

- 12.5.5 front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

### **Direct Vision Standard**

12.6 Where applicable:

12.6.1 the Service Provider shall comply with the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Contract: and

12.6.2 the Service Provider shall ensure that:

12.6.2.1 from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;

12.6.2.2 from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and

12.6.2.3 so far as reasonably practicable, the conditions at all sites and locations within the control of the Service Provider where:

- (a) the Services are being delivered, or
- (b) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provisions of the Services. The Service Provider shall not incur any costs or make any changes to the site(s) without the prior written consent of the Authority.

### **Driver Licence Checks**

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

12.7.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and

12.7.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last twelve (12) months:

12.7.2.1 0 – 5 points on the driving licence – six monthly checks;

12.7.2.2 6 – 8 points on the driving licence – quarterly checks; or

12.7.2.3 9 or more points on the driving licence – monthly checks.

### **Driver Training**

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend Approved Progressive Training throughout the Term of the Contract.

### **Collision Reporting**

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

12.9.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

12.9.2 within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five working days of a written request from the Authority at anytime.

### **Self-Certification of Compliance**

12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall make a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 of this Contract (the "**WRRR Self-Certification Report**"). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each three month

anniversary of its submission of the initial WRRR Self-Certification Report.

### **Obligations of the Service Provider Regarding Sub-contractors**

12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 Lorries, Category N3 Lorries, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clause 12.4;

12.11.2 for Category N2 Lorries – Clauses 12.5, 12.7, 12.8, 12.9 and 12.10;

12.11.3 for Category N3 Lorries – Clauses 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10 and, where applicable, the appropriate provisions of the Heavy Goods Vehicle Direct Vision Standard Schedule; and

12.11.4 for Vans and Car-Derived Vans – Clauses 12.8, 12.9 and 12.10

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

### **Failure to Comply**

12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6 (where applicable), 12.7, 12.8, 12.9, 12.10, 12.11, and 12.12:

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 Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

### **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 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.

**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