

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

- (B) The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:
- (1) 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;
  - (2) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
  - (3) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing this Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

- (C) The Supplier shall ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this 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.

#### 81.7 Work Related Road Risk

- (A) For the purposes of Clauses 81.7(B) to 81.7(I) (inclusive) of this Contract, the following expressions shall have the following meanings:

"Bronze Accreditation" means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk)

"Car-derived Vans" means 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" means a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;

"Delivery and Servicing Vehicle" means a Lorry, a Van or a Car-derived Van;

"Driver" means any employee of the Supplier (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;

"DVLA" means Driver and Vehicle Licensing Agency;

“FORS” means 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” means 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](http://www.fors-online.org.uk);

“Gold Accreditation” means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk);

“Lorry” means a vehicle with an MAM exceeding 3,500 kilograms;

“MAM” means 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” means 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](http://www.fors-online.org.uk); and

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

**(B) Fleet Operator Recognition Scheme Accreditation**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within sixty five (65) Working Days of the Contract Commencement Date:

- (1) (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
- (2) (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 Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

**(C) Safety Equipment on Vehicles**

The Supplier shall ensure that every Lorry, which it uses to provide the Services, shall:

- (1) have Side Guards, unless the Supplier 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;
- (2) 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;
- (3) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (4) 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.

**(D) Driver Licence Checks**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that:

- (1) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (2) each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Supplier's risk scale, provided that the Supplier's risk scale has been approved in writing by the Company within the last twelve (12) months:
  - (a) 0 – 3 points on the driving licence – annual checks;
  - (b) 4 – 8 points on the driving licence – six (6) monthly checks;
  - (c) 9 – 11 points on the driving licence – quarterly checks; or
  - (d) 12 or more points on the driving licence – monthly checks.

**(E) Driver Training**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier 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, throughout the term of this Contract.

**(F) Collision Reporting**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall:

- (1) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (2) within ten (10) Working Days of the Contract Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

**(G) Self-Certification of Compliance**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within sixty five (65) Working Days of the Contract Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 81.7(C) 81.7(D) and 81.7(E) of this Contract (the "WRRR Self-certification Report"). The Supplier 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.

**(H) Obligations of the Supplier Regarding Sub-Contractors**

The Supplier shall ensure that those of its Sub-Contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

- (1) comply with Clause 81.7(B); and
- (2) where its Sub-Contractors operate the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:
  - (a) For Lorries – Clauses 81.7(C), 81.7(D), 81.7(E), and 81.7(F); and
  - (b) For Vans – Clauses 81.7(D), 81.7(E), and 81.7(F),

as if those Sub-Contractors were a party to this Contract.

(I) **Failure to Comply with Work Related Road Risk Obligations**

Without limiting the effect of any other Clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 81.7(B), 81.7(C), 81.7(D), 81.7(E), and 81.7(F), 81.7(G) and/or 81.7(H):

- (1) the Supplier has committed a material breach of this Contract;  
and
- (2) the Company may refuse the Supplier, 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).

## SCHEDULE 1: DETAILED TERMS

Contract Reference Number:	TfL - 00466
Supplier Reference	Skanska Construction UK Limited
Contract Commencement Date:	1 January 2017 (Start of Mobilisation Period)
Services Commencement Date	1 April 2017
Expiry Date	31 March 2022 (Initial expiry date)
Change Date:	1 April 2017
Supplier's Representative:  Address for service of notices:  Telephone: Email:	Richard Newnham, Commercial Director Maple Cross House, Denham Way, Ricksmanworth, WD3 9SW  Richard.Newnham@Skanska.co.uk
Company's Representative:  Address for service of notices:  Telephone: Email	Brian Sequeira, Commercial Manager 15 Westferry Circus, London, E14 4HD  Brian.Sequeira@tube.tfl.gov.uk
The Company's Representative delegates the following functions to the following people:	See Appendix 1 of this Schedule 1
Additional applicable standards under Clause 5.2(E)	N/A
Programme	See Schedule 4

Specification	See Schedule 3
Site	Areas of infrastructure controlled by the Company, including track and areas where the infrastructure encroaches on to the public highway. This can include areas where Network Rail and DLR rules apply.
Service Payment	See Schedule 2
Contractual Documentation pursuant to Clause 16.1 (requirements may also be stated in the Specification):	See paragraphs 1 and 2 of Appendix 2 of this Schedule 1
Contract meetings pursuant to Clause 16.3 (requirements may also be stated in the Specification):	See paragraphs 3 and 4 of Appendix 2 of this Schedule 1
Collateral Warranty – Clause 59.6	N/A
The amount of liquidated damages payable under Clause 23.1 is:	£25K per liability event
Security required pursuant to Clause 59.1	
Bond	N/A
Parent company guarantee	Yes
Guarantor:	Skanska UK PLC
The following Supplier Personnel are Key Personnel pursuant to Clause 37:	See Appendix 3 of this Schedule 1
Interest Rate pursuant to Clause 25.	N/A



## APPENDIX 1: DELEGATION OF COMPANY'S REPRESENTATIVE'S FUNCTIONS

The following functions of the Company's Representative are delegated to the following people:

Function	Name	Address
Access Arrangements	Martin Byrne  020 7126 3605	Ground Floor  15 Westferry Circus, London, E14 4HD
Contract Support	Himali Basnayake  020 3054 0482	Ground Floor  15 Westferry Circus, London, E14 4HD
Emergency Call-Out – out of working hours	DOME (Duty Operations Manager Engineering)  020 7149 8711	Maintenance Control Centre (MCC)  Ground floor, Templar House  81 – 87 High Holborn  London WC1V 6NU
Emergency Call-Out – working hours	Sean Fahey  020 7038 5006	2 <sup>nd</sup> floor Templar Hse  81 – 87 High Holborn  London WC1V 6NU

## APPENDIX 2: CONTRACTUAL DOCUMENTATION AND MEETINGS

### 1. Supplier's Plans

- 1.1 The Supplier shall provide the agreed initial versions of the Supplier's Programme (the "First Agreed Programme") which are set out in the Annexes to this Appendix 2 or in the applicable Appendices of Schedule 14 (Obligations on Handover), Schedule 16 (Strategic Labour Needs and Training) and Schedule 17 (Mobilisation Requirements). The Supplier shall provide drafts of the First Agreed Programme to the Company no more than twenty (20) days from the Contract Commencement date during the mobilisation period. The Company shall provide to the Supplier the Company's comments on the draft First Agreed Programme within ten (10) days of the Company's receipt of the First Agreed Programme. The Supplier shall incorporate the comments and suggestions of the Company and shall issue the First Agreed Programme to the Company within seven (7) days of receipt of the Company's comments.
- 1.2 The Company may from time to time notify the Supplier of a need for the Supplier to revise the Programme to accommodate planned projects that may cause the closure of part of the Underground Network. The Supplier shall revise the Programme and submit the revised Programme to the Company for approval.
- 1.3 The Supplier shall regularly review the Programme and may make proposals to the Company to amend the Programme if the Supplier considers that this may lead to improvements in delivery of the Services. No change to the Programme, or to any other of the Supplier's plans, may be made without the prior written approval of the Company's Representative in accordance with the Contract.

Type	Initial Submissions	Frequency Required
Programme	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Programme annexed to Contract at Contract award – Annex 1 to this Appendix 2 of Schedule 1</li> <li>• Finalised during Mobilisation Period</li> </ul>	Annually on each anniversary of the Contract Commencement Date
Contract Plan	<ul style="list-style-type: none"> <li>• First Agreed Plan annexed to Contract at Contract award – Annex 1 to this Appendix 2 of Schedule 1</li> <li>• Finalised during Mobilisation Period</li> </ul>	Annually on each anniversary of the Contract Commencement Date
Quality Plan	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Plan</li> </ul>	Annually on each anniversary of the Contract Commencement

	<p>annexed to Contract at Contract award – Annex 1 to this Appendix 2 of Schedule 1</p> <ul style="list-style-type: none"> <li>• Finalised during Mobilisation Period</li> </ul>	Date
Environmental Management Plan	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Plan annexed to Contract at Contract award – Annex 1 to this Appendix 2 of Schedule 1</li> <li>• Finalised during Mobilisation Period</li> </ul>	Annually on each anniversary of the Contract Commencement Date
Health & Safety Plan	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Plan annexed to Contract at Contract Award – Annex 1 to this Appendix 2 of Schedule 1</li> <li>• Finalised during Mobilisation Period</li> </ul>	Annually on each anniversary of the Services Commencement Date
Risk Management Plan	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Plan annexed to Contract at Contract Award</li> <li>• Finalised during Mobilisation Period</li> </ul>	Annually on each anniversary of the Contract Commencement Date
Strategic Labour Needs and Training	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Plan annexed to Contract at Contract Award – Appendix 3 to Schedule 16 (Strategic Labour Needs and Training)</li> </ul>	Annually on each anniversary of the Contract Commencement Date and in accordance with Clause 40.9 and Schedule 16 (Strategic Labour Needs and Training)

Contract Mobilisation and Transition Plan	<ul style="list-style-type: none"> <li>• First Agreed Plan annexed to Contract at Contract Award - Appendix 1 to Schedule 17 (Mobilisation Requirements)</li> </ul>	N/A
Business Continuity Plan	<ul style="list-style-type: none"> <li>• First Agreed Plan annexed to Contract at Contract Award - Appendix 2 to Schedule 17 (Mobilisation Requirements)</li> </ul>	Annually on each anniversary of the Contract Commencement Date and in accordance with the requirements of Schedule 17 (Mobilisation Requirements)
Demobilisation Plan	<ul style="list-style-type: none"> <li>• Draft submitted at ITT</li> <li>• First Agreed Plan annexed to Contract at Contract Award – Appendix 1 of Schedule 14 (Obligations on Handover)</li> <li>• Finalised during Mobilisation Period</li> </ul>	Annually on each anniversary of the Contract Commencement Date and in accordance with Schedule 14 (Obligations on Handover)

#### 1.4 The Supplier's plans shall include but not be limited to:

##### 1.4.1 Programme

A detailed plan for the delivery of Planned Services in accordance with Schedule 3 (Specification). This shall incorporate the Planned Preventative Maintenance plan.

##### 1.4.2 Contract Plan

The approach to the delivery of each element of the Planned Services, Reactive Services and Support Services (as set out in Schedule 3 (Specification)). This shall include but not be limited to the Supplier's specific management and operational organisation / structure for the Contract, details of resourcing, skills and competencies of the Supplier's Personnel and reporting processes.

##### 1.4.3 Quality Plan

The Quality Plan shall be in accordance with the requirements of the QUENSH Manual (as set out in Schedule 7 or as notified by the Company).

##### 1.4.4 Environmental Plan

The Environmental Management Plan shall be in accordance with the requirements of the policies in the Environment Contract Specification [Appendix 4 of the ITT].

1.4.5 Health & Safety Plan

The Health & Safety Plan shall be in accordance with the requirements of the QUENSH Manual (as set out in Schedule 7 or as notified by the Company).

1.4.6 Risk Management Plan

A plan setting out the Supplier's approach to managing the operational and commercial risk and incorporating a contract specific risk register.

1.4.7 Strategic Labour Needs and Training Plan

A plan to demonstrate how the Supplier will meet the minimum strategic labour needs and training outputs for itself and its supply chain in accordance with the requirements of Clause 40.9 and Schedule 16 (Strategic Labour Needs and Training).

1.4.8 Contract Mobilisation and Transition Plan

A plan to satisfy the requirements of Schedule 17 (Mobilisation Requirements).

1.4.9 Business Continuity Plan

A plan to satisfy the requirements of Schedule 17 (Mobilisation Requirements).

1.4.10 Demobilisation Plan

A plan to satisfy the requirements of Schedule 14 (Obligations on Handover).

**2. Reporting**

2.1 The Company uses an Asset Management System being Ellipse or such other system notified from time to time by the Company to collect all Asset information. The Supplier shall make itself fully familiar with the Asset Management System and shall provide data to the Company in a form that can be loaded into the Asset Management System with no rework. The reporting format to be used and content will be confirmed by the Company prior to the Contract Commencement Date.

2.2 The following table sets out the reports that the Supplier is required to submit and their frequency.

<b>Report</b>	<b>Content</b>	<b>Frequency</b>
KPI and SDI Performance Report	Periodic performance report to planned performance against KPIs and SDIs.  Issue of recovery plans as	Periodically

	required.	
Maintenance upload report for upload to the Asset Management System	Report showing all Planned, Reactive and Support Services tasks (plan vs actual achievement dates).	Weekly
KPI & SDI Performance Report  Remedial Action Report	Weekly progress on performance against KPIs and SDIs.  Key events affecting delivery of plan and remedial actions for non-achievement and fault closure, including but not limited to access planning and no defect found events.	Weekly
Daily Fault Reports	Individual fault closure reports and overall backlog status, where applicable, and actions to rectify including access planning and concern resolution.	Daily
Risk Assessment	Confirmation that risk assessments are on plan. Confirm actions and mitigations are in place, robust and effective. Confirmation that no new risks have been identified.	Periodically
Strategic Labour Needs and Training Plan	Monitoring report in the format set out in Schedule 16 (Strategic Labour Needs and Training).	Periodically and in accordance with the requirements of Clause 40.9 and Schedule 16

2.3 Reports will confirm actual progress against planned activities and the impact on delivery due to exceptions, key resource changes and any envisaged delivery constraints. The Supplier shall deliver reports by the due date and validate assertions with evidence.

### 3. Governance and Meetings

3.1 The Supplier shall:

3.1.1 maintain ongoing day-to-day management arrangements to ensure the effective delivery of the Services.

3.1.2 maintain suitable governance structures and systems that are able to deliver the Services and ensure that the Company's governance, relationship management and service management requirements are dealt with at an appropriate level comprising appropriate operational managers, including:

- (i) management of the Services;
- (ii) financial management; and
- (iii) performance and quality management; and

3.1.3 with the Company, set up and implement the three governance levels shown in the table below and described in paragraphs 4.1 to 4.3 to meet at the specified intervals during the term of the Contract.

3.2 The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

<b>Contract Performance Governance – Key Meetings Schedule</b>			
<b>No</b>	<b>Governance Group</b>	<b>Attendees</b>	<b>Frequency</b>
1	Director Level	Head of Infrastructure Head of Commercial Procurement – Maintenance – LUL Supplier Equivalent/s	Annually or as required
2	Senior Manager Level	Structural Maintenance & Track Manager – LUL Structural Maintenance Procurement Manager – LUL Supplier Equivalent/s	Periodically
3	Service Manager Level	Structures Delivery Manager – LUL Track Environmental	Weekly

		Manager Company's Representative – LUL Supplier Equivalent/s	
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**4. Governance Groups**

**4.1 Director Level Governance Group**

4.1.1 The Supplier shall, with the Company, set up and implement a governance group (the “Director Level Governance Group”). The members of the Director Level Governance Group shall comprise senior board level staff from the Supplier and broadly equivalent nominated representatives of the Company, as outlined below:

<b>Company</b>	<b>Supplier</b>
<b>Position</b>	<b>Position</b>
Head of Infrastructure	Supplier Equivalent/s
Head of Commercial Procurement – Maintenance	Supplier Equivalent/s

4.1.2 The Director Level Governance Group shall meet at the Company’s offices or as otherwise agreed between the Company and the Supplier:

- a) periodically during the Mobilisation Period; and
- b) quarterly, at dates to be agreed, after the Contract Commencement Date.

4.1.3 Meetings of the Director Level Governance Group will have the following aims:

- a) to ensure that arrangements are in place to achieve the Company’s Services objectives;
- b) to review and assess the success of the Contract;
- c) to review and assess the success of the relationship between the Parties;
- d) to undertake a quarterly review of the Contract and associated Supplier performance;
- e) to review developments in the Company’s and the Supplier’s businesses and in the marketplace generally, and assess the implications (if any) for the Services and the Contract in general;
- f) to ensure that both Parties are implementing the necessary skills and capabilities to meet their respective obligations under the Contract;

- g) to review and enhance the cost effectiveness of the Contract by examining significant business cases which demonstrate creative and innovative ideas; and
  - h) review the adequacy and effectiveness of the governance arrangements in the light of any relevant management, operational and audit report.
- 4.1.4 A summary report shall document the business of the meetings, prepared by the Company with input as required by the Supplier. The report will include:
- a) progress on issues identified at the previous meeting; and
  - b) issues of concern for the future operation of the Contract that have been identified since the previous meeting.

4.2 Senior Manager Level Governance Group

4.2.1 The Supplier shall, with the Company, set up and implement an intermediate level governance group (the “Senior Manager Level Governance Group”). The members of the Senior Manager Level Governance Group shall comprise senior management of the Supplier and broadly equivalent nominated representatives of staff from the Company, who are responsible for the delivery of relationships below Director Governance Group level, as outlined below:

<b>Company</b>	<b>Supplier</b>
<b>Position</b>	<b>Position</b>
Structural Maintenance Manager and Track Manager	Supplier Equivalent/s
Structural Maintenance Procurement Manager	Supplier Equivalent/s

- 4.2.2 The Supplier shall ensure that such representatives from the principal Sub-Contractors as the Company may request, attend meetings of the Senior Management Level Governance Group.
- 4.2.3 The Senior Management Level Governance Group shall meet at the Company’s offices or as otherwise agreed between the Company and the Supplier:
- a) at two (2) weekly intervals during the Mobilisation Period; and
  - b) once in each Accounting Period after the Contract Commencement Date.
- 4.2.4 Meetings of the Senior Management Level Governance Group will have the following aims:
- a) review delivery of the Services according to the Supplier’s plans and authorise change;

- b) review the operation of the Contract, identify risks and issues arising, commission work to address these, ensure that such work is completed in a timely fashion and to adequate standards, and follow up recommendations arising from that work;
- c) review the progress of any variations, according to the Contract Variation Procedure;
- d) evaluate each Party's skills and resource requirements in relation to the delivery of the Services;
- e) review and approve financial deductions applicable to the Supplier;
- f) discuss business cases that demonstrate creative and innovative ideas to further enhance the cost effectiveness of the Contract;
- g) to operate Schedule 13 (Dispute Resolution Procedure), as may be required;
- h) to monitor and review health, safety and environmental reports and issues arising, including but not limited to:
  - accidents at work/incident management;
  - quality inspections results and matters arising;
  - Supplier compliance with drugs and alcohol testing;
  - Safety critical licensing;
  - COSHH/safety/data storage;
  - environmental inspections and matters arising; and
  - safety alerts;
- i) QUENSH issues;
- j) training and training requirements;
- k) performance for the previous Accounting Period; and
- l) Applications for Payment.

4.2.5 A summary report shall document the business of the meetings, prepared by the Company with input as required from the Supplier. The report will include:

- a) progress on issues identified at the previous meeting; and
- b) issues of concern for the future operation of the Contract that have been identified since the previous meeting.

#### 4.3 Service Manager Level Governance Group

4.3.1 The Supplier shall, with the Company, set up and implement a service level governance group (the “Service Manager Level Governance Group”). The members of the Service Manager Level Governance Group shall comprise management staff of the Supplier, and broadly equivalent nominated representatives of staff from the Company, who are responsible for the day-to-day delivery of the Services and who have a thorough understanding of the Services, as outlined below. The Service Level Governance Group shall comprise meetings between the Parties’ respective management teams, as well as whatever direct daily contact is necessary to manage the Contract.

<b>Company</b>	<b>Supplier</b>
<b>Position</b>	<b>Position</b>
Structural Maintenance Delivery Manager	Supplier Equivalent/s
Company’s Representative	Supplier Equivalent/s

4.3.2 The Supplier shall ensure that such representatives from the principal Sub-Contractors as the Company may request, attend meetings of the Service Level Governance Group.

4.3.3 The Service Level Governance Group shall meet at the Company’s office or as otherwise agreed between the Company and the Supplier at weekly intervals after the Contract Commencement Date.

4.3.4 The Service Manager Level Governance Group will have the following aims, to monitor and review:

- a) the operational delivery of the Services according to the Supplier’s plans and recommend changes to the Supplier’s plans;
- b) Site instructions, work requests and variations;
- c) access issues;
- d) pperational planning issues;
- e) operational performance during the previous week; and
- f) any contractual or performance issues between the Parties and seek to resolve them in accordance with this Contract.

4.3.5 A summary report shall document the business of the meetings, prepared by the Company with input as required from the Supplier. The report will include:

- a) progress on issues identified at the previous meeting; and
- b) issues of concern for the future operation of the Contract that have been identified since the previous meeting.

## **ANNEX 1 TO APPENDIX 2: FIRST AGREED PLANS**

Pursuant to paragraph 1 of Appendix 2, the following Supplier's First Agreed Plans are set out in this Annex.

1. Activity Plan
2. Contract Plan
3. Quality Plan
4. Environment Plan
5. Health & Safety Plan
6. Risk Management Plan

### APPENDIX 3: SUPPLIER'S KEY PERSONNEL

The name and address of the Key Personnel representing the Supplier with whom the Company shall deal in respect of the Contract are as follows:

<b>Name</b>	<b>Address</b>	<b>Area of Responsibility</b>
Campbell McKechan	120 Aldersgate Street, London, EC1A 4JQ	Overall Contract delivery
Mark Driscoll	120 Aldersgate Street, London, EC1A 4JQ	Project Management and Innovation Management
Matthew Penfold	120 Aldersgate Street, London, EC1A 4JQ	Commercial Management
Steve Golding	120 Aldersgate Street, London, EC1A 4JQ	Health & Safety Management

## APPENDIX 4: LIQUIDATED DAMAGES

### Liquidated Damages for Disruption (Clause 23.1)

THE NACHS Tables, including the NACHS Tables Calculation Rules, are contained on the disk appended within Schedule 1 – Appendix 2 Annex 1

## SCHEDULE 2: PAYMENT

The Company shall pay the Supplier the Service Payment in the following manner:

- 1.1 At the end of each Accounting Period calculated from the Contract Commencement Date, the Supplier shall submit an Application for Payment (“AFP”) in respect of the Service Payment for the Services in the preceding Accounting Period pursuant to Clause 21.1. Such Service Payment shall be calculated on the basis of the Service Charges and in the manner set out in Paragraph 1.2 below.
- 1.2 The Service Payment (“SP”) for an Accounting Period n shall be calculated using the following formula:

$$SP_n = APSP_n + APQ_n + ARSP_n$$

where:

$$APSP_n = (PS_n \times 0.8\text{£PSC}_n) + (UCW_n \times 0.8\text{£PSC}_{n-1})$$

and:

$$APQ_n = (PQ_n \times 0.2\text{£PSC}_n) + (PSQ_n \times 0.2\text{£PSC}_{n-1})$$

and:

$$\begin{aligned} \text{£RSD}_n &= (0.8\text{£RSC}_n (1 - RPF_n)) \\ &\quad + (0.2\text{£RSC}_n (1 - RQ_n)) \text{ if:} \end{aligned}$$

$\text{£RSD}_n \geq \text{CAP}$  then:

$$ARSP_n = (\text{£RSC}_n - \text{CAP}_n) + (\text{RSQ}_n \times 0.2\text{£RSC}_{n-1})$$

but where:

$\text{£RSD}_n < \text{CAP}$  then:

$$\begin{aligned} ARSP_n &= (0.8\text{£RSC}_n \times RPF_n) + (0.2\text{£RSC}_n \times RQ_n) \\ &\quad + (\text{RSQ}_n \times 0.2\text{£RSC}_{n-1}) \end{aligned}$$

where:

$APSP_n$  = Actual Planned Service Payment for Accounting Period n;

$ARSP_n$  = Actual Reactive Services Payment for Accounting Period n;

$APQ_n$  = Actual Planned Services Quality inspections payment for Accounting Period n;