

19.3 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 6 (System Integration).

20 COMPLIANCE WITH POLICIES AND LAW

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

20.1.1 undertakes to procure that all the Service Provider Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including 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 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;

20.1.2 shall provide the Services in compliance and ensure that the Service Provider Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), by-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 20.1.2 and:-

20.1.2.1 the provisions of Clause 41 and all other provisions of this Contract which deal with changes shall apply, except that for the avoidance of doubt any additional costs associated with such change or compliance by the Service Provider shall be borne by the Service Provider; and

20.1.2.2 such circumstances shall not constitute a Force Majeure Event.

20.1.3 without limiting the generality of Clause 20.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

20.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

20.1.5 acknowledges that where the Authority is TfL or TTL, 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:

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

20.1.5.2 eliminate unlawful discrimination; and

20.1.5.3 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;

20.1.6 shall inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

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

20.1.8 without limiting the generality of Clause 20.1.2, 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 20.1 shall be borne by the Service Provider.

20.2 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:

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

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

20.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

20.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

20.3 Without limiting Clause 20.1 or 20.2, the Service Provider shall comply with its obligations in Schedule 16 (Supplier Diversity).

20.4 The provisions of Schedule 17 (Strategic Labour Needs and Training Terms and Conditions) shall apply and the Parties shall comply with their respective obligations in that Schedule.

21 CORRUPT GIFTS AND PAYMENT OF COMMISSION

21.1 The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

22 EQUIPMENT

22.1 Risk in:

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

22.1.2 all other equipment and materials forming part of the Services listed at Appendix 1 of Schedule 2 (Overview of the Contract), title to which will pass to the Authority (but excluding the Authority Assets) ("**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.

22.2 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.

23 QUALITY AND BEST VALUE

23.1 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.

23.2 The Authority shall have the rights and the Service Provider shall comply with its obligations as set out in Schedule 9 (Form of Variation) in order to deliver Value for Money ("**VfM**") to the Authority in the performance of this Contract.

24 RECORDS, AUDIT AND INSPECTION

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

24.1.1 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 Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

24.1.2 retain all Records during the Term and for a period of not less than 7 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract (“Retention Period”).

24.2 The Service Provider shall, at the Authority’s request, and without limiting any other obligation it has under this Contract provide promptly to the Authority at no additional cost such reports or other Documentation in respect of the provision of the Services as the Authority may reasonably request.

24.3 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 without limitation;

24.3.1 accuracy of the Charges and invoices;

24.3.2 audits and examinations by Regulatory Bodies;

24.3.3 performance of the terms of this Contract;

24.3.4 efficiency of the Service Provider in performing the Services under this Contract;

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.

25 SET-OFF

25.1 All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority or any member of the Authority Group arising out of or attributable to this Contract or any other contract entered into by the Authority (or any other member of the Authority Group) and the Service Provider under the Agreement, may be deducted:

25.1.1 by the Authority from monies due or which may become due to the Service Provider under this Contract; or

25.1.2 by the Authority or another member of the Authority Group from monies due or which may become due to the Service Provider under any other contract entered into by any of them with the Service Provider under the Agreement

or, in either case, the Authority and/or other member of the Authority Group (as the case may be) may recover such amount as a debt.

26 INDEMNITY AND LIMITATION OF LIABILITY

26.1 Subject to the other Clauses in this Clause 26, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) (“the Indemnified Party”) against all Losses which the Indemnified Party incurs or suffers as a

consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

26.2 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 Authority Event or by any other breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

26.3 The Service Provider accepts unlimited liability for:

26.3.1 death or personal injury caused by the negligence of the Service Provider;

26.3.2 fraud or fraudulent misrepresentation committed by the Service Provider;

26.3.3 infringement or alleged infringement of third party intellectual property and/or any breach of the provisions of Clause 28 (The Authority's Data) and Clause 29 (Intellectual Property Rights);

26.3.4 any breach of Clause 30 (Protection of Personal Data) and Clause 31 (Confidentiality, Announcements and Transparency);

26.3.5 Losses arising under any indemnity in Clause 14 (Service Provider Personnel) and Clause 37 (Transfer of Employees on Expiry or Termination);

26.3.6 Service Credits to which the Authority is entitled;

26.3.7 any other liability to the extent which it cannot be lawfully excluded.

26.4 Subject to Clause 26.3, the Service Provider's liability (whether in contract (including under any indemnity), in tort (including negligence), under statute or otherwise under or in connection with this Contract or the provision of the Services) shall;

26.4.1 in respect of Losses within the scope of the Insurance maintained by the Service Provider pursuant to any of Clauses 27.1.1, 27.1.2 or 27.1.3 not exceed, per incident or series of connected incidents, the level of the insurance cover required to be taken out pursuant to the relevant Clause 27.1.1, 27.1.2 or 27.1.3, as the case may be; and

26.4.2 in respect of Losses within the scope of the Insurance maintained by the Service Provider pursuant Clause 27.1.4 not exceed the level of the insurance cover required to be taken out pursuant to Clause 27.1.4 per incident or series of connected incidents, and in the aggregate per annum.

26.5 Subject to Clause 26.3 and (in so far as it applies) Clause 26.4, the Service Provider's liability to the Authority (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) arising out of any act or omission of the Service Provider, its agents or subcontractors howsoever caused arising out of or in connection with this Contract shall not exceed for Events which occur in any Year, the sum referred to in Clause 26.6. For the purpose of this clause and Clause 26.6: