

- 52.2. The Contractor shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing the Works. The Contractor shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Contractor shall procure that a Relevant Individual notifies the Contractor immediately if he commits a Relevant Conviction and the Contractor shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.
- 52.3. The Contractor shall not engage or allow to act on behalf of the Contractor or any subcontractor in the performance of any aspect of the Works any Relevant Individual who has disclosed a Relevant Conviction.
- 52.4. The Company shall have the right in accordance with the audit rights set out in Clause 7 to audit and inspect the records of the Contractor and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 52 at any time during performance of this Agreement and each Contract.
- 52.5. If the Contractor fails to comply with the requirements under Clauses 52.2 and/or 52.3 the Company may, without prejudice to its rights under Clause 26.1, serve notice on the Contractor requiring the Contractor to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Agreement and each Contract and/or Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works unless (in the case of non-compliance with Clause 52.2) within seven (7) days of receipt of the notice the Contractor confirms to the Company that he has procured all of the relevant Declarations required under Clause 52.2.
- 52.6. A persistent breach of Clause 52.2 and/or Clause 52.3 by the Contractor shall entitle the Company to terminate this Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 26.1(c).
- 52.7. In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Contractor shall remove or procure the removal (as the case may be) of such Relevant Individual from this Agreement and each Contract and/or the Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works.
- 52.8. Nothing in this Clause 52 shall in any way waive, limit or amend any obligation of the Contractor to the Company arising under this Agreement and each Contract and the Contractor's responsibilities in respect of the provision of the Works remain in full force and

effect and the Contractor cannot claim any extra costs or time as a result of any actions under this Clause 52.

53. Transport for London Group

53.1. Declaration of Ineffectiveness and Public Procurement Termination Event

- (a) Without prejudice to the Company's right to terminate the employment of the Contractor under Clauses 26.1 and 26.2(a) or at common law, the Company may terminate the Contractor's employment at any time in accordance with the provisions of this Clause 53.1 if:
 - i. there is a Declaration of Ineffectiveness; or
 - ii. a Public Procurement Termination Event occurs (without prejudice to the Company's rights of termination implied into this Agreement or any Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (b) In the event that any court makes a Declaration of Ineffectiveness or a Public Procurement Termination Event occurs, the Company shall notify the Contractor. The Parties agree that the provisions of this Clause 53.1 shall apply as from the date of receipt by the Contractor of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 26.1 and this Clause 53.1 or the Cessation Plan, the provisions of this Clause 53.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (d) As from the date of receipt by the Contractor of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - i. an orderly and efficient cessation of the Works or (at the Company's request) a transition of the Works to the Company or such other entity as the Company may specify; and
 - ii. minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 53.1

and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

- (e) Upon agreement, or determination by the Company, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Contractor's reasonable costs in assisting the Company 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 Agreement and any Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Contractor for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Agreement and any Contract in accordance with this Clause 53.1.

53.2. Crime and Disorder Act 1998

The Contractor acknowledges that Transport for London is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and
- (c) without prejudice to any other obligation imposed on the Company, 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 in its area;
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending

and in the performance of this Agreement and each Contract, the Contractor shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

53.3. The Company's business

The Contractor acknowledges that it:

- (a) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;
- (b) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a Protected Characteristic and persons who do not.

53.7.3. In performing this Agreement and each Contract the Contractor shall assist and cooperate with the Company where possible in satisfying this duty.

53.7.4. The Contractor shall ensure that its staff, and those of its subcontractors who are engaged in the performance of this Agreement and each Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

- (d) To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Contractor shall assist and co-operate with the Company where possible.

54. Work Related Road Risk

54.1. For the purposes of Clauses 54.1 to 54.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

"Bronze Accreditation" the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

"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;

"Collision Report" a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

"Delivery and Servicing Vehicle"	a Lorry, a Van or a Car-derived Van;
"Driver"	any employee of the Contractor (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Contractor while delivering the Works;
"DVLA"	Driver and Vehicle Licensing Agency;
"FORS"	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
"FORS Standard"	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
"Gold Accreditation"	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
"Lorry"	a vehicle with an MAM exceeding 3,500 kilograms;
"MAM"	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
"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;
"Silver Accreditation"	the intermediate level of accreditation within the FORS

Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van” a vehicle with a MAM not exceeding 3,500 kilograms.

54.2. Fleet Operator Recognition Scheme Accreditation

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, it shall within ninety (90) days of the Framework Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
- (b) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Contractor has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

54.3. Safety Equipment on Vehicles

- (a) The Contractor shall ensure that every Lorry, which it uses to provide the Works, shall:
- (b) have Side Guards, unless the Contractor can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (c) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (d) have equipment fitted with an audible means of warning other road users of the Lorry’s left manoeuvre; and
- (e) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

54.4. Driver Licence Checks

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, the Contractor shall ensure that:

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and
- (b) each of its Drivers engaged in the provision of the Works has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Works and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor's risk scale, provided that the Contractor's risk scale has been approved in writing by the Company within the last twelve (12) months:
 - (i) 0 – 3 points on the driving licence – annual checks;
 - (ii) 4 – 8 points on the driving licence – six monthly checks;
 - (iii) 9 – 11 points on the driving licence – quarterly checks; or
 - (iv) 12 or more points on the driving licence – monthly checks.

54.5. Driver Training

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works the Contractor shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, for the whole duration of the term of this Agreement and each Contract.

54.6. Collision Reporting

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, the Contractor shall:

- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (b) within fifteen (15) days of the Contract Commencement Date, provide to the Company a Collision Report. The Contractor shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

54.7. Self Certification of Compliance

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, within ninety (90) days of the Framework Commencement Date, the Contractor shall make a written report to the Company detailing its compliance with Clauses 54.3, 54.4 and 54.5, (the "WRRR Self-certification Report"). The Contractor shall provide updates of the WRRR Self-certification Report to the Company on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

54.8. Obligations of the Contractor Regarding Subcontractors

The Contractor shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Works shall:

- (a) comply with Clause 54.2; and
- (b) where its subcontractors operate the following vehicles to provide the Works shall comply with the corresponding provisions of this Agreement:
 - i. For Lorries – Clauses 54.3, 54.4, 54.5 and 54.6; and
 - ii. For Vans – Clauses 54.454.4, 54.554.5, and 54.654.6,as if those sub-contractors were a party to this Agreement.

54.9. Failure to Comply with Work Related Road Risk Obligations

Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Contractor fails to comply with Clauses 54.2, 54.3, 54.4, 54.5, 54.6, 54.7 and 54.8:

- (c) the Contractor has committed a material breach of this Agreement and any Contract; and
- (d) the Company may refuse the Contractor, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

55. Access

55.1. The Company shall give the Contractor access to the parts of the Underground Network and/or Sites required for the provision of the Works, provided that the Contractor complies with the access requirements set out in Schedule 13 and otherwise subject to and in accordance with Schedule 13.

55.2. Where the Contractor or any subcontractor has access to the Underground Network and/or Sites for the carrying out of any of the Works, the Contractor shall and shall ensure that any of its subcontractors shall: