Party (which excludes for this purpose any agent, supplier or contractor appointed by the Authority whose appointment is relevant to the Contract and