



CALL-OFF CONTRACT

Event: Task 45 Seasonal Activation projects 2023-24

Framework Number: TfL 93509

Call-Off Contract Number: Task 45

Outline Agreement Number:

THIS CALL-OFF CONTRACT is made the 10th day of February 2022

- (1) The Greater London Authority ("**the Authority**"); and
- (2) Continental Drifts, a company registered in England and Wales (Company Registration Number 03213484) whose registered office is at 121 Fyfield Road, Walthamstow, London, England, E17 3RE
- ("the Service Provider").

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated 12 February 2019 which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority ("**the Agreement**").
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and

this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the

Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the *[Authority]*

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of *[the Service Provider]*

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1

Services to be performed by the Service Provider

Seasonal Activation

- 1.1 In 2023/24 the Royal Docks team is working closely with creatives, community groups and local partners to devise and present two seasons of cultural events and activities.

These two seasons (Summer, Autumn/Winter) comprise of ten cultural events and activities, developed to bring vitality and vibrancy to Royal Docks public spaces, raise cultural engagement, and boost both local and visitor footfall in the area.

- 1.2 Summer Season (May-September 2023)

The Summer season includes two cultural events

- 1.2.1 Open House – September 2023

The Royal Docks will host two “behind-the-scenes” tours of unusual sites/buildings as part of the Open House London programme. In addition, a

filmed guided tour of Millennium Mills (a restricted derelict site) will be made and be available online.

Budget: up to £12,000

Requirements

The Events Production Company will work with the RDCAT project lead to support preparation and delivery of the two tours The Event Production Company will be required to support the onsite visitor reception for the two tours – providing Front-of-House staff (x 1) and furniture for a welcome desk

(desk/chair/small gazebo) in two locations in Royal Docks for both days of the Open House weekend.

There may also be a requirement, if tours are popular, for the Events Production Company to manage advance bookings and waiting lists.

For the filmed guided tour of Millennium Mills the Events Production Company will work with the RDCAT project lead to identify an experienced filming company, and to manage the required site access for the filmed tour activity.

The Events Production Company will manage and deliver the contracting and payment of both a heritage tour guide (sourced by RDCAT) and the filming company.

Please use the Pricing Schedule to provide indicative costs for the staffing and equipment outlined above, as well as the management of contracts and payments for up to two suppliers.

1.2.2 Summer Programme - June to August 2023

In May 2023 the Royal Docks Team will launch a summer inspired by sustainability. This theme will run throughout both the Royal Docks led/programmed activities and partner programmed summer activities.

The Royal Docks Team will work with local and guest creative practitioners and creative organisations, community groups and local stakeholders to develop and deliver an engaging free summer cultural programme (comprising of around

ten events/activities) taking place across several key locations, with a focus on family friendly weekend activity.

The programme will encourage local and visitor exploration and discovery of the Royal Docks' landscape, waterscape, and heritage.

The programme may include a mix of indoor events/activities which profile new/emerging venues, and outdoor activities making use of the water, green spaces, striking views, and outdoor markets. The programme may include live music, art installations, performances, walks/trails, and food.

Budget: up to £50,000

Requirements

The Events Production Company will work with the RDCAT project lead to work with a range of supported creative projects, and to identify any additional relevant creative content. They will also provide advice and guidance in relation to the siting and production management of the summer cultural programme events/activities.

The Event Production Company will work closely with the RDCAT project lead to maximise connections with the new Dock Local programme (which develops and invests in the "on the doorstep" cultural offer in the Royal Docks via partnerships with local venues).

The Event Production Company will work closely with the RDCAT lead to engage and contract programme partners and creative practitioners, manage payments to partners and creative practitioners, and to provide any additional production requirements that can't be met by programme partners, using the budget set out above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as two days of Event Support, four days of Event

Manager, four days of Production Manager, four days of one crew with vehicle, four days of SIA security).

Please provide indicative costs for managing contracts and payments for up to six partner organisations/creative practitioners.

1.3 Autumn / Winter Season (October 2023 – March 2024)

The Autumn/Winter season includes three cultural events.

1.3.1 Winter programme – December 2023 to January 2024

The Royal Docks Team will work with local and guest creative practitioners and creative organisations, community groups and local stakeholders to develop and deliver an engaging free winter cultural programme (comprising of around six events/activities) taking place across several key locations for selected dates in December/January, with a focus on family friendly weekend activity.

The programme will encourage local and visitor exploration and discovery of the Royal Docks' landscape, waterscape, and heritage, all within the winter setting and mindful of winter weather conditions in the exposed docks.

The programme may include a mix of indoor events/activities which profile new/emerging venues, and outdoor activities making use of the water, green spaces, striking views, and outdoor markets. The programme may include live music, art installations, performances, walks/trails, and food. The programme

will build on the 2022 winter programme model of touring pop-up activity around a range of key locations.

Budget: up to £30,000

Requirements

The Events Production Company will work with the RDCAT project lead to identify relevant creative content, and to engage with local networks to source ideas and proposals. They will also provide advice and guidance in relation to the siting and production management of the winter cultural programme events/activities.

The Event Production Company will work closely with the RDCAT project lead to maximise connections with the new Dock Local programme (which develops and invests in the “on the doorstep” cultural offer in the Royal Docks via partnerships with local venues).

The Event Production Company will work closely with the RDCAT lead to engage and contract any programme partners and creative practitioners, manage payments to partners and creative practitioners, and to provide any additional production requirements that can't be met by programme partners, using the budget set out above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as one day of Event Support, three days of

Programmer, five days of Event Manager, five days of Production Manager, five days of one crew with vehicle, five days of SIA security).

Please provide indicative costs for managing contracts and payments for up to six partner organisations/creative practitioners.

1.3.2 Heritage Commissions – October 2023 to March 2024

The Royal Docks Team will commission and present up to five heritage inspired creative commissions between October 2023 and March 2024.

A freelance heritage producer will be appointed and will work closely with the Royal Docks Team project lead and the Event Production Company to ensure the commissions are well sited, planned, and managed.

Budget: up to £10,000

Requirements

The Event Production Company will provide event production advice and guidance - and may be required to provide small elements of production services support (e.g. staffing or equipment) within the set budget above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as six days of Event Manager, six days of Production Manager, four days of one crew with vehicle, four days of SIA security).

Please provide indicative costs for managing contracts and payments for up to six partner organisations/creative practitioners.

1.3.3 Royal Docks Originals R&D Previews – October 2023

The Royal Docks Team will present the next Royal Docks Originals festival (a festival of work inspired by the people and place of the Royal Docks) in October 2024. In 2023 the team will begin the commissions process – this will include an opportunity for those commissioned to test and preview the developing work in the Royal Docks in October 2023.

Budget: up to £60,000

Requirements

The Events Production Company will work with the RDCAT project lead and commission partners to understand the developing commission content, the R&D process, and the preview objectives and engagement with target audiences. The Events Production Company will provide advice and guidance in relation to the siting and production management of R&D and any test/preview events and activities.

The Event Production Company will work closely with the RDCAT lead to engage and contract any programme partners and creative practitioners, manage payments to partners and creative practitioners, and to provide any

additional production requirements that can't be met by programme partners, using the budget set out above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as five days of Event Support, five days of Event Manager, five days of Production Manager, five days of SIA security).

Please provide indicative costs for managing contracts and payments for up to 20 commission partners, consultants and freelancers - and to manage payments/expenses for up to 30 local participants.

1.4 Seasonal Activation – All Seasons

Six cultural events/activities run throughout the two (2) seasons.

1.4.1 Youth Participation

The Royal Docks Team will commission a series of youth participation projects/activities throughout 2023/24.

The projects/activities will work closely with local young people – enabling them to initiate, develop and deliver creative projects for themselves, their peers, youth communities and other identified audiences.

The Royal Docks Team will engage an experienced youth facilitator/producer to support local young participants in developing and realising their work.

Budget: up to £25,000

Requirements

The Events Production Company will work with the RDCAT project lead, the youth facilitator/producer and youth participants providing event production advice and guidance - and may be required to provide elements of production services support (e.g. staffing or equipment) within the set budget above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as three days of Event Manager, three days of Production Manager, three days of SIA security).

Please provide indicative costs for managing contracts and payments for programme partners, consultants and freelancers and management of process and payments of all required DBS checks. Please also provide indicative costs for managing payments/expenses for up to 30 local participants.

1.4.2 Creative Connectors & Creative Network

Throughout the two seasons the Royal Docks Team will be working closely with three community groups established by the team to support the development of a strong cultural eco-system – these include:

- Creative Connectors (local Royal Docks residents with an interest in culture)
- Dock Local Programme Panel (Creative Connectors taking an active role in local cultural programming)
- Royal Docks Creative Network (creative professionals living and/or working in the Royal Docks)

The Royal Docks Team will undertake a number of locally centred activities through the two seasons including:

Creative Connectors

- the organisation of regular bi-monthly meetings & two networking events, including venue hire and catering.
- the organisation of observer visits to relevant cultural/community content

- a paid part-time co-ordinator to be a point of contact and support all meeting administration.

Dock Local Programme Panel

- the organisation of regular meetings, including venue hire and catering.
- the provision of per diem payments to panel members
- events production advice for identified Dock Local projects

Royal Docks Creative Network

- the organisation of regular bi-monthly meetings & two networking events, including venue hire and catering.
- the organisation of observer visits to relevant cultural/community content
- a paid part-time co-ordinator to be a point of contact and support all meeting administration.

Budget: up to £15,000

Requirements

The Event Production Company will work closely with the RDCAT lead and the part-time co-ordinator on arrangements for group meetings and networking events. The Event Production Company will be required to manage payments

to suppliers and freelancers, as well as per diems for 10 Dock Local Panel members.

Please provide indicative costs for managing payments as outlined above.

1.4.3 *Dock Local Panel Programme & Local Venue*

The Royal Docks Team will work throughout 2023/24 with Dock Local Panel members to support their development and delivery of small pilot events/activities.

The Royal Docks Team will also work with a mix of local venues (pubs, hotels bars, cultural venues, community centres etc) to support a limited number of

pilot events/activities to engage/grow local audiences and local “on the doorstep” programming.

Budget: up to £15,000

Requirements

The Events Production Company will work with the RDCAT project lead, Dock Local Panel members and a range of selected local venues.

The Events Production Company will provide event production advice and guidance - and may be required to provide some elements of production services support (e.g. staffing or equipment) within the set budget above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as three days of Event Manager).

Please provide indicative costs for managing contracts and payments for programme partners, suppliers and freelancers, and management of per diems for 10 Dock Local Panel members.

1.4.4 Business Engagement

The Royal Docks Team will seek to build engagement and profile with the Royal Docks Cultural Placemaking Strategy amongst key businesses and stakeholders in 2023/24 via targeted networking events and receptions.

Budget: up to £2,000

The Events Production Company will work with the RDCAT project lead and selected local venues.

The Events Production Company will provide event production advice and guidance - and may be required to provide some elements of production services support (e.g. staffing or equipment) within the set budget above.

Please use the Pricing Schedule to provide indicative costs for event and venue research and advice. Please provide indicative costs for managing contracts and payments to suppliers.

1.4.5 Research & Development

The Royal Docks Team will develop and deliver a range of pilot cultural events activities/projects in 2023/24 to test and develop emerging areas of work and to deliver on the priorities of the Royal Docks Cultural Placemaking Strategy.

This work will include a partnership with a local BAME led creative organisation and a project recruiting and training people from under-represented groups in various events production roles - and supporting their “on the job” training and employment across Royal Docks events/activities and wider East London programmes.

Budget: up to 20,000

Requirements

The Events Production Company will work with the RDCAT project lead and project partners to contribute events production expertise and skills, to provide event production advice, and may also be required to provide elements of

production services support (e.g. staffing or equipment) within the set budget above.

Please use the Pricing Schedule to provide indicative costs for staffing (provisionally estimated as four days of Event Manager, four days of Production Manager, four days of Trainee Supervisor).

Please provide indicative costs for managing contracts and payments for programme partners and suppliers, alongside management of payments to up to 30 production trainees/staff.

1.4.6 Events Equipment

As part of Seasonal Activation, the Royal Docks Team wishes to identify events equipment that is both useful to the Seasonal Activation programme delivery, and also useful to local creative and community partners who may wish to borrow/hire equipment that enables delivery of their own events across the Royal Docks area.

Budget: up to £10,000

Requirements

The Event Production Company will work closely with the RDCAT lead to advise on items of equipment that will be of optimum use, durability etc – as well as advising on issues such as storage and hires potential.

The Event Production Company will be required to manage these purchases, once agreed with the RDCAT lead, up to the budget level set out above.

2 Seasonal Activation – Events Promotion

- 2.1 There is additionally for Seasonal Activation a ringfenced allocation of up to £50,000 to be spent on a range of promotional activities.

The event production company will be expected to contract and manage (including payments) the following freelancers at the request of the Royal Docks Team project lead:

- Photographers
- Videographers
- Copywriters
- Artwork Designers

- 2.2 You will also be required to work with the Royal Docks Team project lead and Royal Docks Marketing Team to plan and manage onsite branding requirements, wayfinding, and signage – and to provide operational updates and information for use in promotion and communication.

3 Seasonal Activation - Event Stakeholders

- 3.1 Royal Docks events are planned and delivered with the support of the following statutory agencies and stakeholders:
- Newham Council (teams include planning, licensing, environmental health, sport, and culture)

- Metropolitan Police Service
- London Fire and Emergency Planning Authority
- London Ambulance Service NHS Trust
- Transport for London
- RoDMA
- Royal Albert Dock Trust
- National Open Water Coaching Association
- Local residents and businesses

4.0 Event Planning

- 4.1 Where events require licensing the authority to proceed is granted through a Safety Advisory Group (SAG), which will meet to assist in the planning of the event.

The appointed Event Production Company and their Event Safety Officer and Stewarding Provider should budget to attend two to three of these meetings to be held at London Borough of Newham (LBN) offices, following which it would be expected to receive a confirmation of No Objection from LBN, permitting the events to go ahead.

- 4.2 SAG meetings are normally held on the first Thursday of each month.

5 Multi Agency Liaison

- 5.1 The Royal Docks Team shall support the Event Production Company in relation to on-going dialogue with Newham Council, the Metropolitan Police, London

Fire Brigade, Transport for London, and other statutory agencies as appropriate, as part of the SAG process.

- 5.2 This is subject to the Event Production Company meeting such requirements as these bodies may request and by their deadlines.

6 Licences and Permissions

- 6.1 Events may require permission from key stakeholders such as the London Borough of Newham, Royal Docks Management Authority Limited (RoDMA), London City Airport, local businesses etc.
- 6.2 The Event Production Company will be responsible for obtaining all necessary permissions and licences regarding the event and shall provide the GLA Royal

Docks Team with copies of the same. The Event Production Company shall ensure that all such licences and permissions are fully complied with.

7 Roles and Responsibilities of the GLA Royal Docks Team lead / Event Production Company

- 7.1 The appointed Event Production Company shall take full responsibility for the management and delivery of the event. This will include sufficient staffing to manage and protect the venues and the activities on them.
- 7.2 The GLA Royal Docks Team is the Event Organiser (owner) and budget holder for Seasonal Activation cultural events/activities.
- 7.3 In addition to areas identified in this specification, the Event Production Company can expect the following support from the GLA Royal Docks Team:
- 7.4 A GLA Royal Docks Team project lead will be nominated to work on each Seasonal Activation event and will act as your primary point of contact within the Royal Docks Team for all matters connected with the event.

The GLA Royal Docks Team project lead will be the main conduit for liaison between:

- The appointed Event Production Company
 - Partners / Sponsors
 - Community organisations involved in the event
 - Other statutory agencies as required via the Safety Advisory Group process
 - Royal Docks Marketing, Web, Press and Creative Services Teams
 - Matters relating to the GLA Event Sustainability Policy, and monitoring and reporting of activities arising
- 7.5 The appointed Event Production Company will be required to take forward the responsibility for the acquisition of all documentation necessary to receive

London Borough of Newham Environmental Health compliance sign offs, and any trading licences required.

The Event Production Company will notify the GLA Royal Docks Team project lead of the status of these processes on a regular basis.

- 7.6 The Event Production Company shall be responsible for collecting any data as required to fulfil objectives of the GLA Event Sustainability Policy
- 7.7 The Event Production Company shall discuss any implications of the provision of the requested infrastructure with the GLA Royal Docks Team project lead prior to placing orders and committing budget and shall consult the GLA on all major decisions (e.g., budget, disability access, major infrastructure, concessions, event programme, sustainability, or anything that might impact upon delivery of the event or public participation in the event.
- 7.8 The nominated GLA Royal Docks Team project lead reserves the right to make a formal objection to any element of the event which, in the view of the GLA, is contrary to its intended purpose, or contradictory to the aims relating to the event.

8 Equality Diversity & Inclusion

- 8.1 Royal Docks events attract a diverse range of visitors. It is essential that the Event Production Company delivers the services in a manner which recognises

this diversity and is in line with the GLA's own policies on Equality, Diversity and Inclusion, including Sustainable Events at the GLA.

8.2 Therefore, in delivering the event, the Event Production Company shall take action to ensure that equalities, diversity and inclusion are fully taken into account, including, but not be limited to:

- Ensuring that all staff, directly employed and sub-contracted are familiar with relevant statutory regulations and with the requirements of the contract in this respect.
- Ensuring appropriate equalities training to managers, staff and sub-contractors at all levels who are employed in the delivery of the services.
- Implementing appropriate procedures to deal promptly and sensitively with complaints about discrimination, from staff or the public.

9 Access

9.1 The chosen production company will demonstrate a sound understanding of access in relation the following, and incorporate elements in the event as relevant and according to its available budget: These may include, but not be limited to:

- Site layout, accessible routes, and ramping
- Signage
- Stewarding
- Front of House welcome & information
- Accessible toilets including MobiLoo
- Accessible food & beverage
- Accessible viewing areas
- BSL signers
- Hearing loop in accessible viewing area
- Speech to text onto screen
- Dog welfare area

9.2 The Event Production Company will be expected to take all reasonable measures to adhere to these access guidelines, report openly any exceptions and ensure sub-contractors are also subject to the same requirements.

- 9.3 The Event Production Company should provide cost allowance for a level of access provision. Please include response within both core costs and additional costs and indicate what would be provided in each case.

10 Event Sustainability

- 10.1 The Royal Docks team recognises its duty to demonstrate leadership in the field of event sustainability management by conducting its event related activities in line with Sustainable Events at the GLA .
- 10.2 The GLA aims to minimise any negative impacts from its event related activities through the implementation of sustainable events management.
- 10.3 The Event Production Company will be required to complete and submit a Sustainability Management Plan, identifying priority sustainability risks and opportunities and related actions.
- 10.4 The priority areas as identified within the Events Sustainability Policy include the following:
- To use energy efficiently and reduce carbon emissions from energy consumption generated by events.
 - To reduce the amount of event waste.
 - To reduce the environmental impact of transport use.
 - To support and promote the GLA Food Commitment
 - To promote and encourage diversity and inclusion
 - To respect and preserve our national heritage
 - To encourage the living wage
- 10.5 The event production company will be expected to monitor and gather data for the Royal Docks team, including calibration records measuring waste and energy.
- 10.6 The Royal Docks team will work with the event production company to define specific objectives, targets relevant to this event. The event production company should provide to the Royal Docks team details of its own competencies,

including qualifications, training, trade certificates and licences, and those of its sub-contractors.

- 10.7 Event Production Companies will be required to implement the actions within the Sustainability Management Plan throughout the duration of the contract, including communicating objectives to managers, staff and sub-contractors at all levels who are employed in the delivery of the services.
- 10.8 The Sustainable Events at the GLA (See Appendix 1), and the sustainability objectives for this event will also be communicated to other participant stakeholders, such as community groups, sponsors, programme, and media partners.

11 Event Insurance

- 11.1 The Event Production Company shall be required to manage all risks associated with the design, delivery, and management of the event, including public safety where infrastructure or content is provided by others. Caterers will have their own independent Public Liability cover and supply them to the Event Production Company.

- 11.2 The Event Production Company is required to ensure and evidence it has the following cover in place:

- Public liability insurance of £10m for each and every occurrence or series of occurrences arising out of any one occurrence.
- Product liability insurance of £10m in aggregate for any one or a series of claims.
- Employers' liability insurance of £5m in aggregate for any one or a series of claims.
- Details of any contract works and property insurance in place during the period of the event and during build/ derig of the event.

TfL 93509- Task45 Seasonal Activation Projects

- Property insurance for all supplier's and other property including infrastructure where content is provided by others or hired in for the event, to be at the sole risk of the contractor at all times
- Motor insurance; Motor liability for the minimum limit required by statutes and property damage cover for £10m for each and every occurrence or series of occurrences arising out of any one occurrence.
- Professional Indemnity insurance of £2m {Two} million in aggregate for any one or a series of claims.
- Marine insurance for impact damage and marine liability for a minimum limit of £10m {ten} million pounds for each and every occurrence or series of occurrences arising out of any one occurrence, where the contractor uses equipment on the River Thames.
- In the situation that venues require insurance levels greater than this, the Event Producer will work with the GLA to negotiate the position and where agreed will make arrangements for increased cover for the specific location.

The GLA, prior to the set-up/installation of any activities, will require copies of valid and dated insurance certificates. These may also be required by specific stakeholders.

11.3 Please note an indemnity to principal's clause is required in all Public/Products liability policies.

11.4 The GLA's interest should be noted on any contract works and property policies.

11.5 Copies of dated insurance certificates will be required by the GLA and Newham Council prior to the staging of the event.

11.6 Insurance levels shall be required as stipulated in this document and the contract.

11.7 Copies of dated insurance certificates will be required by the GLA and Newham Council prior to the staging of the event.

12 Ticketing

- 12.1 Elements of Seasonal Activation events and activities may require ticketing. If required, the Event Production Company will need to facilitate and manage the use of a free ticketing system.

This must allow for some tickets to be available on the door for the event. This system must also be fit for purpose relating to any track and trace requirements (if needed), marketing, and sit within the GLA's data protection policies.

For the purpose of this ITT the Event Production Company should include indicative costs in the additional cost column for Ticketing / Box Office Manager.

13 Health and Safety Management

- 13.1 Management of event health and safety should be planned and implemented in accordance with the best practice set out in the Health and Safety Executive (HSE) Event Safety Guide (the 'Purple Guide') and other such related guidance as appropriate.
- 13.2 The Event Production Company is required to ensure that all elements of the events detailed within this specification comply with current health and safety and CDM legislation.
- 13.3 The Event Production Company shall therefore:
- Provide professional verification of the safety of all relevant temporary structures erected on the Event sites to Newham Council Building Control to allow for a Temporary Structures Licence to be issued.

- Keep the event sites in a safe condition and keep working areas of the event sites secure against trespassers and members of the public, whilst still maintaining as much public access as possible.
- **Ensure the safety of all equipment and staff either directly employed by the Event Production Company or sub-contracted as necessary to deliver the events.**
- Accept responsibility for the safety of all staff, artists, and visitors to the event sites.
- Accept responsibility for the loss of or any damage caused to any equipment in or on the event sites and for any damage caused to the site itself.
- Provide a suitably qualified **Event Safety Officer** to take responsibility for Health and Safety during build, breakdown and during the events. The nominated Event Safety Officers should have relevant, industry-recognised qualifications such as NEBOSH.

13.4 Management of health and safety also includes production of all event documentation to LBN SAG. The Event Production Company will be responsible for providing the following within a comprehensive and event specific Event Management Plan for events:

- Site production schedules.
- Site plans (produced in CAD or similar) with location grid (to A3 size).
- Collation of all contractor drawings, risk assessments, calculations and documentation as required.
- Event specific risk assessments (including a fire risk assessment)
- Construction, Design and Management (CDM) Plans
- Sustainability Plans
- Stage running orders

13.5 The Event Production Company may use the LBN Events Management Plan template (available on request from LBN Events Licensing Team – see Appendix for sample version).

13.6 Documentation should be provided in an electronic format (either via PDF or a dedicated and secure FTP site) ten (10) days prior to the SAG meetings to allow

for dissemination amongst the SAG group. Hard copies of the same should also be provided at the SAG meetings themselves.

14 Covid -19

14.1 It is the responsibility of the Event Production Company to design events that can take place within the Government's Covid-19 guidance and any restrictions.

14.2 Guidance must be taken from the Events Industry Forum:

<https://www.eventsindustryforum.co.uk/images/documents/EIF-DCMS-COVID-19-Working-Safely-11-March-2021.pdf>

14.3 The response must include reference to the management of:

- Social distancing
- Cleaning regimes
- Reporting systems to the relevant authorities
- Covid-19 risk assessment

The above must be for both attendees and staff.

Service Provider's Tender Proposal

REDACTED

Timetable

Commencement date: 26th of May 2023

Completion Date 24th May 2024

Liquidated Damages

Amount of liquidated damages per day (if any): N/A

Expenses

Expenses (if any) that the Service Provider may claim: N/A

Authority Account Details

Relevant account code and cost centre:N/A

Address for Invoices

accountspayable@tfl.gov.uk

Authority Call-Off Co-ordinator

Name: Sarah Barrow

Address: Royal Docks Team City Hall Churchie Way London E16 1ZE

REDACTED

Availability of Key Personnel

Ms Mandy Janes Director

REDACTED

Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract N/A

Attachment 2

1. Charges

REDACTED

Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

Mandy Janes

Company Director Continental Drifts

REDACTED

Mel Wilds – CEO, Founding Director

Continental Drifts

REDACTED

2. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work: N/A

3. Proposed completion date

ATTACHMENT 3

Special Conditions for Call-Off.

PRIVACY AND DATA PROTECTION

For the purposes of this Clause 3, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”

Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Call-Off Contract;

“Data Controller”

has the meaning given to it in Data Protection Legislation;

“Data Processor”

has the meaning given to it in Data Protection Legislation;

“Data Protection Impact Assessment”

an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;

“Data Protection Legislation”

means:

(a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

(b) Directive (EU) 2016/680 (the Law Enforcement Directive);

(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

	(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
	(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Call-Off Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision-making including profiling.
3.1	With respect to the Parties' rights and obligations under the Call-Off Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.
3.2	Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
3.2.1	The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject: <ul style="list-style-type: none"> • Staff • Stakeholders • Businesses & residents • Contractors

3.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- names
- email addresses
- postal addresses
- telephone numbers
- images

3.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

- For the provision of customer/stakeholder liaison
- Database support functions

3.2.4 The subject matter of the Authority Personal Data to be Processed is:

the Processing is necessary to ensure that the Service Provider can effectively deliver the Call-Off Contract and deliver the Seasonal Activation Projects, whilst

liaising with all relevant stakeholders and communication

with businesses and residents where operational impact may be an issue.

3.2.5 The duration of the Processing shall be:

- 26 May 2023 – 24 May 2024

3.2.6 The nature and purpose of the Processing may include: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means).

3.3 Without prejudice to the generality of Clause 25 of the Agreement, the Service Provider shall:

3.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Call-Off Contract;

3.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Call-Off Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

- 3.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- 3.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Call-Off Contract including:
 - 3.3.4.1 the purposes for which Authority Personal Data is Processed;
 - 3.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - 3.3.4.3 the source(s) of the Personal Data;
 - 3.3.4.4 any recipients of the Personal Data;
 - 3.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - 3.3.4.6 retention periods for different types of Authority Personal Data; and
 - 3.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- 3.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- 3.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Call-Off Contract, take appropriate technical and organisational security measures, which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- 3.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Call-Off Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses 3.3.6 and 3.3.8, including, protocols, procedures, guidance, training, and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;

- 3.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause 3, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction, or damage;
- 3.3.9 having notified the Authority of a breach in accordance with Clause 3.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- 3.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Call-Off Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Call-Off Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- 3.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - 3.3.11.1 from a Data Subject (or third party on their behalf):
 - 3.3.11.1.1 a Subject Request (or purported Subject Request); or
 - 3.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - 3.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - 3.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- 3.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause 3.3.11, including by promptly providing:
 - 3.3.12.1 the Authority with full details and copies of the complaint, communication, or request; and

- 3.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
 - 3.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
 - 3.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
 - 3.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- 3.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - 3.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - 3.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause 3 (and in particular Clauses 14, 19.1, 19.2, 23.2, 25 and 26 of the Agreement).
- 3.5 The Service Provider shall, and shall procure that any sub-contractor shall:
 - 3.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Call-Off Contract in accordance with its terms;
 - 3.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions, and negotiations with third parties or in relation to proposals or tenders with the Authority;
 - 3.5.3 not Process Authority Personal Data in such a way as to:
 - 3.5.3.1 place the Authority in breach of Data Protection Legislation;

- 3.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - 3.5.3.3 expose the Authority to reputational damage including adverse publicity;
- 3.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- 3.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- 3.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - 3.5.6.1 are informed of its confidential nature;
 - 3.5.6.2 are made subject to an explicit duty of confidence;
 - 3.5.6.3 understand and comply with any relevant obligations created by either this Call-Off Contract or Data Protection Legislation; and
 - 3.5.6.4 receive adequate training in relation to the use, care, protection, and handling of Personal Data on an annual basis.
- 3.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Call-Off Contract);
- 3.5.8 without prejudice to Clause 3.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- 3.5.9 comply during the course of the Call-Off Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time;
- 3.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- 3.7 If, after the commencement of the Services, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - 3.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

- 3.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - 3.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - 3.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - 3.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- 3.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance, and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- 3.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - 3.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Call-Off Contract or a separate data processing agreement between the Parties; and
 - 3.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in 3.7.3.1.
- 3.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - 3.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Call-Off Contract;
 - 3.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Call-Off Contract or negligence in relation to Authority Personal Data;

- 3.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of Call-Off Contract and the Agreement;
- 3.8.4 notwithstanding Clause 29.1.1 of the Agreement, if the Service Provider has committed a material breach under Clause 3.8.3 on two or more separate occasions, the Authority may at its option:
 - 3.8.4.1 exercise its step-in rights pursuant to Clause 36;
 - 3.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - 3.8.4.3 terminate the Call-Off Contract and/or the Agreement in whole or part with immediate written notice to the Service Provider.
- 3.9 Compliance by the Service Provider with this Clause 3 shall be without additional charge to the Authority.
- 3.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- 3.11 Following termination or expiry of this Call-Off Contract, howsoever arising, the Service Provider:
 - 3.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause 3.11.3;
 - 3.11.2 where Clause 3.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause 3.2.6 above and following this will then comply with Clauses 3.11.3 and 3.11.4;
 - 3.11.3 subject to Clause 3.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - 3.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Call-Off Contract securely destroy the Authority Personal Data.
- 3.12 Authority Personal Data may not be Processed following termination or expiry of the Call-Off Contract save as permitted by Clause 3.11.
- 3.13 For the avoidance of doubt, and without prejudice to Clause 3.11, the obligations in this Clause 3 shall apply following termination or expiry of the Call-Off Contract to the extent the Party concerned retains or Processes Authority Personal Data.

- 3.14 The indemnity in Clause 21 of the Agreement shall apply to any breach of Clause 3 and shall survive termination or expiry of the Call-Off Contract.
- 3.15 The Parties' liability in respect of any breach of Clause 25.1 of the Call-Off Contract and this Clause 3 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

4. FURTHER INSURANCE REQUIREMENTS

- 4.1 Without prejudice to Clauses 21 and 22 or any other provision of the Agreement or this Call-Off Contract, the Service Provider shall comply with the provisions of this Clause 4.
- 4.2 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any TfL Premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.
- 4.3 The Service Provider shall:
- 4.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;
 - 4.3.2 where any Insurance is due for renewal during the Term or Call-Off Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;
 - 4.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;
 - 4.3.4 bear the cost of all or any excesses under the Insurances;
 - 4.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;
 - 4.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;
 - 4.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess of £20,000 on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;
 - 4.3.8 subject to Clause 4.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and

- 4.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Authority, any member of the TfL Group or any third party).
- 4.4 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:
 - 4.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and
 - 4.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim, or action arising in connection with this Call-Off Contract.
- 4.5 If the Service Provider is in breach of Clause 22 of the Agreement or this Clause 4, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

5. FURTHER CONFIDENTIALITY REQUIREMENTS

5.1 The Service Provider shall:

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

5.1.2 not, except where provided in Clause 26 of the Agreement or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

5.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clause 26 of the Agreement or 5 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 26 and 5 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 26 and 5.

5.3 The Service Provider shall not advertise or announce the existence of the Call-Off Contract or that it is providing the Services to the Authority without the prior written consent of the Authority and the Authority shall have the right to approve any advertisement or announcement before it is made.

6. Work Related Road Risk Requirements

6.1 For the purposes of Clauses 6.2 to 6.10 (inclusive) of this Call-Off Contract, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 6.2.1;
“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills, and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	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;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers, and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;

“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance-based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. 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 ;
“HGV”	a vehicle with a 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;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, 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; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 6.8?

Fleet Operator Recognition Scheme Accreditation

- 6.2 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the commencement date of the Call-Off Contract:
- 6.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
 - 6.2.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit 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 Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

- 6.3 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 6.4 Where applicable, for works contracts exceeding a value of £1m:
- 6.4.1 the Service Provider shall comply with the CLOCS Standard; and
 - 6.4.2 the Service Provider shall ensure that the conditions at all sites and locations where:
 - 6.4.2.1 the Services are being delivered; or
 - 6.4.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

- 6.5 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:
- 6.5.1 the Service Provider shall comply with the DVS Schedule attached to this Call-Off Contract; and
 - 6.5.2 the Service Provider shall ensure that:

6.5.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

6.5.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

6.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Call-Off Term.

Collision Reporting

6.7 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Call-Off Contract, the Service Provider shall within 15 days of the commencement date of the Call-Off Contract, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

6.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the commencement date of this Call-Off Contract, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 6.2, 6.3, 6.4, 6.5, 6.6 and 6.7 (as applicable) of this Call-Off Contract (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six-month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

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

6.9.1 Clauses 6.2, 6.6, 6.7, 6.8; and

6.9.2 Category N2 HGVs – Clauses 6.3; and

6.9.3 for Category N3 HGVs – Clauses 6.3, and, where applicable 6.4, 6.5.

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

Failure to Comply

6.10 Without limiting the effect of any other clause of this Call-Off Contract relating to termination, if the Service Provider fails to comply with Clauses 6.2, 6.3

(where applicable), 6.4 (where applicable), 6.5 (where applicable), 6.6, 6.7, 6.8 and 6.9;

6.10.1 the Service Provider has committed a material breach of this Call-Off Contract; and

6.10.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied, or managed by the Authority for any purpose (including but not limited to deliveries).

7. Equality, Diversity, and Inclusion

7.1 For the purposes of this Clause 7, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause 7 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity, and inclusion;
“Equality Statement”	means a short-written statement setting out how a Service Provider will embed equality, diversity, and inclusion in its performance of the Call-Off Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause 7 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause 7.3, indirect subcontractor, of the Service Provider.

EDI Policy

7.2 From the Call-Off Contract commencement date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Call-Off Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

7.3 Where a contract has a contract value of over £5 million and for the duration of the Call-Off Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

7.3.1 adopts and implements; and

7.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Call-Off Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

- 7.4 Where a Call-Off Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity, and inclusion in the performance of the Call-Off Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause 7.

- 7.5 Subject to Clause 7.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Call-Off Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

7.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause 7.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Call-Off Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Call-Off Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

- 7.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

- 7.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause 7.5.

EDI Audit

- 7.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause 7. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause 7.3, indirect subcontractors, and shall include the Minimum Records.
- 7.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Call-Off Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause 7.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Call-Off Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause 7.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause 7.
- 7.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing, and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Call-Off Contract and each relevant subcontract.
- 7.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause 7.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- 7.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Call-Off Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
 - 7.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause 7.3, wherever situated and whether the Service Provider's own equipment or otherwise; and
 - 7.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Call-Off Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- 7.12 For the duration of the Call-Off Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Call-Off Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers, and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause 7 - Equality, Diversity, and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting, and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g., class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination. • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects, and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of

TfL 93509- Task45 Seasonal Activation Projects

	their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also, a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross).

2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

- women;
- disabled people;
- lesbians, gay men, bisexual people;
- trans people;
- older people (aged 60 or over); and
- younger people (aged 24 or under).

4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).

5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.

TfL 93509- Task45 Seasonal Activation Projects

Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>

Appendix 2 to Clause 7 – EDI Action Plan*[Insert agreed EDI Action Plan]*

The specific example below is purely for illustrative purposes.

EDI Objective	Current position/ baseline	Action	Timing	Person responsible	Resources	KPIs
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/ supervisors						
Inclusive customer service for all public facing staff						