

Contract Reference Number: GLA 80546 Lot 1

Date:

Contract for Services
between
Greater London Authority
and
AOS Security Ltd

Version: 1.0

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	4
2.	COMMENCEMENT AND DURATION	11
3.	THE SERVICES	11
4.	CHARGES	13
5.	PAYMENT PROCEDURES AND APPROVALS	13
6.	WARRANTIES AND OBLIGATIONS	15
7.	OPERATIONAL MANAGEMENT	15
8.	SERVICE PROVIDER'S PERSONNEL	16
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	17
10.	CONFLICT OF INTEREST	18
11.	ACCESS TO PREMISES	18
12.	COMPLIANCE WITH POLICIES AND LAW	19
13.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	25
14.	EQUIPMENT	25
15.	QUALITY AND BEST VALUE	26
16.	RECORDS, AUDIT AND INSPECTION	26
17.	SET-OFF	27
18.	INDEMNITY	27
19.	INSURANCE	27
20.	THE AUTHORITY'S DATA	28
21.	INTELLECTUAL PROPERTY RIGHTS AND LONDON 2012	28
22.	PROTECTION OF PERSONAL DATA	29
23.	CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY	29
24.	FREEDOM OF INFORMATION	30
25.	DISPUTE RESOLUTION	32
26.	BREACH AND TERMINATION OF CONTRACT	33
27.	CONSEQUENCES OF TERMINATION OR EXPIRY	34
28.	DECLARATION OF INEFFECTIVENESS	35
29.	SURVIVAL	36
30.	RIGHTS OF THIRD PARTIES	36
31.	CONTRACT VARIATION	37
32.	NOVATION	37
33.	NON-WAIVER OF RIGHTS	37
34.	ILLEGALITY AND SEVERABILITY	37
35.	NOTICES	37
36.	ENTIRE AGREEMENT	38
37.	COUNTERPARTS	38
38.	RELATIONSHIP OF THE PARTIES	38

39.	FURTHER ASSURANCE	39
40.	GOVERNING LAW	39
	SCHEDULE 1 - KEY CONTRACT INFORMATION	41
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	44
	SCHEDULE 3A - SPECIFICATION	58
	SCHEDULE 3B - SERVICES SPECIFICATION QUESTIONS AND ANSWERS	111
	SCHEDULE 4 - CHARGES	146
	SCHEDULE 5 – NOT USED	152
	SCHEDULE 6 - FORM FOR VARIATION	153
	SCHEDULE 7 – NOT USED	155

but not limited to, The Royal Parks and The London Ambulance Service utilising this Agreement)

“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 GLA, including the GLA 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 GLA, any member of the GLA 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;

“GLA Group”

means the Greater London Authority, Transport for London, the Mayor’s Office for Policing and Crime, the London Fire and Emergency Planning Authority, Transport for London and any subsidiaries thereof;

“GLA Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the GLA Group (including for the avoidance of doubt the Authority);

“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”** (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
- (b) any services, functions or 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;
- “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 GLA is the Authority any member of the GLA 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 the GLA is the Authority the GLA 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 the GLA is the Authority any member of the GLA 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 the GLA is the Authority any member of the GLA 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 the GLA is the Authority any member of the GLA 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 the GLA is the Authority, The GLA's workplace harassment policy as updated from time to time (copies of which are available on request from the GLA) and with the GLA's Code of Conduct

(which is available on The GLA's website, www.london.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.

- 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 the GLA, the GLA 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 the GLA 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 the GLA'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 GLA'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 the GLA is the Authority any member of the GLA Group nor favour any employee, officer or agent of the Authority or where the GLA is the Authority any member of the GLA 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 the GLA is the Authority any member of the GLA 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 the GLA is the Authority under any other contract with any member of the GLA 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 the GLA is the Authority the other members of the GLA 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 the GLA is the Authority any other member of the GLA 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 the GLA is the Authority any member of the GLA 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 GLA Group 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 GLA 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

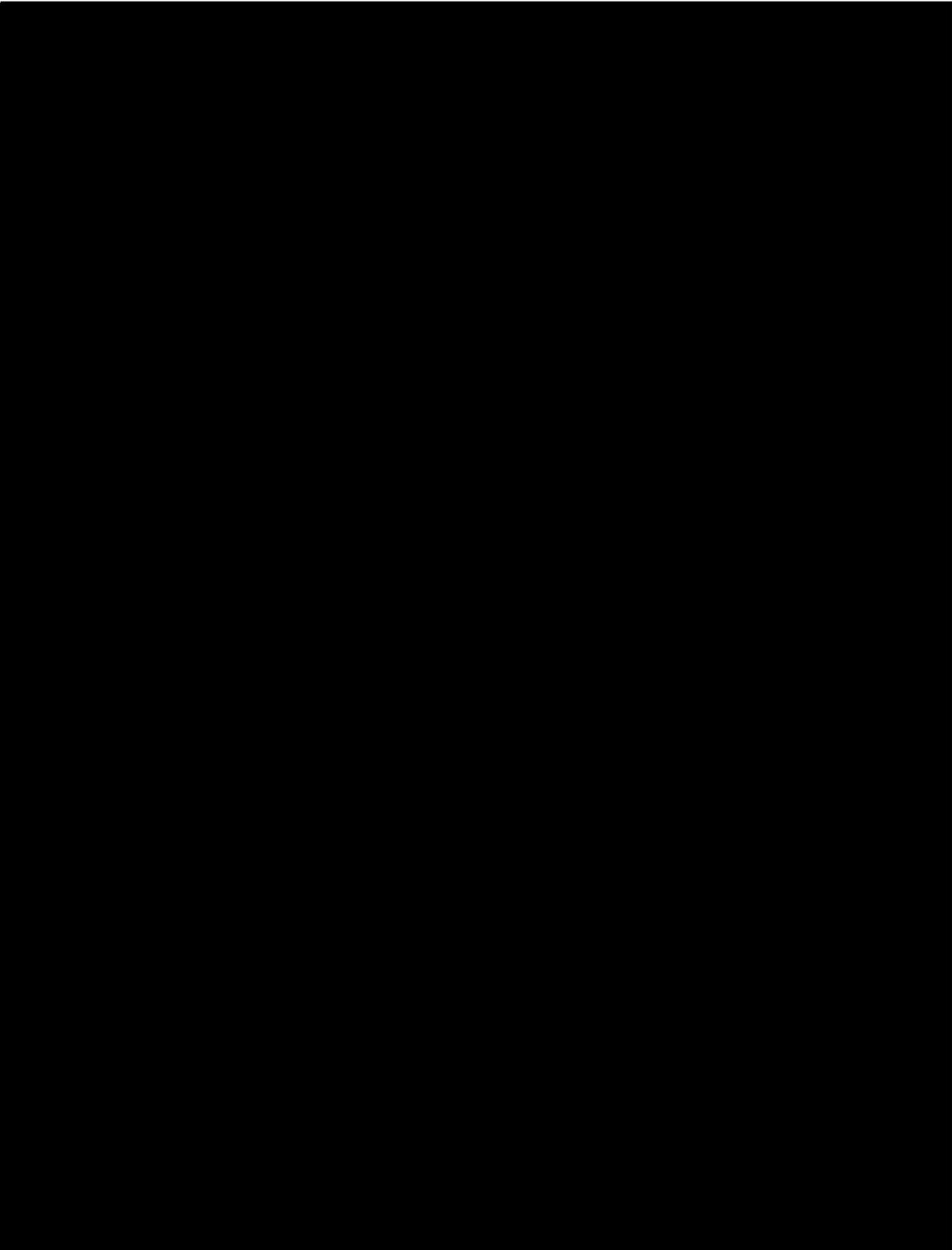
Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

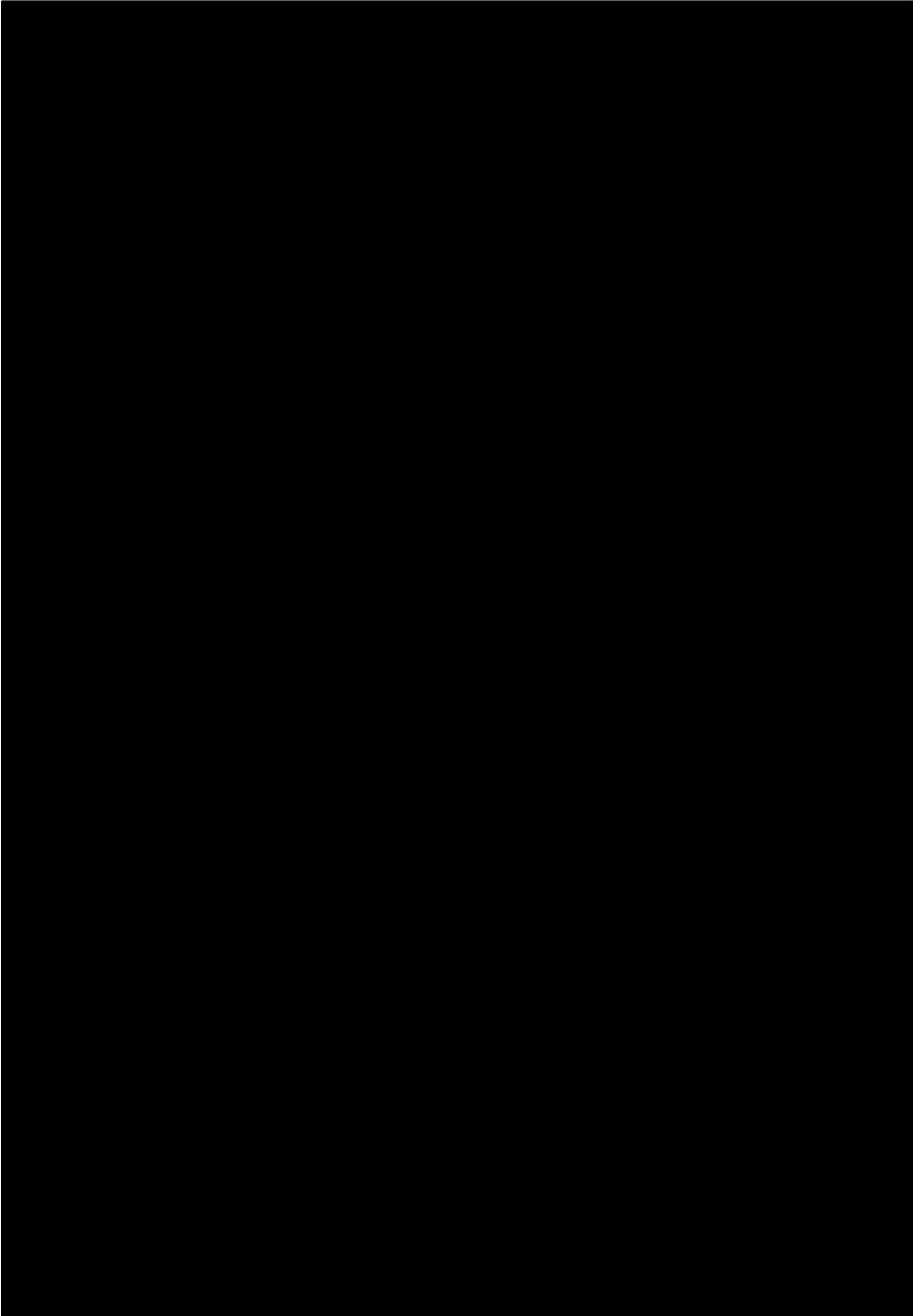
39. **Further Assurance**

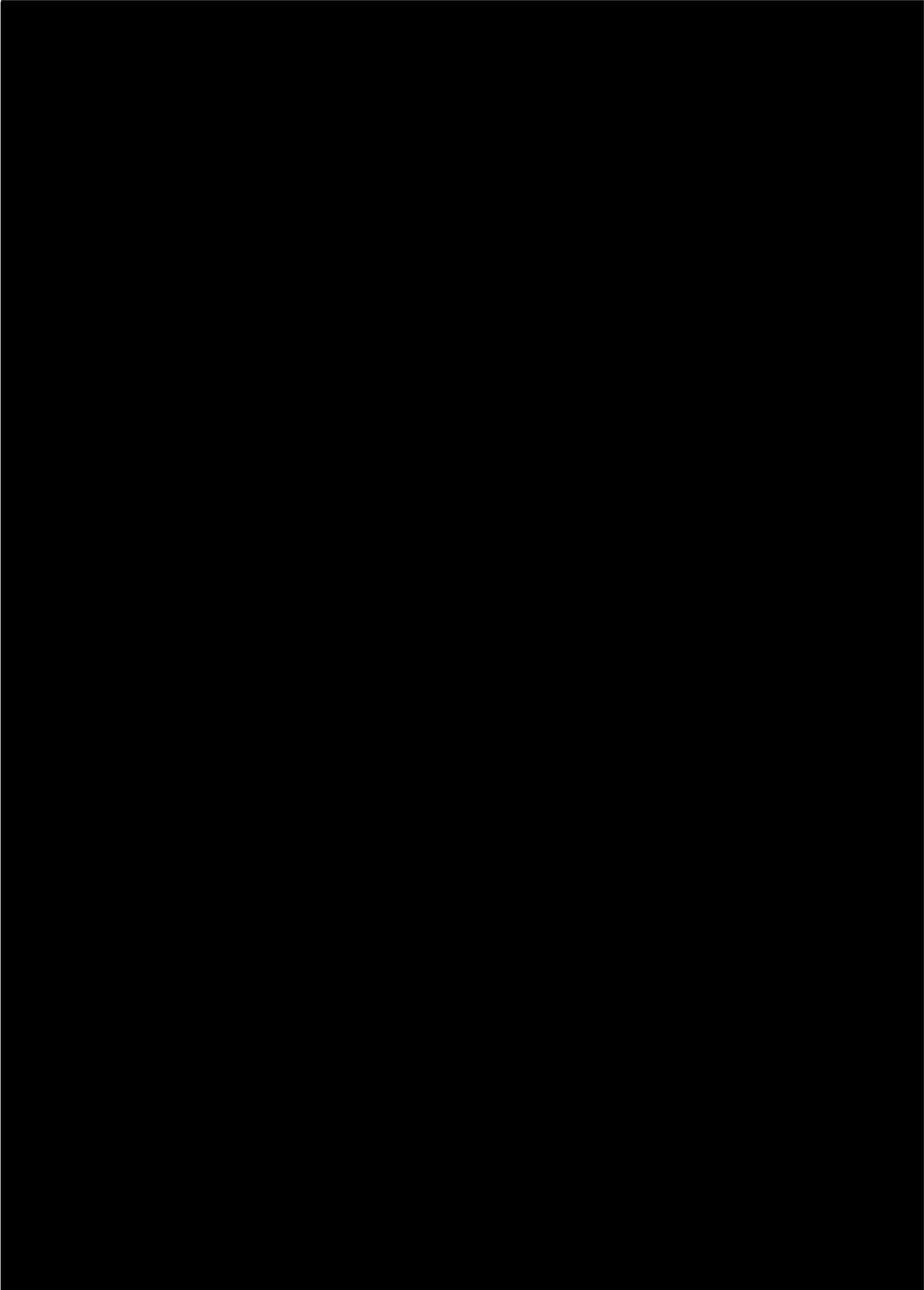
Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

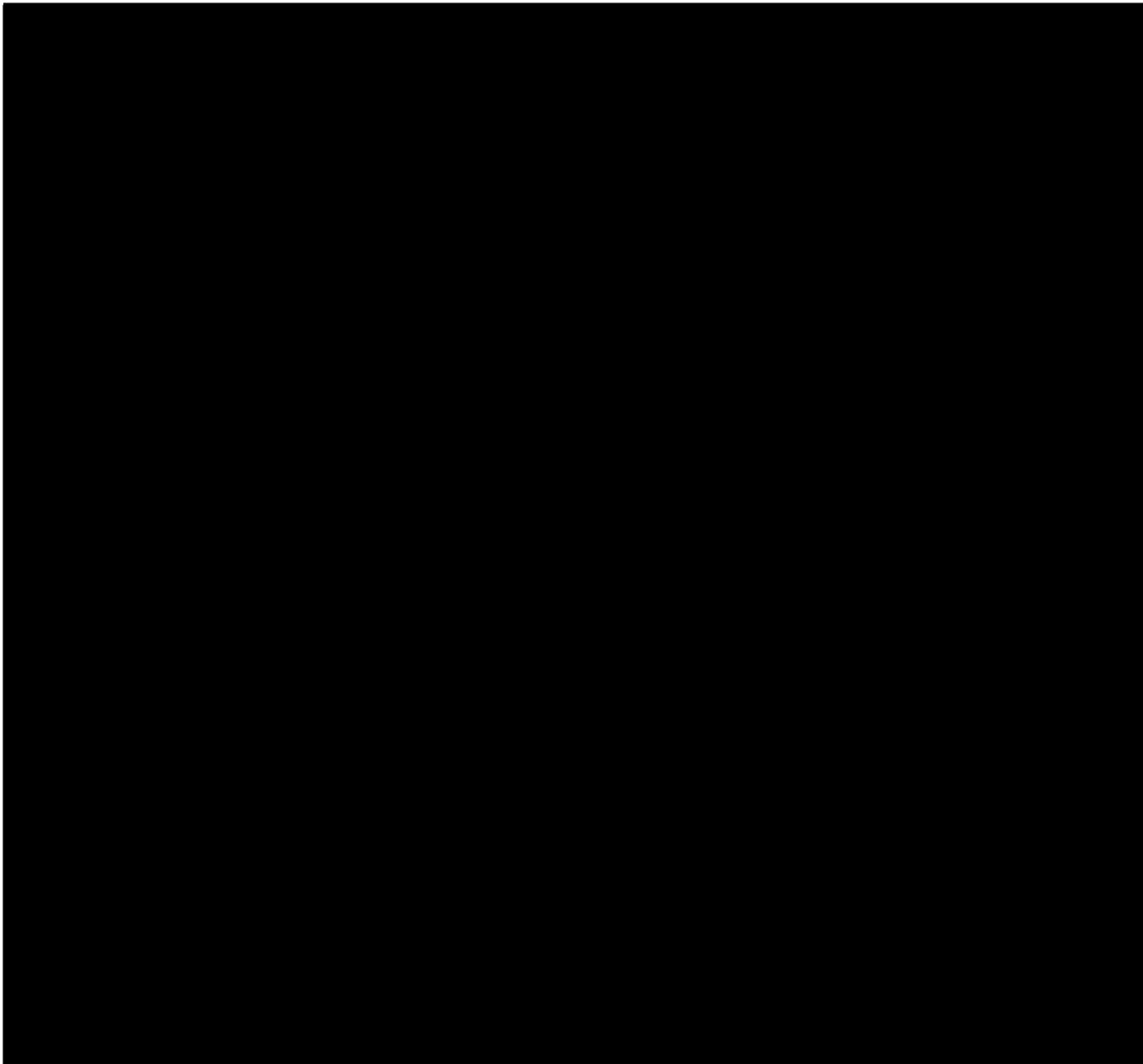
40. **Governing Law**

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.









SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1 PERSONNEL MANAGEMENT AND TRAINING

- A1.1 The Service Provider shall provide the Key Personnel and shall procure that they:
- A1.1.1 diligently supervise the performance of the Services;
 - A1.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and
 - A1.1.3 be available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.
- A1.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Procurement Manager (which shall not be unreasonably withheld).
- A1.3 The Service Provider:
- A1.3.1 without prejudice to Clause 8.2 undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;
 - A1.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and
 - A1.3.3 subject to Clause A3.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract in accordance with the terms set out in Schedule 1.
- A1.4 Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Contract, the Service Provider shall not assign any Service Provider's Personnel

to the performance of the Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.

- A1.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 7) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider's Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider's Personnel attending any training under this Clause A3.5.

A2 OPTION TO EXTEND DURATION

- A2.1 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 one year 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.

A3 CRIME AND DISORDER ACT 1998

- A3.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:
- A3.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;
 - A3.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
 - A3.1.3 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.

A4 OFFERS OF EMPLOYMENT (NON-SOLICITATION)

For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any Authority employees or where GLA is the Authority GLA employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause A4 shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first 6 months of new employment.

A5 STEP-IN

A5.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A5.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A5.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A5.2 The Authority shall provide notice to the Service Provider in writing of the following:

A5.2.1 the action it wishes to take;

A5.2.2 the reason for such action;

A5.2.3 the date it wishes to commence such action;

A5.2.4 the time period which it believes will be necessary for such action; and

A5.2.5 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.

A5.3 Following service of the notice required in Clause A5.2, 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).

A5.4 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 A5.3).

A6 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A6.1 Clause 8.1 shall be deleted and replaced with the following.

A6.2 For the purposes of this Clause A6, unless the context indicates otherwise, the following expressions shall have the following meanings:

A6.2.1 “**Code**” means the Code of Practice on Workforce Matters in Local Authority Service Contracts, contained in Annex C of Circular 07/2003, issued by the Office of the Deputy Prime Minister on 30 September 2003 as amended from time to time;

A6.2.2 “**Current Service Provider**” means provider of services substantially similar to the Services immediately before the Service Commencement Date (which may or may not be the Authority);

A6.2.3 “**Employment Costs**” means wages, holiday pay, employment benefit, costs, redundancy costs and unfair dismissal costs and awards in respect of all Transferring Staff;

A6.2.4 “**Further Transfer Date**” means the date of the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider;

A6.2.5 “**Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

A6.2.6 “**Replacement Service Provider**” means any replacement supplier or provider to the Authority of the Contract (or any part of it);

A6.2.7 “**Re-Transferring Personnel**” means any Service Provider’s Personnel who:

- (a) will transfer to the employment of either the Authority or the Replacement Service Provider pursuant to the Regulations; or

(b) accepts an offer of employment from the Authority or a Replacement Provider (as appropriate),

upon the expiration or termination (in whole or in part) of this Contract;

A6.2.8 **“Statement of Practice”** means the Cabinet Office’s Statement of Practice, “Staff Transfers in the Public Sector” (January 2000) as amended from time to time;

A6.2.9 **“Transfer of Provision”**; means the transfer of the provision of the Services from the provision by the Current Service Provider to the provision by the Service Provider; and

A6.2.10 **“Transferring Staff”** mean such employees as are named in an Appendix to this Contract.

A20.3 It is understood and acknowledged by the Parties that the Regulations apply to the Transfer of Provision and accordingly, pursuant to the Regulations, the contracts of employment between the Current Service Provider and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be subject to the provisions of Clause A6.4).

A6.4 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 with effect from the Contract Commencement Date.

A6.5 All Employment Costs in respect of the period:

A6.5.1 up to the Contract Commencement Date (whether or not due for payment at that date) will be the responsibility of the Current Service Provider; and

A6.5.2 on and after the Contract Commencement Date will be the responsibility of the Service Provider,

and will, if necessary, be apportioned on a time basis between the Current Service Provider and the Service Provider.

A6.6 The Service Provider will indemnify, keep indemnified and hold harmless the Authority from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms

include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority incurs or suffers arising out of or in connection with:

- A6.6.1 any act or omission by or on behalf of the Service Provider in respect of any person employed or engaged by it including, on or after the Contract Commencement Date, the Transferring Staff;
 - A6.6.2 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 and/or, communication made to the Transferring Staff before the Contract Commencement Date by, on behalf of and/or at the instruction of the Service Provider;
 - A6.6.3 any failure by the Service Provider to provide sufficient information to the Current Service Provider to enable it to comply with its information and consultation obligations under the Regulations;
 - A6.6.4 the employment or termination of employment by the Service Provider of any Transferring Staff (whether or not terminated by notice and, if so terminated, whenever that notice expires) on or from the Contract Commencement Date; and/or
 - A6.6.5 any actual, proposed or anticipated changes made by the Service Provider to the terms and conditions of employment of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A6.7 The Service Provider will provide the Current Service Provider, as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider may reasonably require to enable it to comply with its information and consultation obligations under the Regulations.
- A6.8 The Service Provider warrants and undertakes to the Authority that all information given to the Authority 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.
- A6.9 The Service Provider will promptly when requested by the Authority (but not more than twice in any year and not more than 7 days after the date of any notice to terminate this Contract given by either Party for any reason whatsoever) provide, and use its best endeavours to

procure that any relevant sub-contractor provides, the following information to the Authority:

- A6.9.1 a list of current Service Provider's Personnel and sub-contractors (each identified as such in the list) (the "**Staff List**");
 - A6.9.2 all material terms and conditions relating to the employment or engagement of the persons listed on the Staff List;
 - A6.9.3 written job descriptions of the persons listed on the Staff List;
 - A6.9.4 all other information which the Service Provider or sub-contractors knows or ought to know about its or their rights, powers, duties and liabilities under or in connection with the contracts of employment of the persons listed on the Staff List including without limitation their job titles, grades or seniority, dates of commencement of continuous employment, remuneration (salary and benefits) and pension rights; and
 - A6.9.5 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Contract, whom the Service Provider considers will not transfer under the Regulations for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer, such information together being the "**Staffing Information**".
- A6.10 The Service Provider will notify the Authority in as much detail as possible 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/or any changes to any Staffing Information already provided.
- A6.11 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.
- A6.12 Subject to Clause A6.13, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") not less than 14 days before the date of expiry or earlier termination of the Contract.
- A6.13 If the Contract is terminated by either Party in accordance with **Clause 26.1** or by the Authority in accordance with **Clause 26.1, 26.2** or 26.5

then the Final Staff List will be provided by the Service Provider to the Authority within 14 days of the date of termination of the Contract.

A6.14 The Service Provider warrants that as at the date of expiry or earlier termination of the Contract:

A6.14.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

A6.14.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and

A6.14.3 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.

A6.15 From the earlier of:

A6.15.1 the date falling 3 calendar months before the date of expiry of the Contract; or

A6.15.2 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 or 26.5**, the date of the relevant termination notice 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):

A6.15.4 terminate or give notice to terminate the employment or engagement, or replace, the persons listed on the most recent Staff List and/or any Re-Transferring Personnel;

A6.15.5 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;

A6.15.6 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 and/or any Re-Transferring Personnel;

A6.15.7 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or

A6.15.8 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.

A6.16 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 period referred to in **Clause A6.15** regardless of when such notice takes effect.

A6.17 For the avoidance of doubt, the Service Provider confirms that the Authority will be permitted to disclose any information provided to it under this **Clause A6** in summary form to any person who has been invited to tender for the provision of the Services (or similar services) and to any Replacement Service Provider.

A7 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION

A7.1 If the Regulations apply on the expiration or termination of the Contract and/or the appointment of a Replacement Service Provider, the following will apply:

A7.1.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A7.1.2 During the period commencing on the earlier of:

A7.1.2.1 the date falling 6 calendar months before the Further Transfer Date; or

A7.1.2.2 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 the Service Provider will:

(a) provide the Authority with access to such employment records as the Authority 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);

(b) allow the Authority to have copies of any of the documents referred to in **Clauses A6 and A7** and;

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

If the Re-Transferring Personnel are employed or engaged by sub-contractors, the Service Provider will procure such sub-contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access and information.

A7.1.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider (as applicable) that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

- A7.1.3.1 is under notice of termination;
- A7.1.3.2 is on long-term sick leave;
- A7.1.3.3 is on maternity, parental or adoption leave;
- A7.1.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
- A7.1.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
- A7.1.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
- A7.1.3.7 has received a written warning (other than a warning that has lapsed);
- A7.1.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
- A7.1.3.9 has objected, or has indicated an intention to object, in accordance with the Regulations to his or her employment transferring to the

Authority or Replacement Service Provider (as appropriate) under the Regulations.

A7.1.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider (as appropriate):

A7.1.4.1 that it will continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment of the Re-Transferring Personnel up to the Further Transfer Date;

A7.1.4.2 to pay to the Re-Transferring Personnel all sums to which they are entitled from the Service Provider and/or any sub-contractor up to the Further Transfer Date (regardless of when such sums fall due) including, without limitation, all wages and salaries, sick pay, maternity pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Further Transfer Date; and

A7.1.4.3 to comply in all respects with its information and consultation obligations under the Regulations and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A7.1.5 In respect of the Re-Transferring Personnel the Parties agree that all Employment Costs will be apportioned on a time basis (regardless of when such sums fall to be paid) as follows:

A7.1.5.1 up to and including the Further Transfer Date the Service Provider will be responsible for the Employment Costs;

A7.1.5.2 after the Further Transfer Date the Authority and/or Replacement Service Provider (as appropriate) will be responsible for the Employment Costs

except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

A7.1.6 The Service Provider will indemnify, keep indemnified and hold harmless each of the Authority and any Replacement Service Provider from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority and/or the Replacement Service Provider (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:

A7.1.6.1 any failure by the Service Provider to comply with its obligations under **Clause A7**;

A7.1.6.2 any act or omission by or on behalf of the Service Provider in respect of any person who is or was employed or engaged by it, except in the case of the Re-Transferring Personnel where the Service Provider's indemnity will only apply in respect of such employees insofar as and to the extent that any such act or omission occurred on or before the Further Transfer Date or was undertaken by, on behalf or at the instruction of the Service Provider; and/or

A7.1.6.3 any claim or demand or other action taken against the Authority and/or Replacement Service Provider by any person employed or engaged by the Service Provider (other than Re-Transferring Personnel) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider in respect of them by virtue of the Regulations.

A7.2 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 6 years following the date of expiry or earlier termination of the Contract the Authority will be given access to and be allowed to consult with any person, consultant or employee who, at that time:

A7.2.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A7.2.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or sub-contractors on such consultation. The Service Provider will further procure that all such persons co-operate with the Authority's requests.

A8 LONDON LIVING WAGE

A8.1 For the purposes of this Clause A8, unless the context indicates otherwise, the following expressions shall have the following meanings:

“London Living Wage” the basic hourly wage of £9.15 (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Service Provider.

A8.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

A8.2.1 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;

A8.2.3 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;

A8.2.4 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;

A8.2.5 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

A8.2.6 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

A8.3 Any breach by the Service Provider of the provisions of this Clause A8 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

A9 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006

A9.1 For the purposes of this Clause A9, unless the context indicates otherwise, the following expressions shall have the following meanings:

“WEE Equipment” means any Equipment which falls within the scope of the WEEE Regulations; and

“WEEE Regulations” means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007).

A9.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

(a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

(b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

A9.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause A31.

SCHEDULE 3A - SPECIFICATION

GREATER LONDON AUTHORITY

Schedule 3

**Specification for the provision of
Heritage Wardens Services at
Trafalgar Square and Parliament
Square Garden, London**

Specification reference GLAFM042E

**Specification for the provision of Heritage Wardens Services at
Trafalgar Square and Parliament Square Garden, London**

Contents

1. Introduction
2. Overview of Trafalgar Square and Parliament Square Garden
3. Scope of Service
 - 3.1 Security Service
 - 3.2 Incident Management and Emergencies
 - 3.3 Enforcement
 - 3.4 Assisting Visitors
 - 3.5 Site Management Support
4. Legal Framework and Byelaws
5. Security Issues and Risks
6. Standard Operating Procedures (Assignment Instructions)
7. Professional Standards and Training
 - 7.1 Looking, thinking and acting the part
 - 7.2 Uniform Standards
 - 7.3 Training requirements
 - 7.3.1 Security Industry training and licensing
 - 7.3.2 Personal Attributes
 - 7.4 Contractor's Staff Responsibilities and the use of Social Media
 - 7.5 Complaints and Investigations
 - 7.6 Legal Representation
8. Liaison, Representation, Public Interest and Media
 - 8.1 Liaison and Representation
 - 8.2 Public Interest
 - 8.3 Professional News Media
 - 8.4 Corporate Communications and Marketing
9. Staffing
 - 9.1 Staffing Levels, Shift Patterns and Deployment
 - 9.2 Management Support
 - 9.3 Working Conditions and Fair Treatment
 - 9.4 Recruitment and Selection of Staff
 - 9.5 Equality and Inclusion
 - 9.6 Proof of Identity, Right to work in the UK and Licensing
 - 9.7 Fitness for Duty

GREATER LONDON AUTHORITY

- 9.8 Smoking Policy
- 9.9 Rates of Pay
- 9.10 TUPE

- 10. Key Performance Indicators (KPI) and Quality Assurance
 - 10.1 Key Performance Indicators
 - 10.2 Quality Assurance

- 11. Management Meetings

- 12. Graded Pay Scheme, Duration and Pricing Schedule
 - 12.1 Graded Pay Scheme
 - 12.2 Duration
 - 12.3 Pricing Schedule

- 13. Facilities and Equipment provided by the GLA

- 14. Equipment and items provided by the Contractor

- 15. Invoicing

Annex A – Trafalgar Square Byelaws 2012

Annex B – Parliament Square Byelaws 2012

Annex C – Police Reform and Social Responsibility Act 2011 Part 3

Annex D – Enforcement Policy

Annex E – Key Performance Indicators

Annex F - Invoicing

1. Introduction

The Greater London Authority (GLA) has the responsibility for the care, control and management of Trafalgar Square and Parliament Square Gardens in central London, as defined by the Greater London Authority Act 1999.

As part of discharging its duties, the GLA engages the services of a specialist service supplier to provide a comprehensive Heritage Warden Service for the purpose of protecting the national heritage assets on Trafalgar Square and Parliament Square Garden; providing a safe, secure and welcoming environment; providing public information to visitors and tourists, event and operational support and when necessary carrying out enforcement action. The Heritage Wardens are the public face of the GLA and are responsible for upholding the reputation of the GLA and the Mayor of London.

Given the nature of the sites the service required is somewhat unique but is akin to a combination of retail and leisure industry security and civil enforcement officer services. It should be noted that the Heritage Wardens will spend the majority of their time outside and will be required to perform their duties 24 hours a day and 7 days a week and in all weather conditions.

The Heritage Wardens carry out their role in two of the most high profile Squares in the United Kingdom and as a result their actions are constantly in the public eye and can come under intense scrutiny. The conduct of the Heritage Wardens reflects on the Mayor of London and GLA. It is therefore important that the contractor's staff demonstrate exemplary levels of customer service, integrity and professional conduct. To achieve this requires the right calibre of staff coupled with a high level of training and proactive management support.

This service will be delivered by a full-time, dedicated, site trained, core team of uniformed security officers, supplemented on an ad-hoc basis by additional site trained officers.

2. Overview of Trafalgar Square & Parliament Square Garden

Trafalgar Square and Parliament Square Gardens are high profile iconic public open spaces within the borough of Westminster in central London.

Parliament Square Gardens is part of the Westminster Abbey and Parliament Square conservation area and abuts both the Whitehall Conservation Area and a UNESCO designated World Heritage Site, embracing in particular the Palace of Westminster and Westminster Abbey. It is classified as grade 2 on English Heritage's register of parks and gardens of special historic interest. Trafalgar Square is a site of significant historic value and its monuments and statues also have individual heritage classifications. Since its construction in the early 1800s, Trafalgar Square has been seen as a centre of national democracy and protest. Rallies and demonstrations are frequently held at weekends on a range of political, religious and general issues. The Mayor supports this

democratic tradition and through an authorisation process gives access to the Square for such causes.

As well as being open to the public on a 24 hour 7 days a week basis, both sites act as symbolic focal points for important national and local events in addition to political protest and rallies.

Trafalgar Square, in particular, is the venue for many large, high profile, public and private events, such as; New Year's Eve, Pride, Saint Patrick's Day, Chinese New Year, Faith Events and Concerts. It can host up to 15,000 participants rising to 19,000 if the North Terrace is used. Many of the events finish late in the evening.

Trafalgar Square contains a licensed café and many of the events taking place on the Square are themselves licensed.

The service provided by the Heritage Wardens at Trafalgar Square and Parliament Square Garden operates 24 hours a day, 365 days a year, in all weather conditions and is complex, carrying a high degree of reputational risk. It requires Heritage Wardens of a high calibre who are professional, proactive and motivated to deliver an exceptional standard of service.

3. Scope of Service

The Heritage Warden Service is required to fulfil the following duties;

3.1 Security Services

Security duties which centre around protecting the Squares and ensuring the safety of the visiting public and those working on the Squares, include; proactive patrolling of GLA controlled land, monitoring the adjacent area -on Trafalgar Square particularly the North Terrace-, CCTV monitoring at Trafalgar Square, point duties, access control, staffing the control room, issuing of keys, responding to alarms, liaison with the police and local authority wardens, liaison with neighbours, controlling access to the Squares, checking of authorisations, parking control and authorisation, controlling photo-shoots and filming, protecting the historic monuments and fabric of the Squares from damage and identifying and reporting faults with Squares facilities, fabric and infrastructure. It also includes monitoring and controlling authorised activities that take place on GLA controlled land, liaison with event organisers and their stewarding companies, many of these activities are licensed events. As examples this will include major events such as the Fourth Plinth project, the lighting of the Christmas Tree, New Year's Eve celebrations and St. Patrick's Day, as well as both large and small protests and demonstrations.

Heritage Wardens may also be required to assist in portering duties on Trafalgar Square and Parliament Square Garden, particularly in the run-up to and following of events and when dealing with incidents; for example placing and moving crowd control barriers.

3.2 Incidents Management and Emergencies

The Heritage Wardens are responsible for managing incidents and emergency response arrangements on Trafalgar Square and Parliament Square. This will include ensuring that sufficient and adequate emergency response plans are in place to deal with any incidents that may occur, together with appropriate training for the staff. As well as dealing with the incidents, this will include the writing of incident reports and statements to a high standard that would allow them to be used as evidence in court. In some cases incidents will involve calling the police and other emergency services for urgent assistance and working co-operatively with them. The Heritage Wardens are also required to deal appropriately with unauthorised events and protests. Typically, such events may be web-advertised "flash mobs" and protests from extreme political groups, or spontaneous demonstrations in response to local, national or world events.

3.3 Enforcement

The Heritage Wardens are responsible for ensuring that visitors to the Squares comply with the legislation that the GLA is responsible for enforcing and responding appropriately to cases of breaches. The specific legislation that the Heritage Wardens are responsible for enforcing are the Trafalgar Square Byelaws 2012, attached at ANNEX A, the Parliament Square Garden Byelaws 2012, attached at ANNEX B and Part 3 of the Police Reform and Social Responsibility Act 2011 that specifically applies to Parliament Square Gardens attached at ANNEX C.

In most cases this will involve giving advice to people and asking them to cease the activity that they are in breach of. In other cases it will involve taking more direct action which could include directing people to leave GLA controlled land, dealing with unauthorised events and protests and, in certain limited circumstances, seizing specific prohibited items, which includes tents and sound amplification equipment. The Heritage Wardens are responsible for carrying out enforcement activities in line with the GLA's Enforcement Policy; a copy of the current policy is attached at ANNEX D.

Evidence gathered by the Heritage Wardens in the form of note book entries, statement, incident reports, photographs and CCTV images and other video recordings may be used in any court proceedings that may follow a breach of legislation. It is therefore important that documents are accurate and written using good English and evidence is properly handled to ensure its continuity.

The power and authority of the Heritage Wardens to carry out enforcement activity is given in the form of a Warrant Card issued by the Greater London Authority. This Warrant Card is uniquely numbered and linked to an individual Warden, this number must be displayed on the Heritage Warden's epaulette. Warrants Cards are supplied and issued by the GLA when an officer has successfully passed the probationary period, set by the contractor, and passed a written examination, set by the GLA, covering professional standards and the legislation that the Wardens are responsible for enforcing. It should be noted that Heritage Wardens are akin to Civil Enforcement Officers in Local Authorities and have no power of arrest or detention.

GREATER LONDON AUTHORITY

Heritage Wardens will often find themselves confronted by individuals or groups of people who are seeking to challenge the law and authority of the Wardens, they must be confident and capable of managing such situations in a professional manner.

3.4 Assisting Visitors

Trafalgar Square and Parliament Square Gardens are both very popular tourist destinations attracting people from London and the UK as well as visitors from around the world, some coming as individuals or small groups, others as larger organised tours.

The Heritage Wardens are required to provide assistance to visitors in the form of answering questions about the history of both Squares, other local attractions and giving directions to other major landmarks in the area. As a result, it is important that the Heritage Wardens have a good command of spoken English and are able to communicate effectively to people who do not speak English and come from different cultures.

3.5 Site Management Support

The lead GLA Officer for this service is the Security and Operations Manager who is part of the support services team, however, because of the multi-function nature of the Heritage Wardens role, close liaison is also required with the infrastructure and amenities teams, all of whom are part of the GLA Facilities Management Unit.

The Heritage Wardens act as the focal point for the facilities operations that take place on both Squares and provide a central point of contact and co-ordination for contractors operating on the sites, this is particularly important in emergency situations where staff need to be accounted for. Services provided by other contractors at the Squares include; infrastructure, cleaning and waste management, horticulture, catering and pest control.

The Heritage Wardens are also required to liaise and co-operate with event organisers as well as their stewarding contractors to support the smooth and safe running of GLA authorised events.

Weekly and sometimes daily management reports are required from the Heritage Wardens covering the general condition of the Square and events that have occurred over the period. Specific reports covering authorised events are also required to provide feedback on compliance with the condition of hire of the Square; photographs are often used to support the reports.

All reports and materials produced by the contractor in delivering this specification remain the property of the GLA.

4. Legal Framework and Byelaws

Responsibility for the care, control and management of Trafalgar Square and Parliament Square Garden is vested to the GLA in the Greater London Authority Act 1999, Sections 384 and 385. Pursuant to these powers the Mayor has made the Trafalgar Square Byelaws 2012 and Parliament Square Garden Byelaws 2012. The Byelaws are specifically framed to secure the proper management of both Squares, the preservation of order and the prevention of abuses there. Breaches of the Byelaws constitute criminal acts.

Following a long-term illegal occupation of Parliament Square in 2009/10 and issues around a long term permanent protest Parliament passed specific legislation in the form of Part 3 of the Police Reform and Social Responsibility Act 2011 which aimed to prevent the harms and nuisance caused by these activities. One of the primary duties of the Heritage Wardens, on behalf of the GLA, is to uphold the relevant legislations and where necessary carry out enforcement activity. This will involve making statements and could involve attending court to give evidence in any prosecution. A copy of the Byelaws is attached at **ANNEX A and B** and the relevant section of the Police Reform and Social Responsibility Act is attached at **ANNEX C**.

5. Security Issues and Risks

Trafalgar Square and Parliament Square Garden face a number of security issues and risks due to being prominent locations of an iconic nature with symbolic importance to the nation. As such, the Heritage Wardens are required to exercise a high degree of vigilance and diligence in carrying out their duties. The types of security issues and risks that the contractor may have to be deal with include:

- Anti-social behaviour, particularly drunkenness and drug use
- Climbing on the monuments and fabric, particularly the Trafalgar Square Lions, Parliament Square Statues and trees
- Entering the water filled Trafalgar Square fountain bowls and climbing on them
- Unauthorised protests and rallies
- Illegal trading
- Unauthorised promotions, marketing and distribution of materials and samples
- Unauthorised busking, threats against individuals (physical & verbal)
- Public disorder
- The discharging of pyrotechnics (e.g. smoke grenades) and fireworks
- Acts of self-immolation
- Accidental fire incidents
- Items being thrown at Heritage Wardens
- Theft, particularly pick-pocketing and bag snatching
- Hate Crime incidents (Racial, Homophobic)
- Knife crime
- Sexual acts
- Rough sleeping and begging

GREATER LONDON AUTHORITY

- Acts of criminal damage e.g. graffiti
- Suspicious items and people including: hostile reconnaissance
- Acts of terrorism; including but not limited to IED, PBIEDs, VBIEDs, MTFAs and CBRN

The contractor will be required to compile and maintain risk assessments covering the security risks identified above, other operational risks within the scope of this specification plus any other risks that are identified or materialise during the life of the contract. Due to the high profile of both sites and high number of visitors these must be reviewed every six months and submitted to the GLA.

6. Standard Operating Procedures (Assignment Instructions)

The contractor will be required to compile and maintain comprehensive Standard Operating Procedures (Assignment Instructions), which will become the property of the GLA, to give guidance to Heritage Wardens in discharging the duties covered under this specification.

In particular, specific Standard Operating Procedures (SOPs) dealing with each of the issues/threats identified in section 4 above are required and additional SOPs will be required for any other risks that are identified or materialise during the period of this contract. On award of contract, the contractor will be supplied with the existing SOPs which they will be required to review and update in the format required by the GLA.

7. Professional Standards and Training

7.1 Looking, thinking and acting the part

The contractor is the visible representative of the Mayor of London and the GLA, therefore it shall ensure that its conduct and the conduct of its staff at all times is such that it will not bring the GLA into disrepute.

The Officers required under this specification requires officers of a high calibre who are both proactive and motivated to deliver a high standard of service.

The strap line "Look, Think, Act the Part" is used to set the standards. Heritage Wardens engaged on this assignment are required to:

- Look the Part: in terms of their uniform standards, personal hygiene and appearance, demeanour and body language
- Think the Part: by taking an active interest in everything that is going on around them and being alert and vigilant at all times
- Act the Part: in their conduct and way they behave whilst on duty and in the public eye

GREATER LONDON AUTHORITY

The contractor will act in a professional and polite manner towards members of the public, including those involved in unauthorised activities, and other contractors employed by the GLA at all times.

To this end the Contractor's staff must adhere to the GLA's "Code of Ethics and Standards for Staff". Staff must be briefed on this requirement before attending site for their first shift. A copy of this document is supplied separately with the tender pack.

Should any of the contractor's staff found to be in breach of the GLA'S code or standards during the course of their activities in connection with this specification, the GLA will require the contractor's member of staff not to attend site. However, the contractor's own codes, standards and disciplinary procedures will continue to apply to their staff.

7.2 Uniform Standards

All Heritage Wardens assigned to Trafalgar Square and Parliament Square Garden must be supplied with the correct Heritage Warden uniform, as specified by the GLA.

A uniform set will consist of the following items:

- Dark trousers, with side pockets, with an optional skirt for female officers
- Black leather belt
- Dark jumper, with epaulettes
- White, tailored shirt with epaulettes, long sleeve for winter use
- White, tailored shirt with epaulettes, short sleeve for summer use
- Black leather safety boots, for summer use suitable for long periods of walking and standing
- Black leather safety boots, for winter use suitable for long periods of walking and standing.
- Dark coloured socks, summer use
- Dark coloured socks, winter use
- Clip on tie or cravat (red/maroon)
- High-visibility tabard, with pockets, marked with the words "Heritage Warden" front and back, with no corporate branding/logo
- High-visibility weatherproof jacket marked with the words "Heritage Warden" front and back, with no corporate branding/logo
- Waterproof and windproof jacket, marked with the words "Heritage Warden" (not high visibility), with no corporate branding/logo
- Waterproof and windproof trousers (not high visibility)
- Black waterproof cape, with no corporate branding/logo
- Thermal under garments
- Waterproof and thermal gloves
- Security peaked cap red banded, with rain cover
- Head warmer for use under the peaked cap in winter

- Epaulettes slides (in red/maroon) marked with the word "Heritage Warden" together with a rank insignia to differentiate between an officer, supervisor and manager and the Heritage Warden's unique Warrant Card Number
- Metal insignia badge to attach to headwear, design to be provided by the GLA
- Cold weather ear protection, if not provided with the winter hear wear
- Any Personal Protective Equipment that may be required to allow Heritage Wardens to deal with situations safely on the Squares, e.g. specialist gloves to handle discharged pyrotechnics or fireworks, waders to allow members of the public to be recovered from the fountain bowls

Female officers should be given the option of wearing trousers or a uniform skirt.

The officers are representatives of the Mayor of London and GLA and all officers must be clean, well presented and smart in appearance at all times whilst on duty.

Only those staff that are site trained, or are approved by the GLA to be in training, are permitted to wear the Heritage Warden uniform. Only officers who hold warrant cards may wear their warrant card number on their epaulettes. Officers under training and in their probation period may only wear plain Heritage Warden epaulettes on their uniform.

The contractor's Site Manager may wear a business suit with a tie; however, they must also have a Heritage Warden uniform available to them, to be worn as appropriate to the circumstances or as directed by the GLA.

7.3 Training requirements

The GLA requires Heritage Wardens assigned to this contract to be licensed in accordance with the law and have high levels of professional training. Further training in on-site specific SOP's, enforcement training in relation to this specification and the GLA's supplied equipment and systems must be undertaken at the contractor's expense. Details of the specific training required is outlined below.

The training given to officers must cover the following topics;

- Advanced Conflict management and Conflict Resolution Training bespoke to the environment described in this specification– (In addition to the standard SIA training)
- Negotiating skills, particularly in relation to getting people to remove themselves from the monuments or from the fountain bowls
- Public space security
- Incident report writing and situation reports
- Gathering and recording evidence and giving evidence in Court
- Dealing with suspicious behaviour
- Counter-Terrorism awareness, including: hostile reconnaissance
- Dealing with suspect packages & items
- Conducting searches of a person and location
- Health & Safety, relevant to the role, including dynamic risk assessment in operational roles

GREATER LONDON AUTHORITY

- Event and crowd management
- Operating in hostile public disorder situations
- First Aid at Work – full 3 day course, to include defibrillator, fire safety awareness and precautions, including extinguisher use
- Manual handling eg. moving pedestrian crowd control barriers and heras fencing
- Customer service skills
- Diversity and inclusion
- Use of personal radio system and voice procedure
- Site based Standard Operating Procedures (Assignment Instructions)
- Enforcement Training, including the Trafalgar Square Byelaws 2012 and Parliament Square Gardens Byelaws 2012, Police Reform and Social Responsibility Act 2011
- Human Rights Act 1998, in particular Articles 10 Freedom of Expression and Article 11 Freedom of Assembly and Association
- Recovering and rescuing people from the Trafalgar Square Fountain Bows
- Local Area geography, landmarks and history – particularly Trafalgar Square & Parliament Square Garden.
- Wider central London geography, history and tourist attractions (e.g. London Ambassador training)
- CCTV System installed at Trafalgar Square
- The contractor must also be committed to provide training on any additional equipment the GLA may introduce, e.g. guard tour type system.

A training matrix must be maintained for all officers working on this contract, including relief officers, which shows all elements of the training required together with the particular date the training is completed. To facilitate training and operational briefings the contractor must have access to suitable training and briefing facilities.

The contractor is required to develop and maintain a bespoke, modular, training and exercising package that covers the topics detailed below and any other areas that are identified as having a training need by either the contractor or GLA. This training package must be supported by appropriate manuals, books and aide memoires.

It should be noted that the training package may be subject to scrutiny in court and by members of the public or media through the submission of Freedom of Information Requests, which the GLA has a statutory duty to answer. The copyright of any training material developed to support this specification remains the property of the GLA.

For new officers this training must be completed within 6 months of joining the contract. The contractor must also explain in their proposal how and when refresher training is conducted.

Once the training is completed officers are required to take and pass the GLA's Enforcement Officers Test. When this test is passed the GLA will issue the officer with an Enforcement Warrant Card. Officers may have up to 3 attempts to pass the test. If

GREATER LONDON AUTHORITY

an officer has not passed the test after 3 attempts they must be removed from the contract.

7.3.1 Security Industry Training and Licensing

All Heritage Wardens provided under this specification must have the appropriate valid Security Industry Authority License(s) for the role they will be performing. Currently this is:

- Security Industry Authority (SIA) – Door Supervision training and license
- Security Industry Authority (SIA) – Public Space Surveillance training and license, for site manager and supervisors only and any relief managers and supervisors.

The appropriate license must be prominently displayed whilst on duty, particularly when working in the public areas, in line with their legal responsibility.

7.3.2 Personal Attributes

The officers engaged under this specification must be able to demonstrate,

- Good command of spoken English language, this is especially important when making calls via the land line or mobile phones
- Confident and able to give clear and concise directions, instructions or information
- Able to write clearly and legibly in English with particular emphasis in writing incident reports and statements
- Good customer service skills, including the ability to communicate with people who do not speak English
- Reliable with good attendance and time keeping
- Problem solving skills
- Team working
- Personal Resilience and content to work in an outdoors environment throughout the year and in all weather conditions, with the appropriate clothing

7.4 Contractor's Staff Responsibilities and the use of Social Media

The individual officers employed on this contract must maintain the trust and confidence of the GLA, if this trust is breached the individual shall be removed from the contract. In this regard the contractor's staff will also need to exercise care when using social media in their personal lives.

This means that the contractor's staff should:

- Not use social media to post critical comments about either the Mayor and/or Assembly Members
- Not use social media to post critical comments about fellow Officers, GLA staff or the GLA as a whole that would either damage the reputation of the GLA, or of any individual Officer.

GREATER LONDON AUTHORITY

- Not use social media in a way that violates the GLA's policies and public duties on harassment and equalities or that could result in any officer perceiving themselves to be a victim of harassment or discrimination;
- Not use information obtained in the course of employment on the contract, which is subject to a duty of trust and confidence, as the basis for any social media post;
- Not use social media in a way that breaks the law either relating to civil or criminal law and officers should note that Criminal acts committed other than in the course of employment may also warrant disciplinary action where the offence affects the interest of the GLA and/or the continued performance of the contract.

The Contractor's staff are also subject to the Data Protection Act and the laws of defamation at all times.

7.5 Complaints and Investigations

The GLA operates a complaints and comments procedure that allows members of the public to submit complaints and comments about GLA services, which includes the Heritage Warden Service, to the Mayor of London. Details of the procedure can be found at: <http://www.london.gov.uk/contact-us/making-complaint/gla-complaints>. Any such complaints or comments will be passed on to the contractor to fully investigate and the outcome of the contractor's investigation reported back to the GLA. The GLA will then respond to the complainant. The contractor shall take the necessary action to address any complaints within their control that are upheld. In cases where comments are made, these shall be taken into consideration, actioned where they have merit and no detrimental impact on the service and are agreed by the GLA. In some cases the GLA will undertake its own investigation into complaints or incidents and the contractor is required to co-operate with any such investigation.

7.6 Legal Representation

There may be occasions when in carrying out their duties a Heritage Warden becomes involved in incidents that lead to allegations of criminal offences, such as assault, being made against the Warden and the Police being called. In the event that the Warden is arrested and/or charged with an offence as a result of carrying out their duties, the contractor, at their own expense, is responsible for providing the Warden with all necessary legal support through to the conclusion of the case. In such incidents where it is deemed necessary by the GLA or contractor to suspend the Warden pending the outcome of the case, the Warden will remain on full pay at the expense of the contractor, but the post must be backfilled by another site trained Warden. This provision does not affect any internal disciplinary procedures that the contractor may follow at their own discretion, or decide to implement.

8. Liaison and Representation, Public Interest and Media

8.1 Liaison and Representation

The contractor will be required to liaise directly with the police on incidents, intelligence and criminal issues occurring on or near GLA controlled land. Liaison will also be required with officers and contractors of Westminster City Council.

The contractor's senior representative on site, the Heritage Warden Manager, will also be required to represent the GLA at meetings with the police, Westminster City Council and neighbours.

The senior Heritage Warden on the ground is required to brief the GLA's key contacts on all matters that affect Trafalgar Square and Parliament Square Garden. This will be in the form of telephone calls, situation reports and incident reports as well as regular face to face meetings/briefings.

8.2 Public Interest

The activities of the Mayor of London and GLA attract a great deal of public interest and Trafalgar Square and Parliament Square Gardens are often the focus for large planned events, demonstrations and spontaneous gatherings.

As representatives of the GLA and the Mayor, the conduct of Heritage Wardens will be open to both public and media scrutiny, this is particularly the case when officers get involved in enforcement activities.

Staff deployed on this contract need to be aware of this fact and accept that their names, images and voice may appear in the traditional media as well as on social media websites and as a result of their role or actions, they may become the subject of media interest.

Where criminal offences are alleged officers may be required to attend court to give evidence.

8.3 Professional News Media

The Heritage Warden Service will facilitate access to members of the professional news media who are covering current affairs news stories on the Squares, subject to them complying with the law and the GLA's Pre-Authorisation Scheme for filming and photography undertaken on Trafalgar Square and Parliament Square Garden by the Professional News Media.

The Professional News Media may also from time to time focus on the activities of the Heritage Wardens themselves, particularly during unauthorised activities or as a result of enforcement action taken by the Wardens. Neither the contractor nor the Heritage Wardens are authorised to give statements to the media and must not express

personal opinions on their role or the policies of the Mayor or GLA. All requests for comment must be referred to the Mayor's Press Office.

Should members of the Professional News Media approach the contractor directly in relation to a story regarding the Heritage Warden Service or the Squares, the GLA must be advised and consulted on any proposed response.

The activities of amateur citizen journalists posting articles on social media sites are not classified as members of the professional news media.

8.4 Corporate Communications and Marketing

The contractor shall not publish information about this contract in corporate communications, marketing material that is sent to the contractor's own staff, other clients, prospective clients or used as general advertising, without first seeking the prior approval of the GLA. To seek approval proof of the proposed material must be submitted to the GLA.

9. Staffing

9.1 Staffing Levels, Shift Patterns and Deployment

The contractor must supply sufficient site trained staff, working appropriate shift patterns and deployed in such a way so as to reasonably ensure that the requirements of this specification are met.

There needs to be a 24/7 presence on both Squares unless a change is agreed with the GLA in advance or there is an operational need in response to an incident to direct the resource to one particular location. It should be noted that it takes approximately 10 minutes to walk between the two Squares. Trafalgar Square is the busiest of the Squares and is the location of the Heritage Warden's office and CCTV equipment, it is therefore the natural focus of the operation.

The contractor must also have the capability of increasing staff numbers, at short notice, in response to incidents or pre-planned or known events or activities. Any staff supplied as Heritage Wardens, in addition to the agreed establishment, must report for duty in the standard Heritage Warden uniform, unless otherwise agreed with the GLA in advance. Where the number of staff required exceeds the number of site trained Heritage Wardens available, the extra staff must be supplied in a "security uniform" and will need to be appropriately trained and briefed.

Heritage Wardens are required to be on duty on a 24/7 basis, however, the numbers on duty are likely to vary according to the levels of activity on the Squares. To ensure that there is sufficient supervision and management a dedicated on-site manager is required along with a supervisor or team leader to support each shift that is proposed. As a guide the current permanent staffing establishment is as follows:

Shift	Position and current number of staff
Flexible working across shifts, agreed by the GLA	1 x Heritage Warden Manager
Monday to Friday and Sunday, days	3 x Officers, including a working supervisor
Monday to Friday and Sunday, nights	3 x Officers, including a working supervisor
Friday and Saturday, nights	4 x Officers, including a working supervisor

The staffing levels are currently increased on Friday and Saturday nights, as the Squares tend to receive more visitors on these days.

The contractor should note that, whatever staffing levels are proposed, the number of officers per shift may need to be adjusted within the total establishment to meet operational requirements and there would be no change in the charge rate as a result.

The GLA also reserves the right to reduce or increase the staffing levels recommended by the contractor and the price for the service will be adjusted on a pro-rata basis. It is accepted that any reductions will impact the level of coverage that can be provided.

The contractor must have the capability to supply additional, site trained and site uniformed officers to cover planned absence such as holidays or training and short notice absence such as sickness. In the case of short notice absence suitable cover must be in place within 4 hours of receipt of the initial call advising of the absence. Only those staff that are site trained, or in-training are permitted to wear the Heritage Warden Uniform.

The contractor must also be able to supply additional security staff and supervision when required to support incidents or planned events. These staff, if not site specific trained, must not be uniformed as Heritage Wardens but should wear the contractor's standard corporate security uniform, including appropriate foul weather clothing.

9.2 Management Support

Experience has shown that to successfully deliver the Heritage Warden Service to the required standard a good level of competent, off-site management and back office support is required. In particular, there must be a robust process for providing Wardens with the approved uniform, appropriate to the season in a timely manner. This support must include documented, out of hours staff welfare and quality assurance visits.

In the event of the planned or unplanned absence of the on-site Heritage Warden Manager, a fully trained, licensed and warranted replacement Manager must cover the role.

9.3 Working Conditions and Fair Treatment

The Greater London Authority is committed to ensuring that staff employed under contract with the Authority are treated fairly and have a reasonable work-life balance.

The permanent staff on this contract should be placed on contracts that reflect the number of hours that they work each week for the life of the contract. The use of zero hour contracts for permanent site based staff is not acceptable under this specification.

The permanent staff employed on this assignment must not work on other assignments during their rest periods or holiday. It is acceptable for officers to work additional hours on this contract, on a voluntary basis, based on the requirements of the business but in line with the working time directive.

Officers working on this contract must be provided with a least a one hour paid lunch break during their shift and at least one break of at least 15 minutes before and after the lunch. The contractor may build in additional breaks as they see fit.

Should officers be required to travel to and from site during periods when public transport has closed, e.g. Christmas, New Year or industrial action that affects transport, the contractor must make appropriate arrangements, at their cost, to ensure their staff are able to report for duty on time and get home at the end of their shift.

9.4 Recruitment and Selection of Staff

The contractor shall not replace any Heritage Warden staff, including relief officers, supplied under this specification without the GLA's prior written approval, this particularly includes the transferring of staff to other contracts.

The GLA may wish to interview the contractor's Heritage Wardens candidates prior to them commencing work at Trafalgar Square & Parliament Square Garden, and reserves the right to reject officers that it considers unsuitable for the assignment. The GLA is an active promoter of equality and as such, would like an equal balance of male and female officers.

Occasionally, a Heritage Warden may be deemed by the Heritage Warden Manager or GLA as unsuitable for the assignment. In these cases it is important that the contractor maintains a list of unsuitable candidates to ensure that they are not re-supplied to the contract.

9.5 Equality and Inclusion

The GLA is committed to promoting equality of opportunity and encouraging diversity for all Londoners. To achieve this, the GLA group has the following Equality and Inclusion goals:

GREATER LONDON AUTHORITY

- Promoting equality and diversity
- Challenging and eliminating discrimination
- Providing responsive and accessible services for Londoners
- Ensuring its workforce reflects the diverse population of London

As a public body, the GLA is subject to legislation which outlaws discrimination in all of its functions. In the areas of disability, gender and race, the legislation also places a positive legal duty on public authorities to eliminate discrimination, promote equality of opportunity and good relations. In practice this means making sure that the duty is central to the way in which any function is carried out and where equality is relevant. This general duty applies not only to services provided directly by the GLA but also to services delivered by third parties, including contractors, on its behalf.

The contractor must supply a mixture of male and female officers on each shift, a totally male shift would not be acceptable.

9.6 Proof of Identify, Right to work in the UK and Licensing

When first interviewed by the GLA's representative, prospective Heritage Wardens will be required to show their appropriate SIA License(s) and provide proof of identity (e.g. Passport, driving license, birth certificate or other GLA approved document) and proof of their right to work in the United Kingdom. Copies of such documents must be held for the duration of the officer's employment on this assignment by the contractor.

9.7 Readiness and Fitness for Duty

Heritage Wardens must be on site and ready to commence duty at their agreed shift start time, this includes the completion of the contractor's own booking on requirements. To allow for this it is essential that officers should report at least 5 minutes prior to the commencement of their shift.

All Heritage Wardens supplied to the Trafalgar Square & Parliament Square Garden assignment must be physically and mentally fit to meet the requirements of the assignment and must report for duty in an alert condition. The "double shifing" of officers is not an acceptable practice.

On award of contract the contractor shall compile a capability assessment criteria against which Heritage Warden's capability to perform their duties should be judged. This must be presented to the GLA within 2 months of the award of contract.

9.8 Smoking Policy

Heritage Wardens on duty, in uniform, are not permitted to smoke on either Trafalgar Square or Parliament Square or when walking between them. Smoking may only be carried out on the Squares when not visibly wearing the Heritage Warden uniform and only on authorised breaks.

9.9 Rates of Pay

All Heritage Wardens supplied to Trafalgar Square & Parliament Square Garden, must be paid as a minimum the Mayor's London Living Wage, currently £8.80 (as at 1st April 2014). However, the pay rate should be commensurate with the skills and experience level of the officers required to deliver this specification and should be competitive in the London market place, so as to attract and retain the required calibre of staff. Further information on the Mayor's London Living Wage is available on the Authority's website at <http://www.london.gov.uk/gla/publications/economy.jsp>

Any anticipated wage increase required to retain and recruit the right calibre of staff for the duration of the contract must be reflected in the Pricing Schedule. As a minimum, the pay rates must not fall lower than the hourly rate paid under the Mayor's London Living Wage. Any exceptional increases e.g. caused through changes in legislation, outside those quoted in the pricing schedule must be mutually agreed in advance and confirmed in writing with the GLA. A Contract Variation is required for any pricing changes outside those stated in the contractor's Pricing Schedule. The contractor is responsible for completing and submitting the completed Contract Variation to the GLA for approval

When preparing the Pricing Schedule the contractor is advised to be mindful of the impact of any increases the London Living Wage may have on the differential paid between Wardens, Supervisors and the Manager as well as between Wardens and other contractors such as cleaning, catering and maintenance staff.

9.10 TUPE

The Transfer of Undertakings Regulations will apply in this specification. TUPE information can be obtained from the incumbent contractor;

- Accent on Security Ltd, John Mawby, Chief Relationship Officer, 0844 499 3939

10. Key Performance Indicators (KPI's) and Quality Assurance

10.1 Key Performance Indicators

The contractor shall complete the GLA's monthly Key Performance Indicator (KPI) matrix that is used to monitor the performance of the contract. The KPI matrix will be periodically reviewed and updated to accurately reflect the service issues that are being encountered. The current KPIs are attached at ANNEX C.

The contractor will be required to self-assess their performance and complete the matrix on a monthly basis. The first KPI report shall be submitted by the end of the first week following the first full month of service. Thereafter reports shall be submitted to the GLA contract manager 3 working days in advance of the monthly and quarterly meetings. Failure to submit the monthly KPIs on time will be deemed as a KPI failure.

GREATER LONDON AUTHORITY

If an overall score of 2 "reds" or 3 "ambers" are achieved for 2 consecutive months or in 3 months out of every rolling year the contractor will be required to rebate 5% of that month's net invoice, which should be credited in the following month's invoice.

If a contractor repeatedly, i.e. 3 months in a row or 6 months in a rolling 24 month period fails to meet the required KPI standard they will be required to rebate an additional 2% for each month that the service fails to meet the required standard. Continued failure against the KPIs may result in the early termination of the contract.

10.2 Quality Assurance

Maintaining professional standards and high levels of quality is of paramount importance to the GLA. The contractor must ensure appropriate arrangements are in place to ensure that a quality service is delivered.

11. Management Meetings

The contractor is required to attend Quarterly Contract Review meetings, which should involve the senior contact and operations manager. At these meetings the KPI's for the period and quality will be reviewed.

In addition, monthly operational meetings are required, which should involve the GLA's Security and Operations Manager responsible for service delivery, the KPIs for that particular month will be reviewed at these meetings.

12. Graded Pay Scheme, Duration and Pricing Schedule

12.1 Graded Pay Scheme

It is recognised that staff turnover does occur and that relief officers will be required from time to time to cover period of leave and sickness absence. It is also recognised that regular officers will be required to provide on-the-job training to new officers and that new staff will not be as efficient and effective on day one as fully site-trained and experienced officers. To reflect this the contractor must implement a "Graded Pay Scheme" that pays competent, site trained officers more than new starters or irregular relief staff on site. For the purpose of the Graded Pay Scheme competent staff will be those who have passed the GLA's Authorised Officer Test and have been issued with an Enforcement Warrant Card. The lower pay rate for new starters and untrained relief officers should also be reflected in a lower charge rate to the GLA, which must not be lower than the Mayor's London Living Wage and at the same percentage differential as for a fully site trained officer.

The GLA believes that this provides staff with an incentive to become competent as quickly as possible as well as recognising the value of site-experience staff who will be required to train new starters, it will also provide an incentive to management to minimise staff turnover by providing the right calibre of officer and ensure staff do receive the necessary training needed to bring them up to the required standard as quickly as possible. Experience has shown that it is unlikely that a new officer will have

sufficient training, knowledge and experience to pass the GLA's Authorised Officer test and be deemed competent in less than 3 months, although it can take up to 6 months depending on the individual. To support the training an auditable, competency based modular training and assessment scheme will be required to demonstrate that the new officer has achieved the required level of site knowledge, skill and competency. The scheme must be available and implemented by the contractor within 1 month of the award of contract. As a guide, section 7, "Professional Standards and Training" will assist in developing a matrix that is relevant to this specification.

The impact of the Graded Pay Scheme on the pricing must be reflected in the monthly invoicing, i.e. the price charged in a given month will be lower than the top rate if not all staff are signed off as fully site trained.

12.2 Duration

This contract is for an initial period of three years from the commencement of the contract, with the option of mutually extending by a further one year. The contract will, however, be priced for the full four years.

12.3 Pricing Schedule

The contractor is required to complete the Pricing Schedule supplied by the GLA for the staff, services and support provided under this specification. The prices stated in the schedule must be valid and fixed for the duration of the contract. The price quoted should include any additional payments for Bank Holidays and Leap Years, the next being in 2016.

For the purposes of the Pricing Schedule the rates should be based on the assumption that all staff provided under the contract are fully trained and competent to deliver the service required and are paid the top rate under the Graded Pay Scheme, as detailed in section 12.1.

It is accepted and understood that staff who TUPE across to the contractor will retain their current rates of pay. The contractor's uplift will apply to these rates.

13. Facilities and Equipment provided by the GLA

The GLA will provide the following facilities and equipment to support the Heritage Wardens carry out their role.

- Office accommodation at Trafalgar Square, including shared toilet facilities. The small office provided will be fully serviced and will also act as the control room for the operation. A small kitchenette is also included in the office. The office also acts as the "signing in/out" point for all the site contractors and is used by GLA Facilities Management staff when they are working on the Square.
- Limited locker facilities for the storage of personal and work issued clothing and equipment.

GREATER LONDON AUTHORITY

- Personal radios that allow communications between Trafalgar Square and Parliament Square Gardens. The replacement, repair and maintenance of the radios and associated equipment is the responsibility of the contractor.
- First Aid supplies and defibrillator
- Patrol Tour System (not currently in place and to be sourced by the GLA)
- Video camera
- 2 digital stills cameras
- Computing and printing equipment with internet access and GLA email accounts for the Heritage Warden Manager and Supervisors. IT consumables including reasonable usage of plain white A4 paper.
- Laminator and pouches for use with official notices
- Office furniture and office equipment but not stationery
- A fax machine and telephone line at Trafalgar Square
- A land line telephone at Trafalgar Square
- Warrant Cards, which remain the property of the GLA

All equipment and facilities supplied by the GLA must be treated well and used in accordance with their operating instructions. The GLA will maintain the facilities and equipment provided, however, the contractor will be charged for any loss, deliberate damage or misuse.

It should be noted that there are no welfare or office facilities at Parliament Square Gardens.

14. Equipment and items provided by the Contractor

The contractor will be required to provide the following equipment at no additional cost to the GLA:

- The Heritage Warden Uniform as described in section 6.2 and as subsequently amended by agreement in writing by the GLA.
- Any necessary personal protective equipment identified by the contractor's risk assessments, this may include additional special items for very severe cold weather
- Mobile telephones for use by the site manager and supervisor. The phone must be capable of sending situation reports to the GLA.
- Any equipment identified by the contractor as being necessary in discharging the requirements of this specification.
- Stationery, security pocket books, Daily Occurrence Books, Incident Forms and other associated security documentation.

15. Invoicing

Invoicing shall be monthly in arrears and supported by a schedule detailing the names of the officers with the days and hours that they worked for the GLA, together with any

GREATER LONDON AUTHORITY

GLA reference number. In order to be paid all invoices must state the correct GLA purchase order number.

The GLA's financial year-end is 31st March and invoices for services provided in March must be provided no later than 31st March.

Further information on how invoices must be submitted is detailed in **ANNEX F**.

*** End ***

GREATER LONDON AUTHORITY

ANNEX A

TRAFALGAR SQUARE BYELAWS 2012

GREATER LONDON AUTHORITY ACT 1999. SECTION 385(1),(2) and (4)

LOCAL GOVERNMENT ACT 1972. SECTION 236B

Contents

1. Citation
2. Interpretation
3. Acts prohibited within the Square
4. Feeding of birds
5. Acts within the Square for which written permission is required
6. Trading
7. Seizure
8. Court power of forfeiture
9. Name and address
10. Coming into operation of byelaws and revocation of previous Byelaws

TRAFALGAR SQUARE BYELAWS

MADE UNDER SECTION 385(1), (2) AND (4) OF THE GREATER LONDON AUTHORITY ACT 1999
AND SECTION 236B OF THE LOCAL GOVERNMENT ACT 1972

The Mayor of London, acting on behalf of the Greater London Authority, hereby makes the following byelaws, which he considers are necessary for securing the proper management of Trafalgar Square, and the preservation of order and the prevention of abuses there.

1. Citation

These byelaws may be cited as the Trafalgar Square Byelaws 2012 ("the Byelaws").

2. Interpretation

In the Byelaws-

"the Act" means the Greater London Authority Act 1999¹;

"the Authority" means the Greater London Authority;

"the Mayor" means the Mayor of London;

"the Square" means Trafalgar Square as defined in the Trafalgar Square Act 1844².

"amplified noise equipment" means any device that is designed or adapted for amplifying sound, including (but not limited to)-

(a) loudspeakers; and

(b) loudhailers;

"animal" means any animal or bird;

"authorised person" means a constable, or any person acting to enforce the Byelaws in accordance with an authorisation given by the Mayor under section 380 of the Act;

"the retention period" means the period of 28 days referred to in byelaw 7(2).

"sleeping equipment" means any sleeping bag, mattress or other similar item designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping in a place.

¹ 1999 c. 29.

² 1844 c.60.

GREATER LONDON AUTHORITY

3. Acts prohibited within the Square

- (1) No person shall within the Square-
- (a) do any act which pollutes or is likely to pollute water in any fountain or bathe in or otherwise enter any fountain or fountain bowl;
 - (b) fail to keep any animal of which he is in charge under control or on a lead;
 - (c) place any canoe, boat or inflatable object in any fountain or fountain bowl;
 - (d) use any kite, model aircraft, boat or any mechanically propelled or operated model;
 - (e) wash or dry any piece of clothing or fabric;
 - (f) fail to comply with a reasonable direction given by an authorised person to leave the Square;
 - (g) fail to remove any animal of which he is in charge from the Square after being required to do so by an authorised person;
 - (h) light a fire or barbeque, or place, throw or drop a lighted match or any other thing likely to cause a fire;
 - (i) obstruct an authorised officer in performance of his duties.
- (2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 3(1) by doing anything reasonably necessary for the performance of that duty.

4. Feeding of birds

- (1) No person other than a person acting at the direction of the Mayor shall within the Square-
- (a) feed any bird (which shall include dropping or casting feeding stuff for birds); or
 - (b) distribute any feeding stuff for birds.
- (2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 4(1) by doing anything reasonably necessary for the performance of that duty.

5. Acts within the Square for which written permission is required

- (1) Unless acting in accordance with permission given in writing by the Mayor, or any person authorised by the Mayor under section 380 of the Act to give such permission, no person shall within the Square-
- (a) attach any banner or article to, climb or interfere with any tree, plinth, plant box, seat, railing, fence, statue or other structure whether permanent or temporary;
 - (b) interfere with any notice or sign;
 - (c) exhibit any notice, advertisement or any other written or pictorial matter;
 - (d) play or cause to be played a musical instrument;
 - (e) operate any amplified noise equipment;
 - (f) use any apparatus for the transmission, reception or reproduction of sound or speech, except apparatus designed and used as an aid to defective hearing, or apparatus used in

GREATER LONDON AUTHORITY

a vehicle so as not to produce sound audible to a person outside that vehicle, or apparatus where the sound is received through headphones;

- (g) project any missile manually or by artificial means;
 - (h) erect or keep erected –
 - (i) any tent, or
 - (ii) any other structure that is designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping or staying in a place for any period;
 - (i) use any tent or other such structure for the purpose of sleeping or staying in that area;
 - (j) place or keep in place any sleeping equipment with a view to its use (whether or not by the person placing it or keeping it in place) for the purpose of sleeping overnight in that area;
 - (k) use any sleeping equipment for the purpose of sleeping overnight in that area;
 - (l) erect or cause to be erected any structure for the purpose of enclosing or restricting access to any part of the Square;
 - (m) collect or solicit money or any other gift;
 - (n) make or give a public speech or address;
 - (o) organise or take part in any assembly, display, performance, representation, parade, procession, review or theatrical event;
 - (p) take photographs or film or make any other recordings of visual images for the purpose of or in connection with a business, trade, profession or employment or any activity carried on by a person or body of persons, whether corporate or unincorporate;
 - (q) ride any animal on the Square;
 - (r) interfere with, remove or displace any stone, paving slab or tree;
 - (s) cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
 - (t) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the square;
 - (u) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
 - (v) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
 - (w) tow or leave any caravan or trailer.
- (2) It is immaterial for the purposes of the acts within the Square for which written permission is required–
- (a) in the case of an activity within Byelaw 5(1)(h) and 5(1)(i) of keeping a tent or similar structure erected or using a tent or similar structure, whether the tent or structure was first erected before or after the coming into force of this Byelaw;
 - (b) in the case of an activity with Byelaw 5(1)(j) or 5(1)(k) of keeping in place any sleeping equipment or using any such equipment, whether the sleeping equipment was first placed before or after the coming into force of this Byelaw.

GREATER LONDON AUTHORITY

6. Trading

- (1) Unless acting in accordance with the terms of a written licence issued by the Mayor, or any person authorised by the Mayor under section 380 of the Act to issue such a licence, no person shall within the Square-
 - (a) carry on any trade or business;
 - (b) sell or hire anything, or offer anything for sale or hire;
 - (c) expose or have in his possession anything for the purpose of sale or hire within the Square;
 - (d) use language which publicly intimates that any article, commodity, facility or service can be obtained within the Square or elsewhere.
- (2) Byelaw 6(1) is a trading byelaw for the purposes of section 385 of the Act.

7. Seizure

- (1) An authorised person may seize and retain anything of a non-perishable nature that is on the Square if it appears to that authorised person that an item is being or has been, used in connection with the breach of Byelaws 5(1)(e),(h),(i),(j),(k) or 6(1).
- (2) An item seized under Byelaw 7(1) must be returned to the person from whom it was seized-
 - (a) no later than the end of the period of 28 days beginning with the day on which the item was seized, or
 - (b) if proceedings are commenced against the person for an offence under section 385 of the Act for breach of Byelaws 5(1)(e),(h),(i),(j),(k) or 6(1) before the return of the item under Byelaw 7(2)(a), at the conclusion of those proceedings.
- (3) If it is not possible to return an item under Byelaw 7(2) because the name or address of the person from whom it was seized is not known-
 - (a) the item may be returned to any person appearing to have rights in the property who has come forward to claim it, or
 - (b) if there is no such person, the item may be disposed of or destroyed at any time after the end of the period of 90 days beginning with the day on which the item was seized.
- (4) Byelaw 7(2)(b) and 7(3) do not apply if a court makes an order under Byelaw 8(1) for the forfeiture of the item.
- (5) The references in Byelaw 7(1) to an item that is "on" the Square include references to an item that is in the possession of a person who is on the Square.

8. Court power of forfeiture

- (1) A court which convicts a person of an offence under section 385 of the Act for breach of Byelaw 5(1)(e),(h),(i),(j),(k) or 6(1) may make an order providing for the forfeiture of any item seized under Byelaw 7(1) that was used in the commission of the offence.
- (2) The power of the court to make an order under Byelaw 8(1) is in addition to the court's power to impose a fine under section 385(3) of the Act.

9. Name and address

GREATER LONDON AUTHORITY

Where an authorised person has reasonable ground for belief that a person has contravened any one or more of the Byelaws that person shall give on demand his name and address to that authorised person.

10. Coming into operation of the Byelaws and revocation of previous Byelaws

- (1) The Byelaws will come into operation on the date fixed by the confirming authority in accordance with the provisions of section 236(7) of the Local Government Act 1972.
- (2) When the Byelaws come into operation, the Trafalgar Square and Parliament Square Byelaws 2000 (as amended by the Trafalgar Square and Parliament Square Garden (Amendment No.1) Byelaws 2002) made by Mayor of London and confirmed by Secretary of State on 12 September 2000, shall be revoked in so far as any of their provisions relate to the Square. This revocation is without prejudice to the validity of anything done under previous Byelaws or to any liability incurred in respect of any act or omission before the date of the coming into operation of the Byelaws.

The Common Seal of the Greater London Authority was affixed to the Byelaws this 25th day of January 2012.

The foregoing Byelaws are hereby confirmed by the Secretary of State and shall come into operation on the 30th day of March 2012.

EXPLANATORY NOTE

Section 365 of the Greater London Authority Act 1999 provides that:

"A person who contravenes or fails to comply with any byelaw under this section shall be guilty of an offence and liable on summary conviction-

- (a) If the byelaw is a trading byelaw, to a fine not exceeding level 3 on the standard scale, or
- (b) In any other case, to a fine not exceeding level 1 on the standard scale."

PARLIAMENT SQUARE GARDEN BYELAWS 2012
GREATER LONDON AUTHORITY ACT 1999, SECTION 385(1), (2) and (4)
LOCAL GOVERNMENT ACT 1972, SECTION 236B

Contents

1. Citation
2. Interpretation
3. Acts prohibited within the Square
4. Feeding of birds
5. Acts within the Square for which written permission is required
6. Trading
7. Seizure
8. Court power of forfeiture
9. Name and address
10. Coming into operation of the byelaws and revocation of previous Byelaws

GREATER LONDON AUTHORITY

PARLIAMENT SQUARE GARDEN BYELAWS

MADE UNDER SECTION 385(1), (2) AND (4) OF THE GREATER LONDON AUTHORITY ACT 1999
AND SECTION 236B OF THE LOCAL GOVERNMENT ACT 1972

The Mayor of London, acting on behalf of the Greater London Authority, hereby makes the following byelaws, which he considers are necessary for securing the proper management of Parliament Square Garden, and the preservation of order and the prevention of abuses there.

1. Citation

These byelaws may be cited as the Parliament Square Garden Byelaws 2012 ("the Byelaws").

2. Interpretation

In the Byelaws-

"the Act" means the Greater London Authority Act 1999³;

"the Authority" means the Greater London Authority;

"the Mayor" means the Mayor of London;

"the Square" means the central garden of Parliament Square within the meaning of section 384 of the Act;

"animal" means any animal or bird;

"authorised person" means a constable, or any person acting to enforce the Byelaws in accordance with an authorisation given by the Mayor under section 380 of the Act;

"the retention period" means the period of 28 days referred to in byelaw 7(2).

3. Acts prohibited within the Square⁴

(1) No person shall within the Square-

- (a) fail to keep any animal of which he is in charge under control or on a lead;
- (b) use any kite or model aircraft or any mechanically propelled or operated model;
- (c) wash or dry any piece of clothing or fabric;
- (d) fail to comply with a reasonable direction given by an authorised person to leave the Square;
- (e) fail to remove any animal of which he is in charge from the Square after being required to do so by an authorised person;
- (f) light a fire or barbeque, or place, throw or drop a lighted match or any other thing likely to cause a fire;

³ 1999 c. 29.

⁴ These byelaws do not seek to prohibit anything which is a prohibited activity for the purposes of Part 3 of the Police Reform and Social Responsibility Act 2011(c.13) (see section 143(2) of that Act).

GREATER LONDON AUTHORITY

- (g) obstruct an authorised officer in performance of his duties.
- (2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 3(1) by doing anything reasonably necessary for the performance of that duty.
- 4. Feeding of birds**
- (3) No person other than a person acting at the direction of the Mayor shall within the Square—
 - (c) feed any bird (which shall include dropping or casting feeding stuff for birds); or
 - (d) distribute any feeding stuff for birds.
- (4) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 4(1) by doing anything reasonably necessary for the performance of that duty.
- 5. Acts within the Square for which written permission is required⁵**
- (1) Unless acting in accordance with permission given in writing by the Mayor, or any person authorised by the Mayor under section 380 of the Act to give such permission, no person shall within the Square—
 - (a) attach any banner or article to, climb or interfere with any tree, plinth, plant box, seat, railing, fence, statue or other structure whether permanent or temporary;
 - (b) interfere with any notice or sign;
 - (c) exhibit any notice, advertisement or any other written or pictorial matter;
 - (d) play or cause to be played a musical instrument;
 - (e) use any apparatus for the transmission, reception or reproduction of sound or speech, except apparatus designed and used as an aid to defective hearing, or apparatus used in a vehicle so as not to produce sound audible to a person outside that vehicle, or apparatus where the sound is received through headphones;
 - (f) project any missile manually or by artificial means;
 - (g) erect or cause to be erected any structure or means of enclosure on any part of the Square;
 - (h) collect or solicit money or any other gift;
 - (i) make or give a public speech or address;
 - (j) organise or take part in any assembly, display, performance, representation, parade, procession, review or theatrical event;
 - (k) take photographs or film or make any other recordings of visual images for the purpose of or in connection with a business, trade, profession or employment or any activity carried on by a person or body of persons, whether corporate or unincorporate;
 - (l) ride any animal on the Square;
 - (m) go on any shrubbery or flower bed;

⁵ Permission will not be given in respect of any matter defined as a 'prohibited activity' under s143 of Part 3 of the Police Reform and Social Responsibility Act 2011 (c.13)

GREATER LONDON AUTHORITY

- (n) interfere with, remove or displace any stone, paving slab, soil, turf or any part of any plant, shrub or tree;
- (o) plant any shrub, plant or tree;
- (p) cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
- (q) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the Square;
- (r) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
- (s) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
- (t) tow or leave any caravan or trailer.

6. Trading

- (1) Unless acting in accordance with the terms of a written licence issued by the Mayor, or any person authorised by the Mayor under section 380 of the Act to issue such a licence, no person shall within the Square-
 - (a) carry on any trade or business;
 - (b) sell or hire anything, or offer anything for sale or hire;
 - (c) expose or have in his possession anything for the purpose of sale or hire within the Square;
 - (d) use language which publicly intimates that any article, commodity, facility or service can be obtained within the Square or elsewhere.
- (2) Byelaw 6(1) is a trading byelaw for the purposes of section 385 of the Act.

7. Seizure

- (6) An authorised person may seize and retain anything of a non-pishable nature that is on the Square if it appears to that authorised person that an item is being, or has been, used in connection with the breach of Byelaw 6(1).
- (7) An item seized under Byelaw 7(1) must be returned to the person from whom it was seized-
 - (c) no later than the end of the period of 28 days beginning with the day on which the item was seized, or
 - (d) if proceedings are commenced against the person for an offence under section 385 of the Act for breach of Byelaw 6(1) before the return of the item under Byelaw 7(2)(a), at the conclusion of those proceedings.
- (8) If it is not possible to return an item under Byelaw 7(2) because the name or address of the person from whom it was seized is not known-
 - (c) the item may be returned to any person appearing to have rights in the property who has come forward to claim it, or
 - (d) if there is no such person, the item may be disposed of or destroyed at any time after the end of the period of 90 days beginning with the day on which the item was seized.

GREATER LONDON AUTHORITY

- (9) Byelaws 7(2)(b) and 7(3) do not apply if a court makes an order under Byelaw 8(1) for the forfeiture of the item.
- (10) The references in Byelaw 7(1) to an item that is "on" the Square include references to an item that is in the possession of a person who is on the Square.

8. Court power of forfeiture

- (1) A court which convicts a person of an offence under section 385 of the Act for breach of Byelaw 6(1) may make an order providing for the forfeiture of any item seized under Byelaw 7(1) that was used in the commission of the offence.
- (2) The power of the court to make an order under Byelaw 8(1) is in addition to the court's power to impose a fine under section 385(3) of the Act.

9. Name and address

Where an authorised person has reasonable ground for belief that a person has contravened any one or more of the Byelaws, that person shall give on demand his name and address to that authorised person.

10. Coming into operation of the Byelaws and revocation of previous byelaws

- (1) The Byelaws will come into operation on the date fixed by the confirming authority in accordance with the provisions of section 236(7) of the Local Government Act 1972.
- (2) When the Byelaws come into operation, the Trafalgar Square and Parliament Square Byelaws 2000 (as amended by the Trafalgar Square and Parliament Square Garden (Amendment No.1) Byelaws 2002) made by Mayor of London and confirmed by Secretary of State on 12 September 2000, shall be revoked in so far as any of their provisions relate to the Square. This revocation is without prejudice to the validity of anything done under previous Byelaws or to any liability incurred in respect of any act or omission before the date of the coming into operation of the Byelaws.

The Common Seal of the Greater London Authority was affixed to the Byelaws this 25th day of January 2012.

The foregoing Byelaws are hereby confirmed by the Secretary of State and shall come into operation on the 30th day of March 2012.

EXPLANATORY NOTE

Section 385 of the Greater London Authority Act 1999 provides that:

"A person who contravenes or fails to comply with any byelaw under this section shall be guilty of an offence and liable on summary conviction-

- (c) If the byelaw is a trading byelaw, to a fine not exceeding level 3 on the standard scale, or
- (d) In any other case, to a fine not exceeding level 1 on the standard scale."

Section 142(1) of the Serious Organised Crime and Police Act 2005 (SOCPA) is repealed.
Changes in legislation. The text of sections 142(1) to (3) of the Serious Organised Crime and Police Act 2005 (SOCPA) is repealed. The text of section 142(1) of the Serious Organised Crime and Police Act 2005 (SOCPA) is repealed. The text of section 142(1) of the Serious Organised Crime and Police Act 2005 (SOCPA) is repealed.



Police Reform and Social Responsibility Act 2011

2011 CHAPTER 13

PROSPECTIVE

PART 3

PARLIAMENT SQUARE GARDEN AND SURROUNDING AREA

Repeal of SOCPA 2005 provisions

141 Demonstrations in vicinity of Parliament: repeal of SOCPA 2005 provisions

- (1) Sections 132 to 138 of the Serious Organised Crime and Police Act 2005 (which regulate demonstrations and use of loudspeakers in the vicinity of Parliament) are repealed.
- (2) The public assemblies in relation to which section 14 of the Public Order Act 1986 applies, as a consequence of the repeal of section 132(6) of the Serious Organised Crime and Police Act 2005, include public assemblies which started, or were being organised, before this section comes into force.

Controls on activities in Parliament Square Garden and adjoining pavements

142 Controlled area of Parliament Square

- (1) For the purposes of this Part, the "controlled area of Parliament Square" means the area of land that is comprised in—
 - (a) the central garden of Parliament Square, and
 - (b) the footways that immediately adjoin the central garden of Parliament Square.
- (2) In subsection (1)—