variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Authority.]

A4.5 The Service Provider shall give notice to the Authority within 10 Business Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor. The Authority shall have the right to terminate the Contract within sixty (60) calendar days of receipt of the required notice from the Service Provider, or in the event that the Service Provider fails to give the required notice, within sixty (60) calendar days of the Authority becoming aware of such event, unless the Service Provider has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to the Authority on terms identical to the parent company guarantee.

A7 Further Insurance Requirements

A7.1 Without prejudice to Clauses 18 and 19 or any other provision of the Contract, the Service Provider shall comply with the provisions of this Clause A7.

A7.2 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any Authority Premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.

A7.3 The Service Provider shall:

A7.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;

A7.3.2 where any Insurance is due for renewal during the Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;

A7.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;

A7.3.4 bear the cost of all or any excesses under the Insurances;

A7.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;

A7.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;

A7.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess of £20,000 on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;

A7.3.8 subject to Clause A7.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and

A7.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Authority, or any member of the Authority Group or any third party).

A7.4 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:

A7.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and

A7.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Contract.

A7.5 If the Service Provider is in breach of Clause 19 or this Clause A7, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force or itself procure

such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

A10 Further Confidentiality Requirements

A10.1 The Service Provider shall:

A10.1.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct, all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

A10.1.2 not, except where provided in Clause 23 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

A10.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clauses 23 or A10 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 23 and A10 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 23 and A10.

A11 Euro - Continuity of Contract

A11.1 The Parties confirm that the occurrence or non-occurrence of an event associated with economic and monetary union in the European Union will not have the effect of altering any term of, or discharging or excusing performance under the Contract or any transaction, or give either Party the right unilaterally to alter or terminate the Contract or any transaction.

A11.2 The words "an event associated with economic and monetary union in the European Union" will include each and any combination of the following:

A11.2.1 the introduction of, changeover to or operation of a single or unified European currency (whether known as the Euro or otherwise);

A11.2.2 the fixing of conversion rates between a member state's currency and the new currency or between the currencies of member states;

A11.2.3 the introduction of that new currency as lawful currency in a member state;

A11.2.4 the withdrawal from legal tender of any currency which, before the introduction of the new currency, was lawful currency in one of the member states;

A11.2.5 the disappearance or replacement of a relevant rate option or other price source for the national currency of any member state, or the failure of the agreed sponsor (or successor sponsor) to publish or display a relevant rate, index, price, page or screen; or

A11.2.6 the withdrawal of any member state from a single or unified European currency.

A12 Not used

A12.1 Not used

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:

Work outside the stated shift hours

Work outside the stated shift hours is charged as Additional Services (section 4.5). The policy and rates paid for additional works, and when they apply, must be set out in the Service Provider's proposal.

A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than 24 hours 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 on 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.

A16 Step-in

A16.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A16.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A16.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A16.2 The Authority shall provide notice to the Service Provider in writing of the following:

A16.2.1 the action it wishes to take;

A16.2.2 the reason for such action;

A16.2.3 the date it wishes to commence such action;

A16.2.4 the time period which it believes will be necessary for such action; and

A16.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

A16.3 Following service of the notice required in Clause A16.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "**Required Action**") and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).

A16.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A16.3).

A17 Adjustment to Charges (Indexation and London Living Wage)

A17.1 The Contract Price and the hourly rates (as noted in Schedule 4) will be adjusted to take account of revisions to the London Living Wage. The pricing schedule (Schedule 4) has assumed that the London Living Wage will escalate from 01 April 2020 and each year thereafter at the rate of 4.6%.

A17.2 Each year, once the actual London Living Wage increase has been established, the Contract Price and the hourly rates shall be adjusted to reflect the actual London Living Wage for the following year commencing on 01 April.

A17.3 In this Clause A17, "**CPI**" shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.

A17.4 On and with effect from each anniversary of the Service Commencement Date, the Charges may be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that.

A20 Transfer of Employees to Service Provider

A20.1 Clause 8.1 shall be deleted and replaced with the following.

A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.2.1 "**Current Service Provider(s)**" means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A20.2.2 "**Employment Costs**" means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.2.3 "**Employment Liabilities**" means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.2.4 "**Final Staff List**" has the meaning set out in Clause A21.4;

A20.2.5 "**Further Transfer Date**" means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of

employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A20.2.6 "**Relevant Period**" means the period starting on the earlier of:

(a) the date falling 6 calendar months before the date of expiry of the Contract; or

(b) if the Contract is terminated by either Party in accordance with Clause 26.3 or by the Authority in accordance with Clause 26.1, 26.2, 26.4 or 26.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

A20.2.7 "**Replacement Service Provider**" means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

A20.2.8 "**Re-Transferring Personnel**" means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

A20.2.9 "**Staff List**" has the meaning set out in Clause A21.1;

A20.2.10 "**Staffing Information**" has the meaning set out in Clause A21.1;

A20.2.11 "**Sub-Contractor**" means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;

A20.2.12 "**Transfer of Services**" means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

A20.2.13 "**Transferring Staff**" means such employees of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the

date of this Contract are listed in Appendix 1 to this Clause A20; and

A20.2.14 "**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A20.4).

A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date

A20.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A20.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and

A20.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

A20.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A20.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A20.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by

it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A20.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

A20.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;

A20.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;

A20.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

A20.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.

A20.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

A20.10 Clause 30.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A20 shall be enforceable by them.

A21 Transfer of Employees on Expiry or Termination

A21.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A21.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the **"Staff List"**);

A21.1.2 such of the information specified in Appendix 1 to this Clause A21 as is requested by the Authority in respect of each individual included on the Staff List;

A21.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A21.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A21.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A21.4 Subject to Clause A21.5, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A21.5 If the Contract is terminated by either Party in accordance with Clause 26.3 or by the Authority in accordance with Clause 26.1, 26.2, 26.4 or 26.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon

as practicable and no later than 14 days after the date of termination of the Contract.

A21.6 The Service Provider warrants that as at the Further Transfer Date:

A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and

A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.

A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);

A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;

A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;

A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or

A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.

A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.

A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A21 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A21.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A21.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A21.10.2 During the Relevant Period the Service Provider will:

A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A21.10.2.2 Allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A21.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A21.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.