

32. Novation

- 32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

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

40. Governing Law

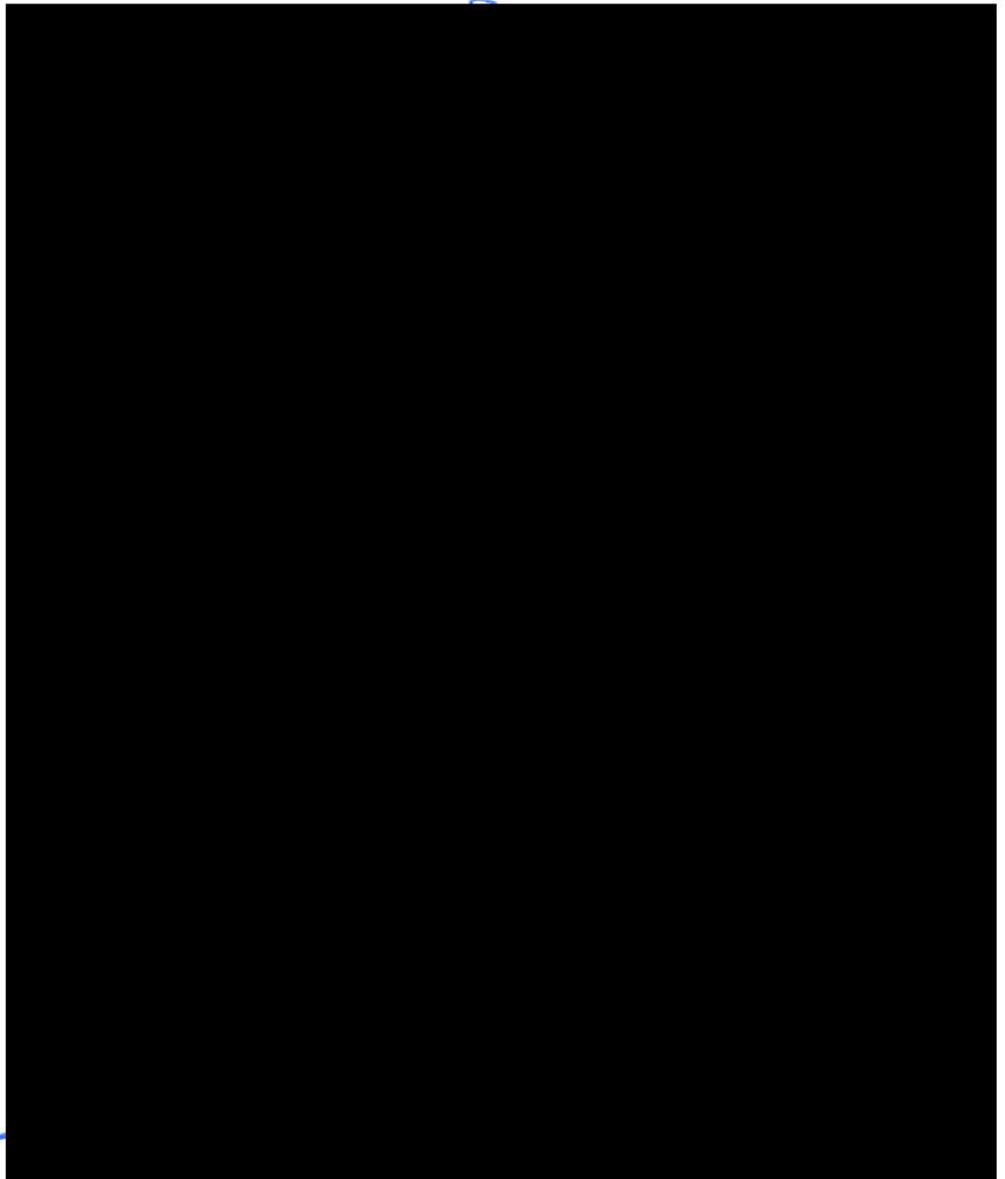
The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

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THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
the Authority

Signed by
for and on behalf of
the **Service Provider**



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SECTION 1

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. **Contract Reference Number: LT-C-18-137**
- 2. **Name of Service Provider: HANNING & KAHL GmbH & Co. KG**
- 3. **Commencement:**
 - (a) **Contract Commencement Date:** *26th September 2019*
 - (b) **Service Commencement Date:** *26th September 2019*
- 4. **Duration/Expiry Date: 5 years + 3 optional years**
- 5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

- 30 days from invoicing

Clause 5.2

Payment must be made within 30 days of receipt of invoices, unless the Service Provider is an SME in which case payment must be made within 10 days of receipt of invoices.

Clause 5.4

- 30 days from invoicing

- 6. **Address where invoices shall be sent:**
 - London Trams
 - Accounts Payable
 - 1st Floor
 - PO Box 45276
 - 14 Pier Walk
 - London
 - SE10 1AJ

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider: NA

- 7. **Time for payment where not 30 days (see Clause 5.4):**
 - 30 days from invoicing

8. Details of the Authority's Contract Manager

Name: Rob Andrews
Address: London Trams, Tramlink House,
Tramlink Depot, Coomber Way,
Croydon, CR0 4TQ
Tel: 020 3054 2737
Fax: 020 3054 2761
Email: RobAndrews1@tfl.gov.uk

9. Details of the Authority's Procurement Manager

Name: Kelemn Wyllie
Address: 11th Floor, Knollys House
17 Addiscombe Road
Croydon CR0 6SR
Tel: 020 7126 1947
Email: KelemnWyllie@tfl.gov.uk

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Carsten Stapke Sales and Project Management	Carsten.stapke@hanning-kahl.com +49 5202 707 711	Sales and Project Management
Jochen Wiegelmann Senior Technician and Trainer	Jochen.wiegelmann@hanning-kahl.com +49 5202 707 735	Technician and Trainer
Andreas Jurczyk, Head of Infrastructure & Signalling Product Centre	Andreas.jurczyk@hanning-kahl.com +49 1709337355	Engineering

- 11. Notice period in accordance with Clause 26.4 (termination without cause):**
90 days

12. Address for service of notices and other documents in accordance with Clause 35:

For the Authority:

For the attention of:
Senior Commercial Manager
London Trams
11th Floor, Knollys House
17 Addiscombe Road
Croydon
CR0 6SR

:

For the Service Provider:

Contract Manager
Hanning & Kahl GmbH & Co Kg
Rudolf-Diesel-Str. 6
33813 Oerlinghausen
Germany
info@hanning-kahl.com

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: NA

14. Training to be provided by the Service Provider in accordance with Clause 8.8: As per requirements

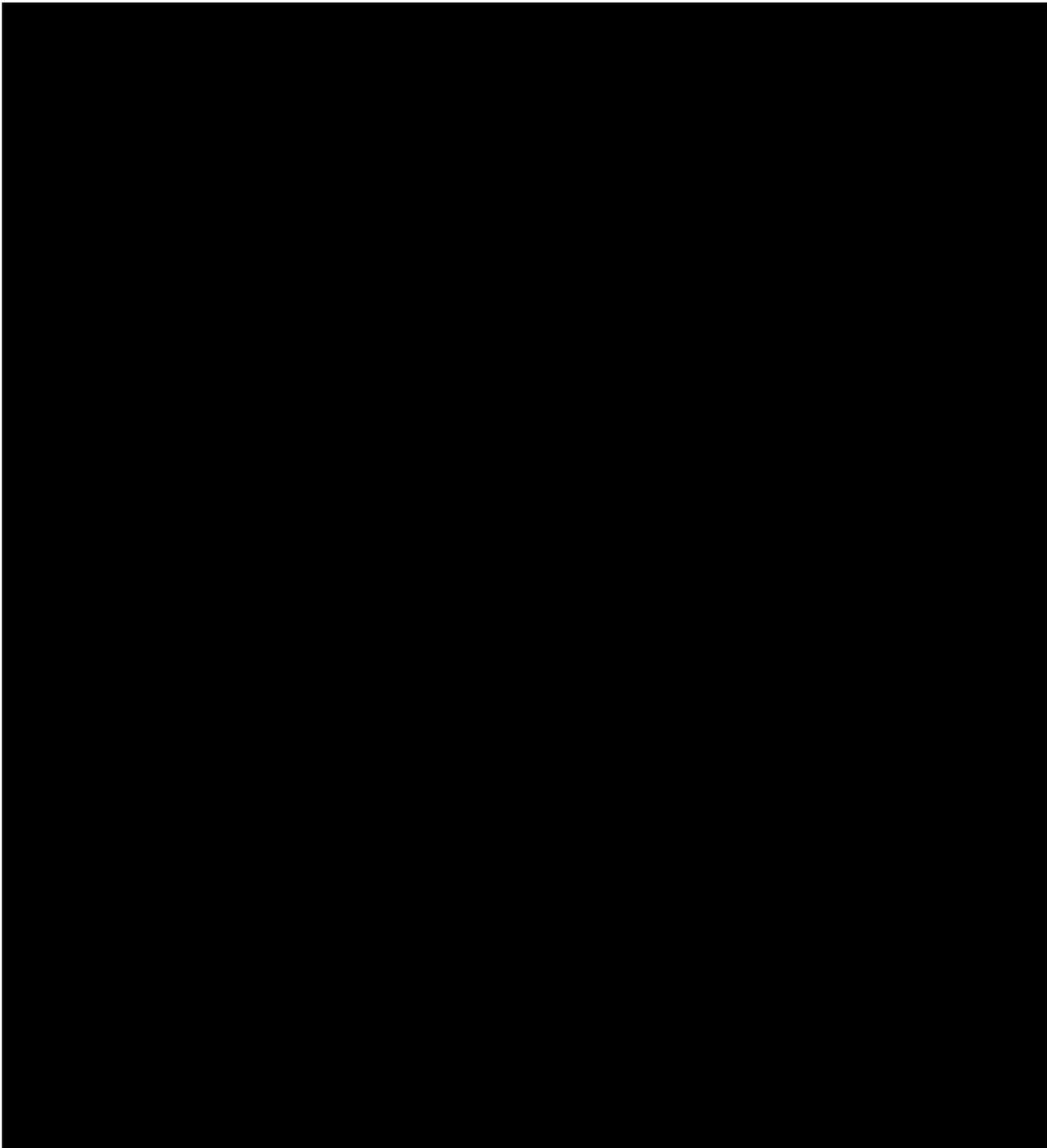


SECTION 2

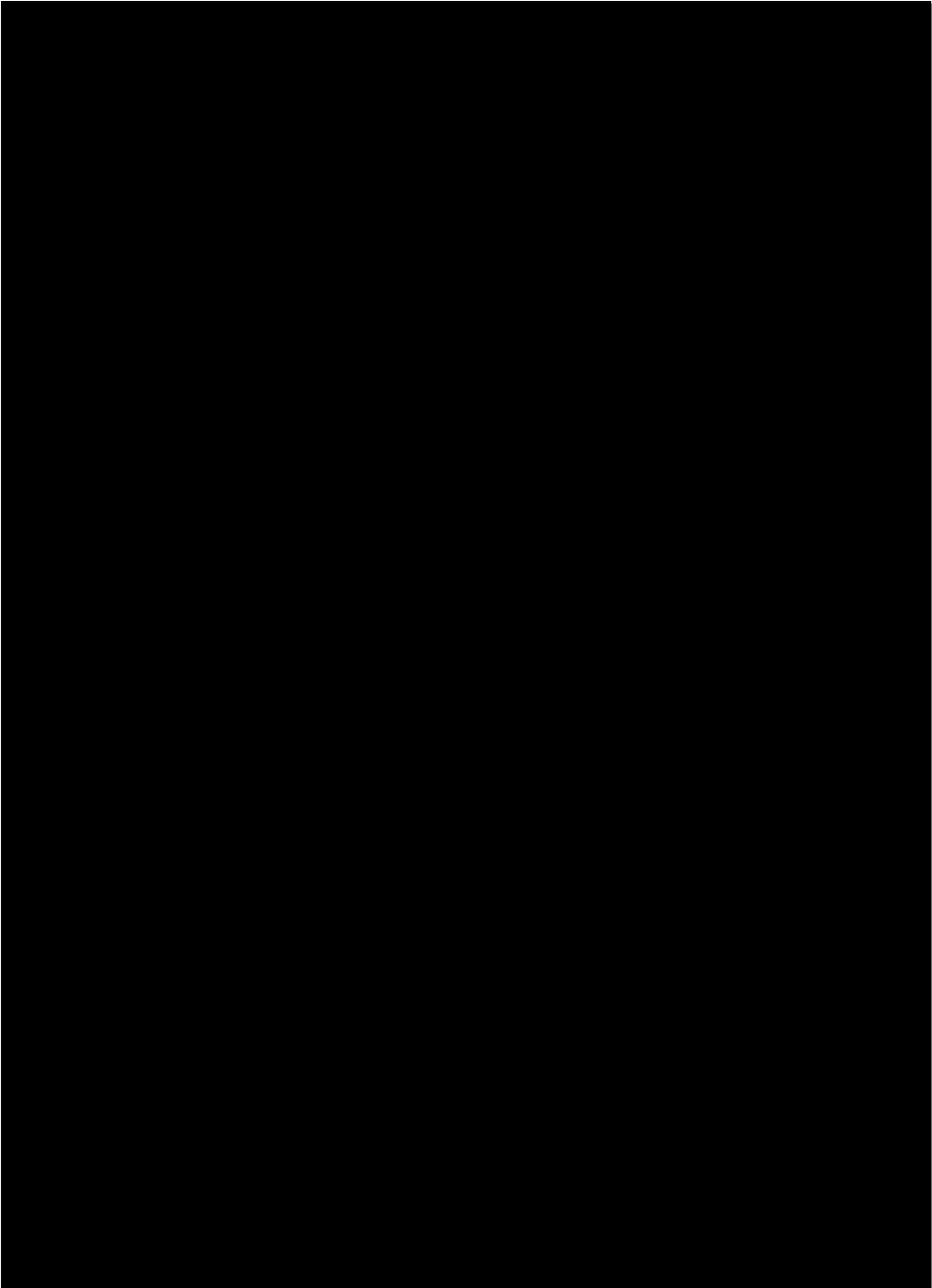
SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT



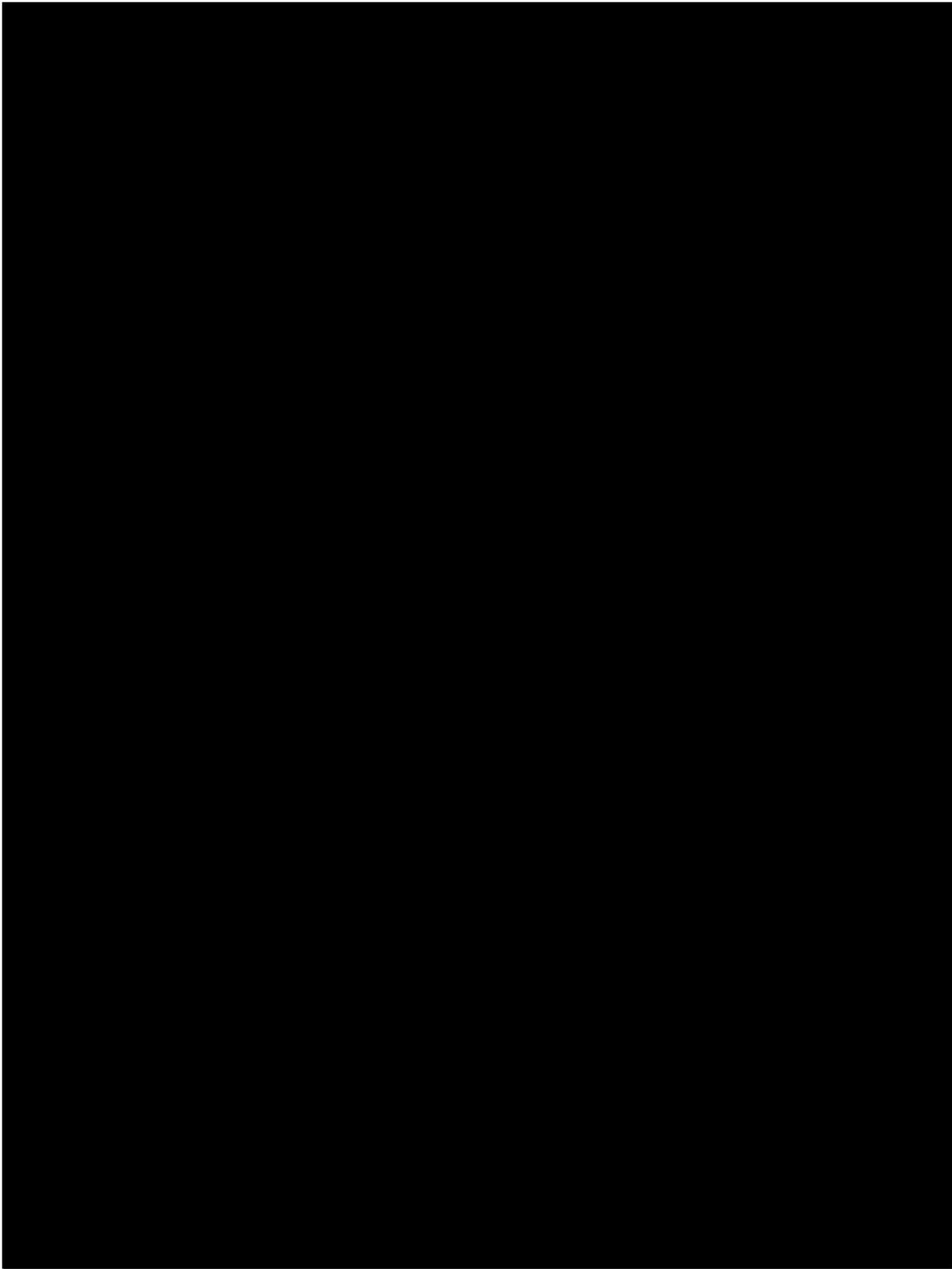
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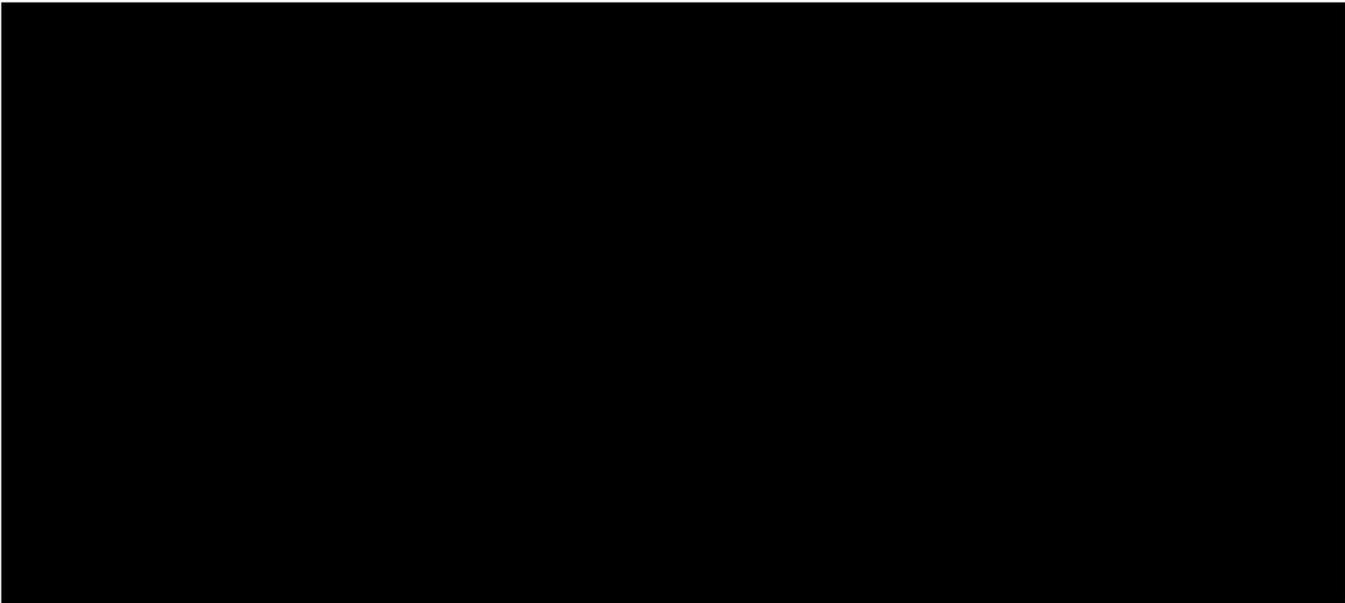
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SECTION 3

SCHEDULE 3 – SPECIFICATION

London Trams – Hanning & Kahl Technical Support, Training and Materials Supply scoping document

LT-C-18-137

Issue 1

February 2019

Prepared by:	Ricky Prescott Track Supervisor	Date:	13/03/2019
Prepared by:	Rob Andrews Systems Manager	Date:	13/03/2019
Prepared by:	Louie Abbott Materials Controller	Date:	02/04/2019
Prepared by:	Alex White Track Engineering Technician	Date:	13/03/2019
Reviewed by:	Paula Callejo Eng (B3) Track Engineering	Date:	02/04/2019
Reviewed by:	Kelemn Wyllie Commercial Manager	Date:	02/04/2019



1. PURPOSE

This document specifies the scope of supply for Hanning & Kahl (H&K) to provide Technical Support, Training and Materials Supply to London Trams. This contract is initially for five years with an option to extend for a further three years.

Abbreviations

Abbreviation	Definition
H&K	Hanning & Kahl
LT	London Trams
SME	Subject Matter Expert
UK	United Kingdom
P-way	Permanent Way

2. Business Unit

London Trams is the business unit within London Rail responsible for delivering the safe, efficient and high performing operation of Croydon Trams. In addition, LT are responsible for the strategic development of improvements to the network.

One of the prime functions of LT is to provide a single point of focus for the ownership and operation of Trams in London of which Croydon Trams is the only system currently in operation. LT is a 28km light rail network serving Croydon, a major population centre in the south of Greater London, and the surrounding areas. Trams have an asset base of £200m, and annual ridership of some 31m and annual revenue of in excess of £17m.

LT is also responsible for delivering future tramway developments, including enhancements and extensions to Croydon Trams and the procurement, construction and operation of new schemes.

3. Description of Services

The objective of this scoping document is to describe and facilitate access to the following requirements and deliverables from H&K outlined below:

1. Technical Support
2. Training
3. Materials Supply including Obsolescence Management

The requirements cover multi-functions within LT which include Systems, Track and Materials. H&K is deemed as the **Subject Matter Expert (SME)** for the point controllers manual Type HN-P and electric point machine Type HWE 61/61.1 AVV-ZVV.

The working language between H&K and LT is English.

3.1 Technical Support

LT requires 24/7 telephone support for fault diagnostic and rectification. This comprises of guarantee telephone assistance during normal working hours between 8 am and 5 pm UK time. In addition to the above H&K will provide a guarantee on-call telephone assistance number outside of these hours to LT. H&K will also provide a service email address to facilitate further technical support.

H&K will provide a remote monitoring system (ConnAct) free of charge for the life of the contract. ConnAct is a system for remote monitoring and diagnosis of infrastructure components by identifying critical conditions in good time. ConnAct consists of the HLUmulti controller, professional connection management and skilled H&K technical staff will keep a constant eye on LT's point controller infrastructure.

LT requires the infrastructure to be inspected once a year as part of preventative maintenance. A service report will be provided to LT within 7 working days outlining components inspected and any adjusted completed, recommendations for wear parts which require replacement and any changes to LT maintenance protocols.

H&K will provide an one-off on-site Technical Support assignment which includes an unexpected trouble-shooting service to LT annually if required. Any further onsite Technical Support will be charged based on the schedule of rates provided by H&K.



3.2 Training

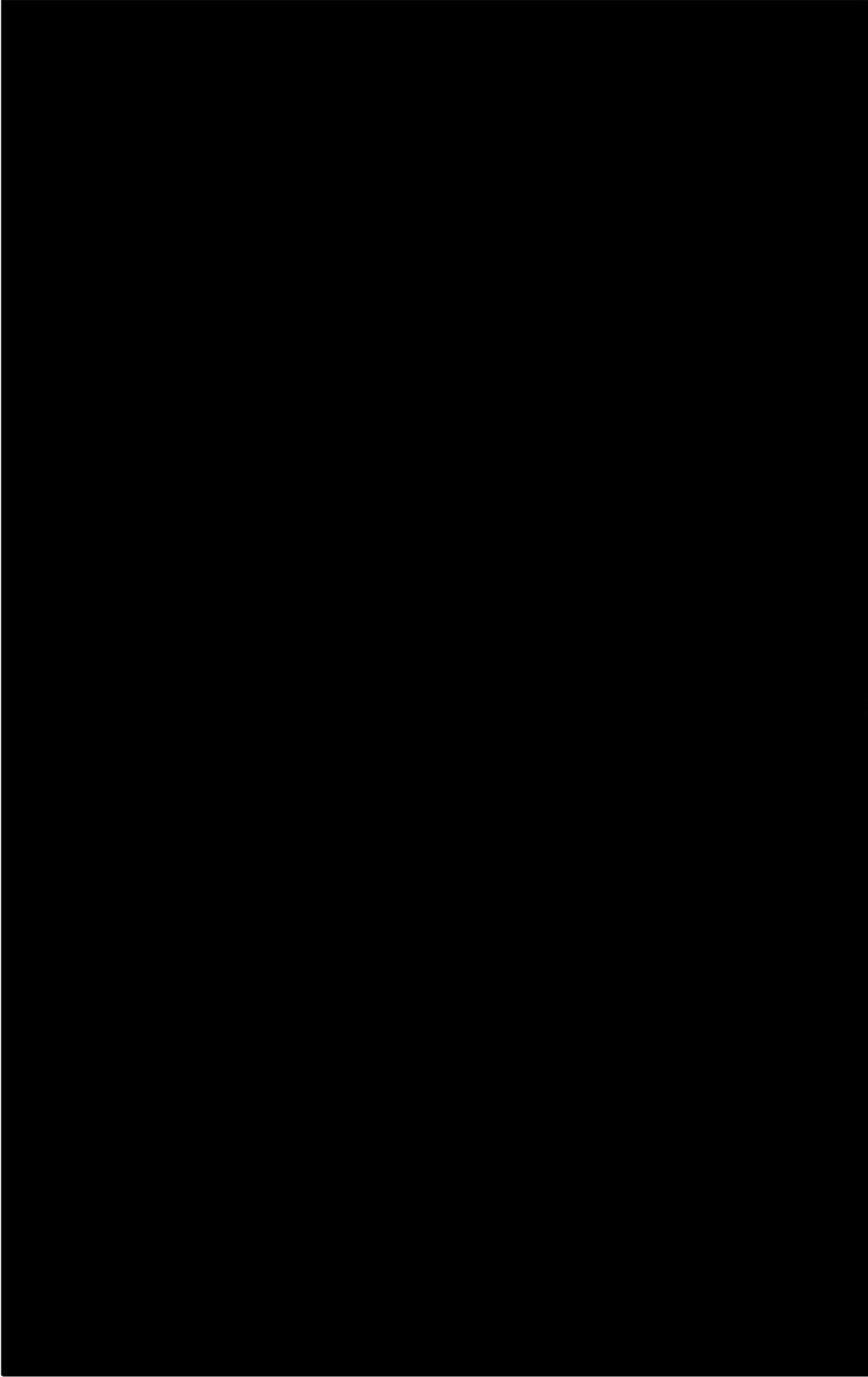
H&K will provide 3 training options for the point controllers: "Basic", "Intensive" and/or "Intensive 2". LT requires 4 training days annually which will be pre-booking 4 weeks in advance. Any further training days will be charged based on the schedule of rates provided by H&K.

3.3 Materials Supply including Obsolescence Management

LT requires a preventive maintenance service of point machines as an alternative to H&K general overhaul. LT will despatch the point controller/point machine(s), (despatched quantities will be based on LT service requirements) to Oerlinghausen, Germany. H&K will disassemble the point controller/point machine(s) at their factory in Oerlinghausen and renew all wear parts, consumables and return the point controller/point machine(s) to LT depot free of charge over the length of the contract.

H&K will ensure that obsolescence is managed as an integral part of all design, development, production and in-service support in order to minimize cost and detrimental impact throughout the point controller/Point machine(s) life cycle. If any part/point controller and or point machine becomes obsolete, H&K will provide an alternative to LT.

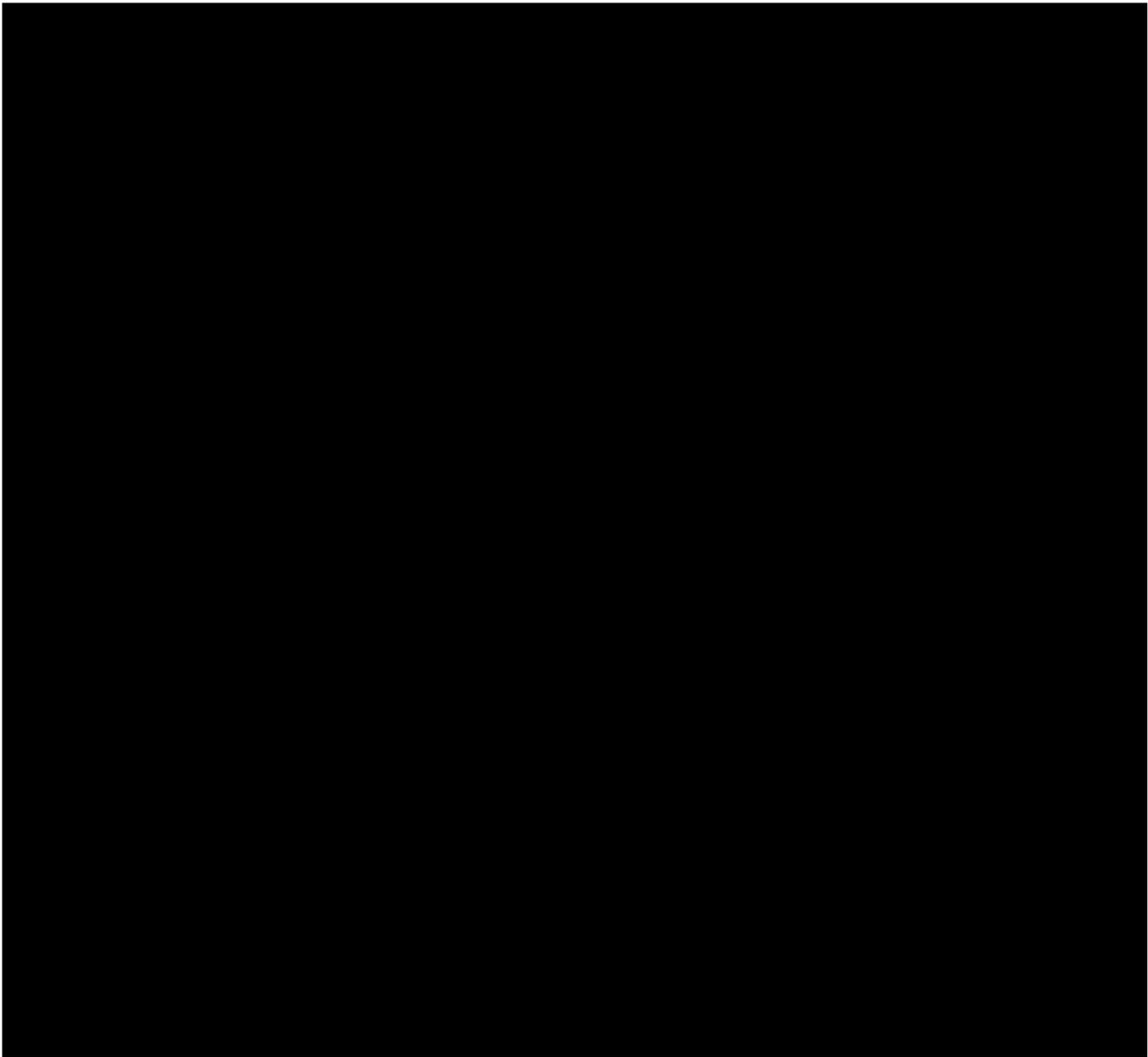
LT requires 100 % guaranteed spare part supply for the term of the contract. If components fail, H&K will supply a replacement at their costs. The following parts are inclusive of the contract



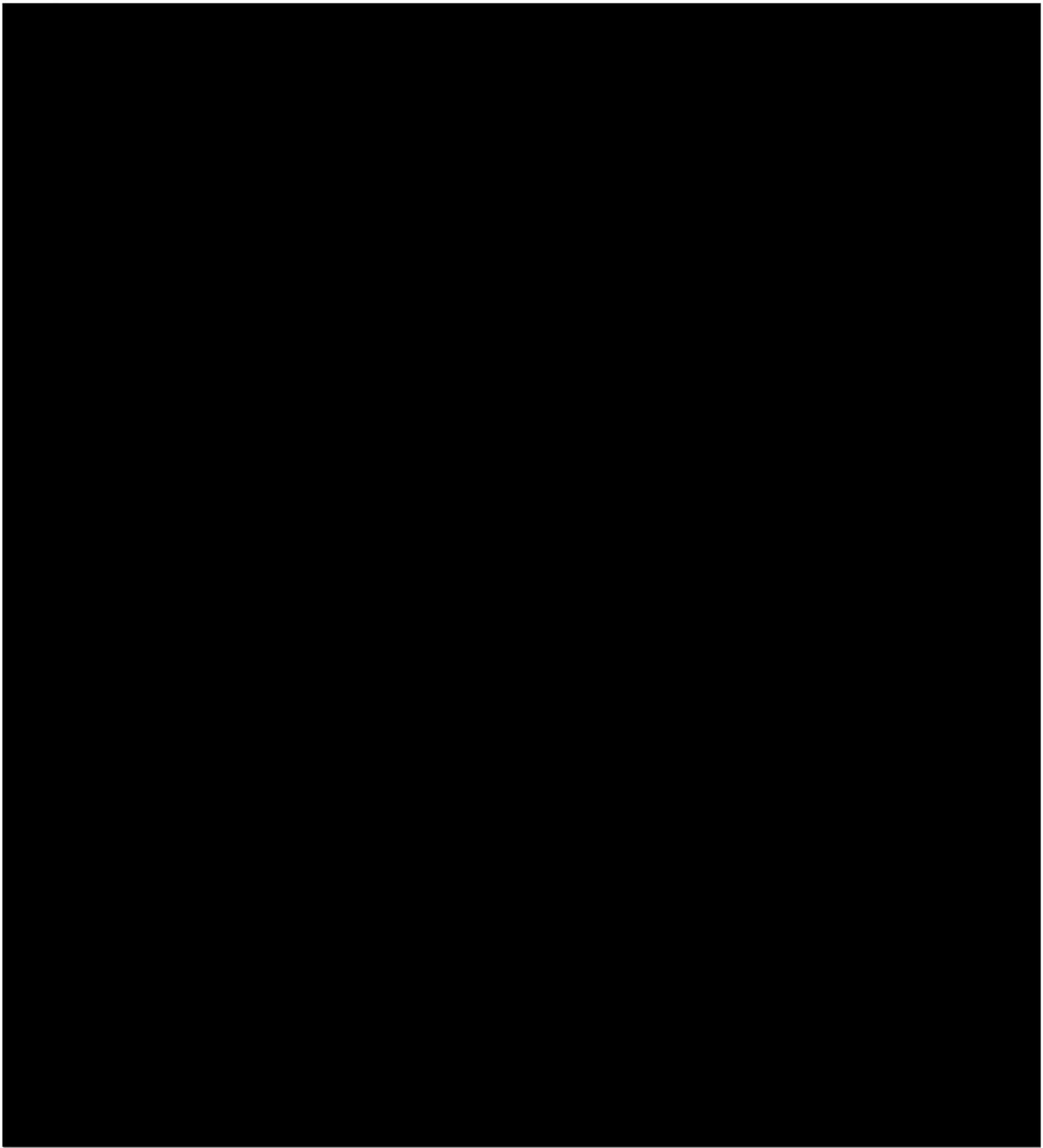
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4. Detailed requirements

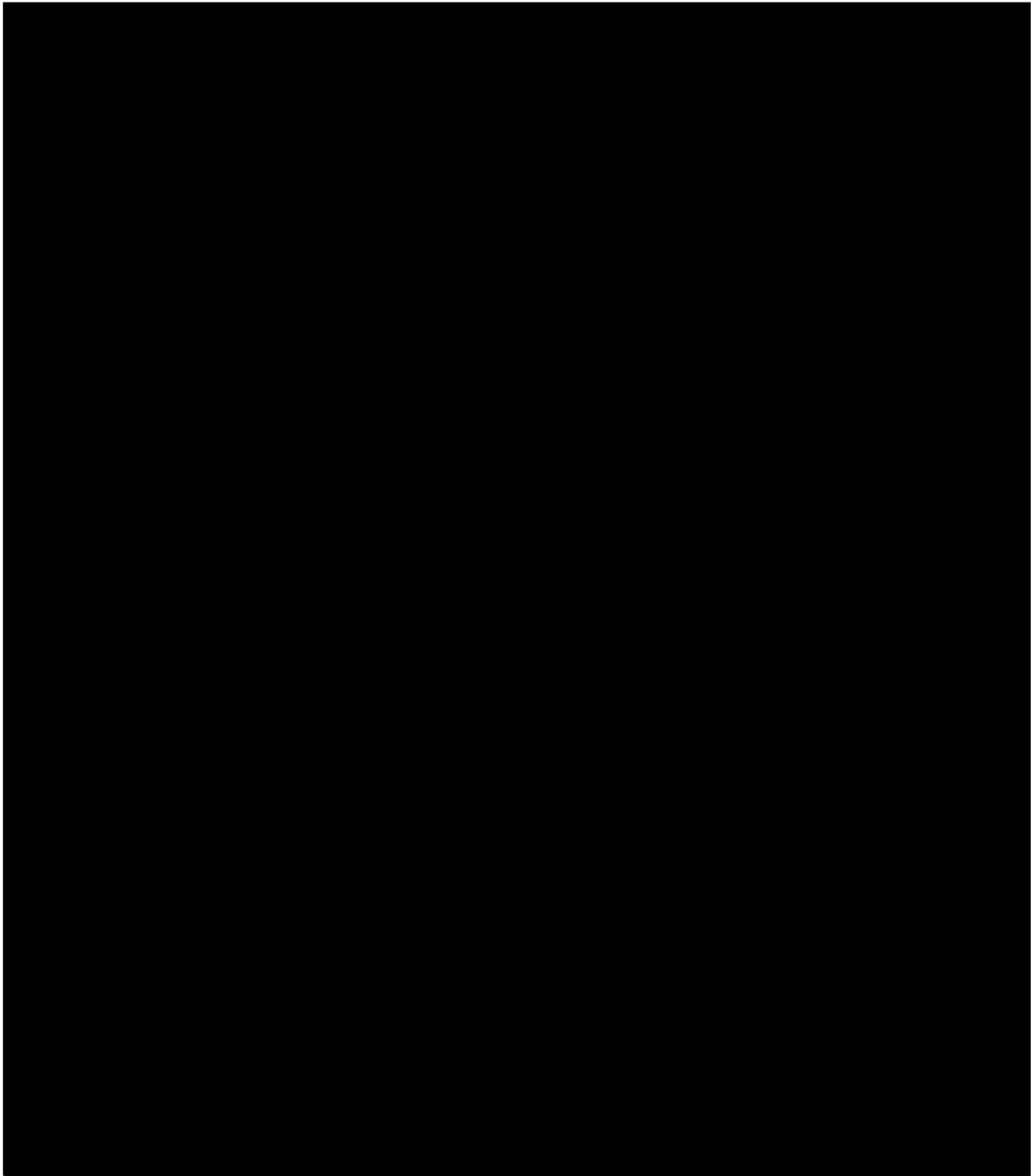
- a) Provision of 24/7 telephone support.
- b) Provision of ConnAct – remote monitoring by H&K.
- c) Provision of Technical Support.
- d) 100% Spares availability for electric point controllers.
- e) Provision of Preventative Maintenance for machines less than 6 years old
- a) Provision of Spares available for sprung mechanisms
- b) Systems Training as required



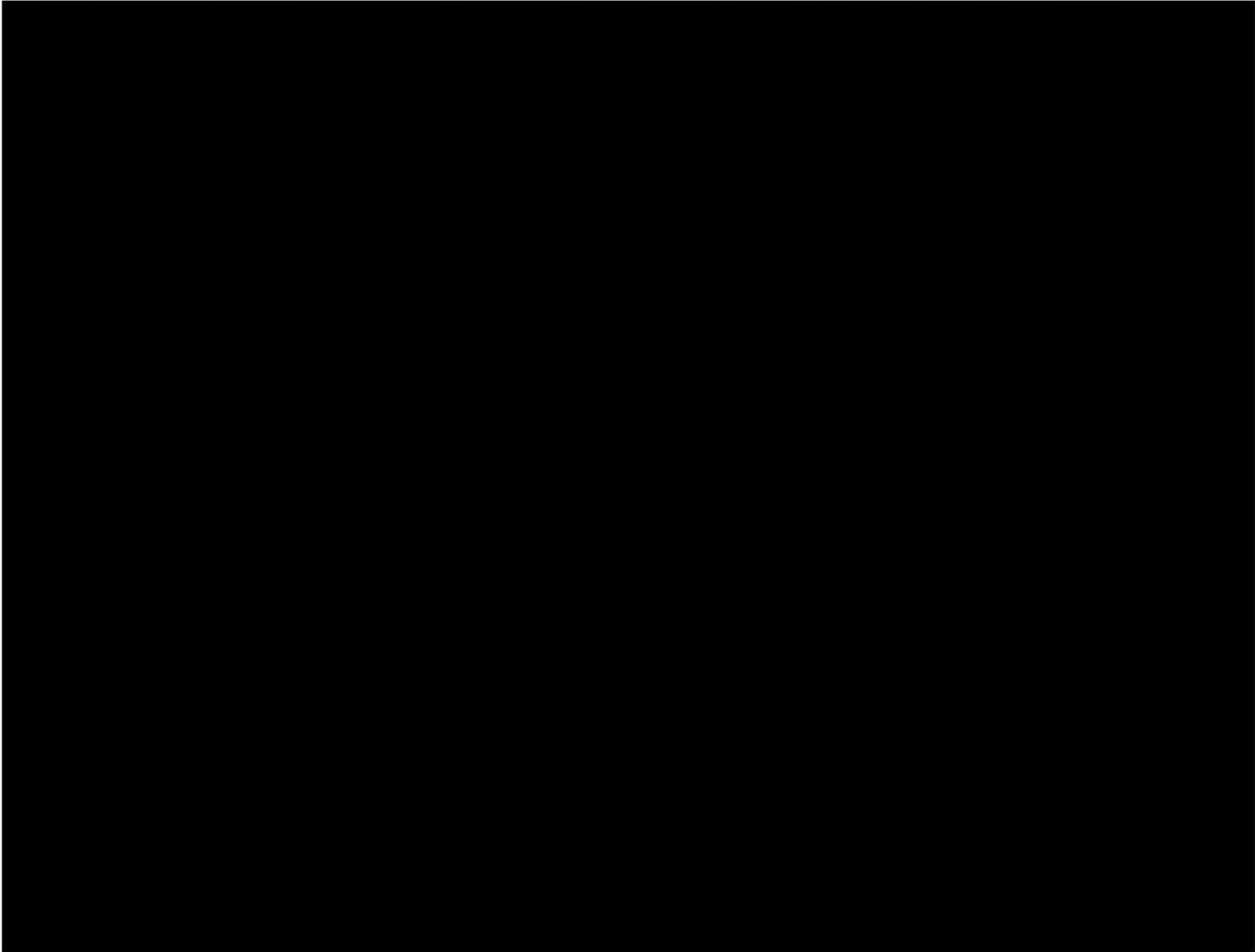
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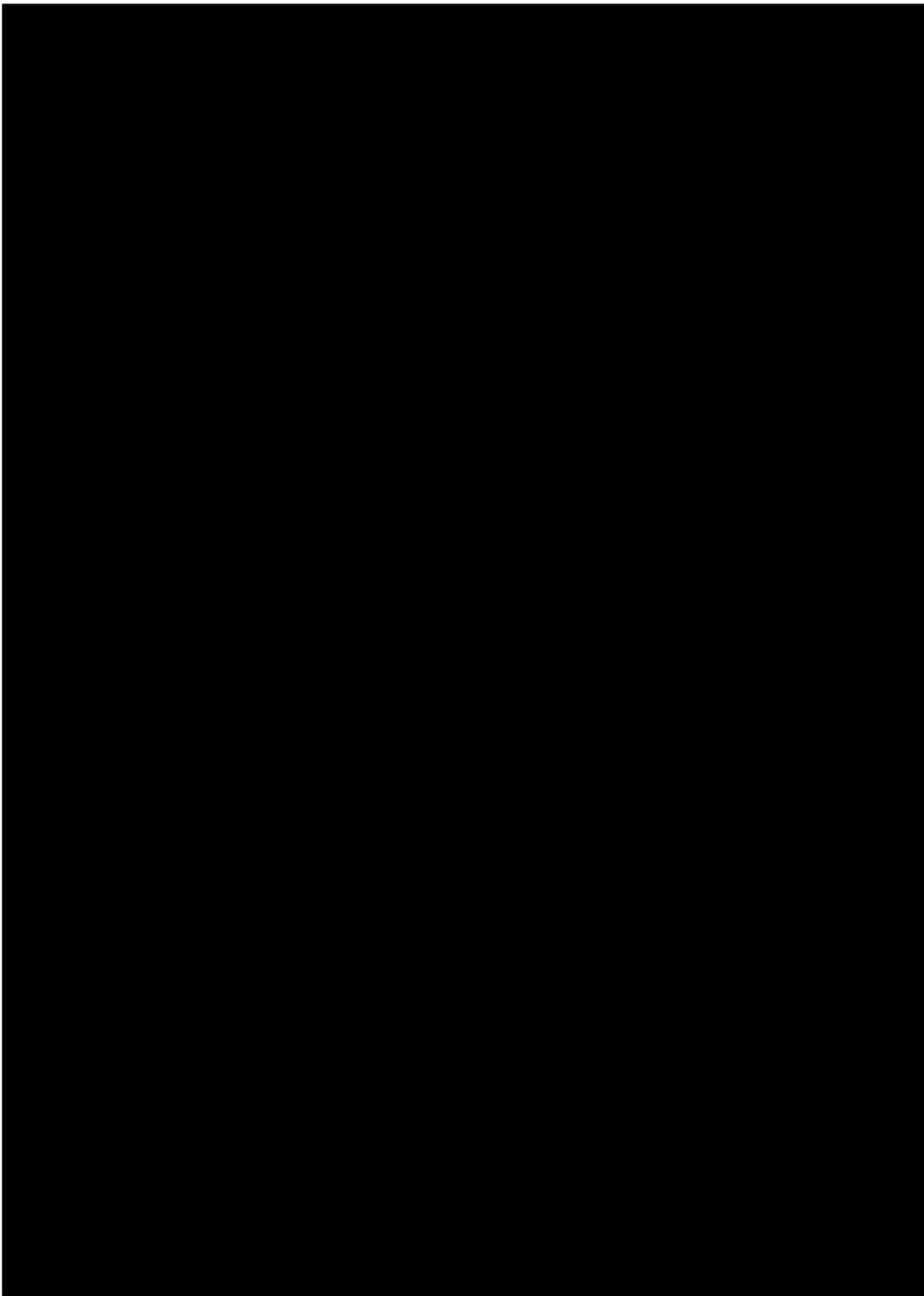
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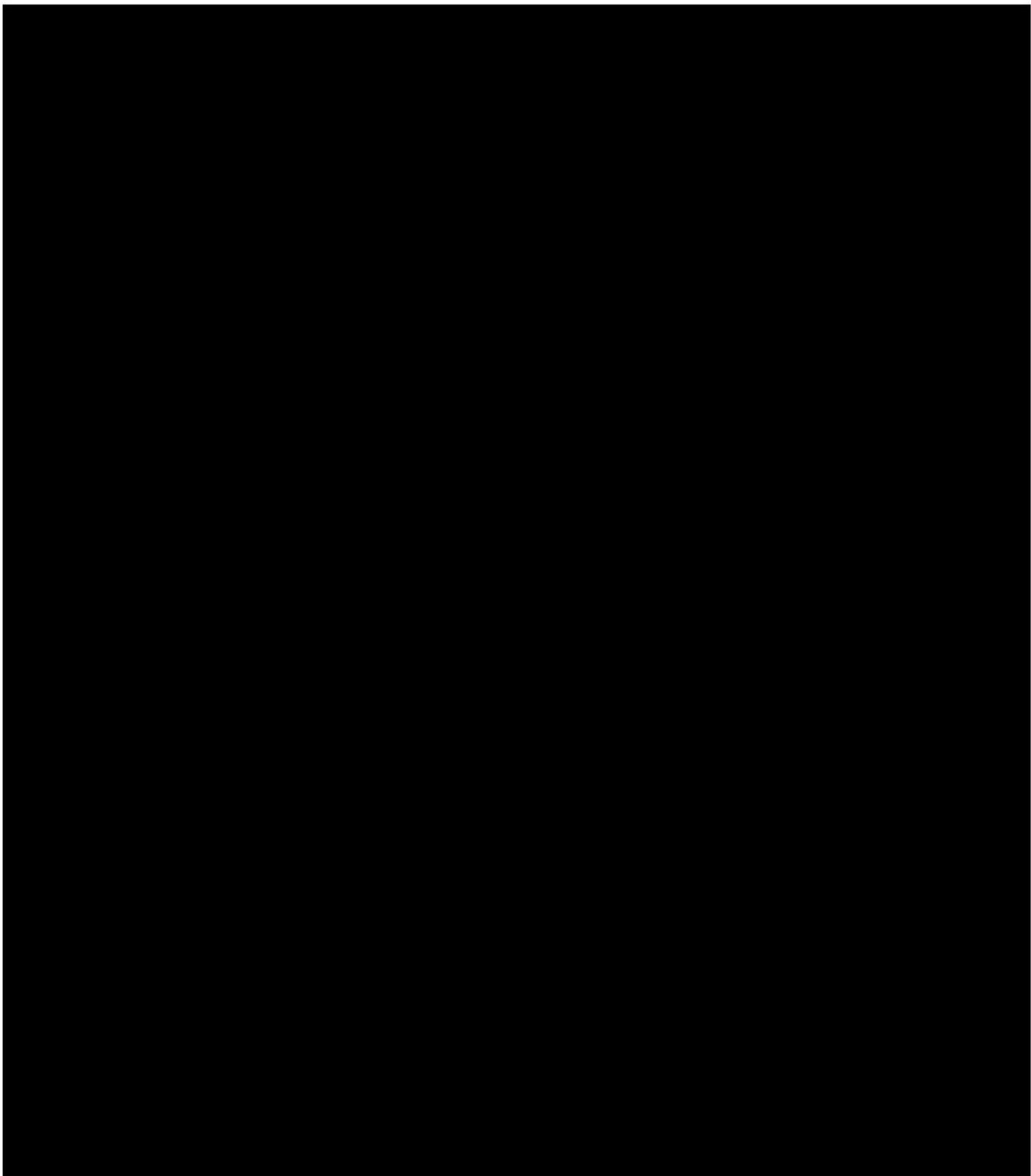


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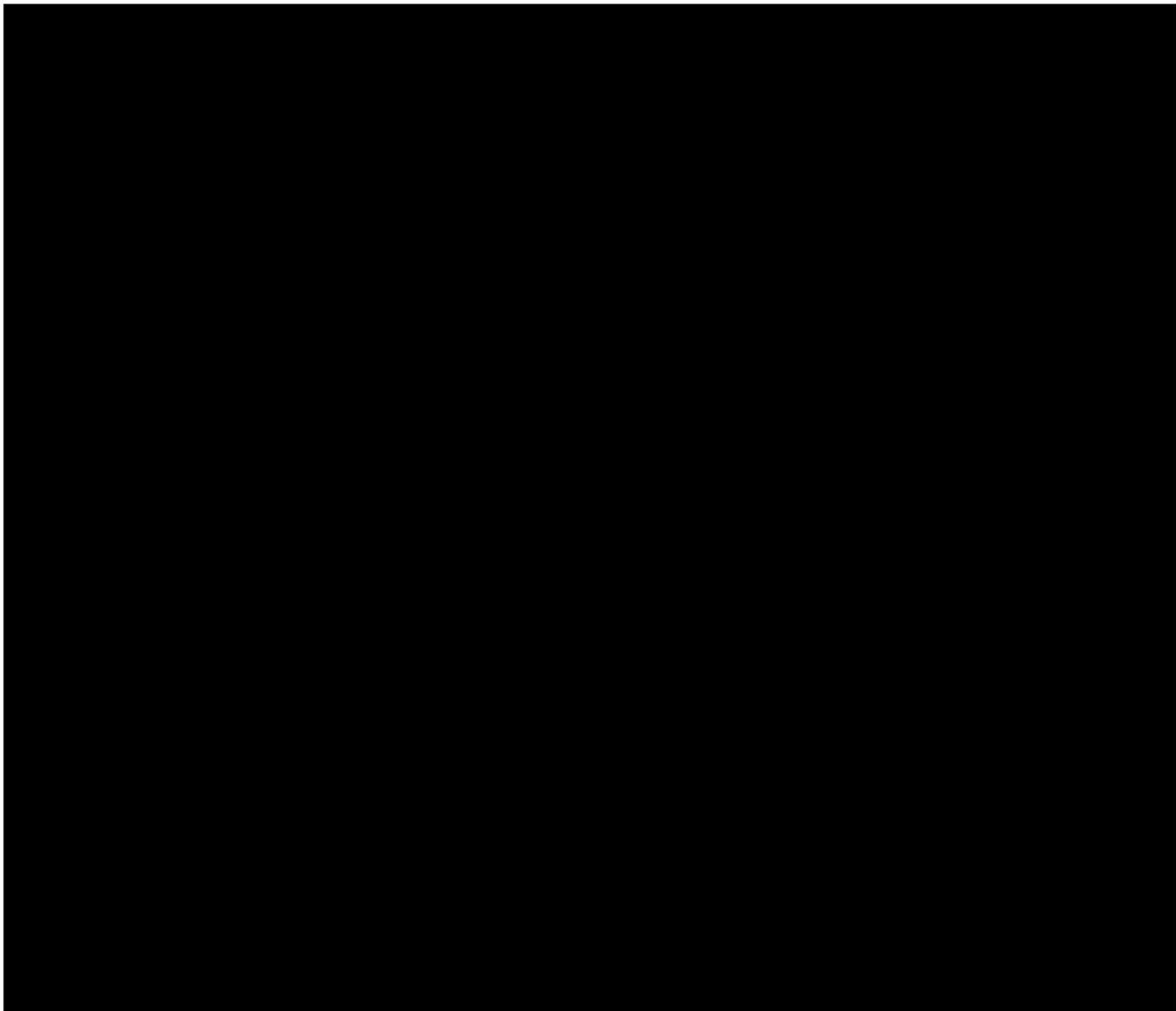


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SECTION 4

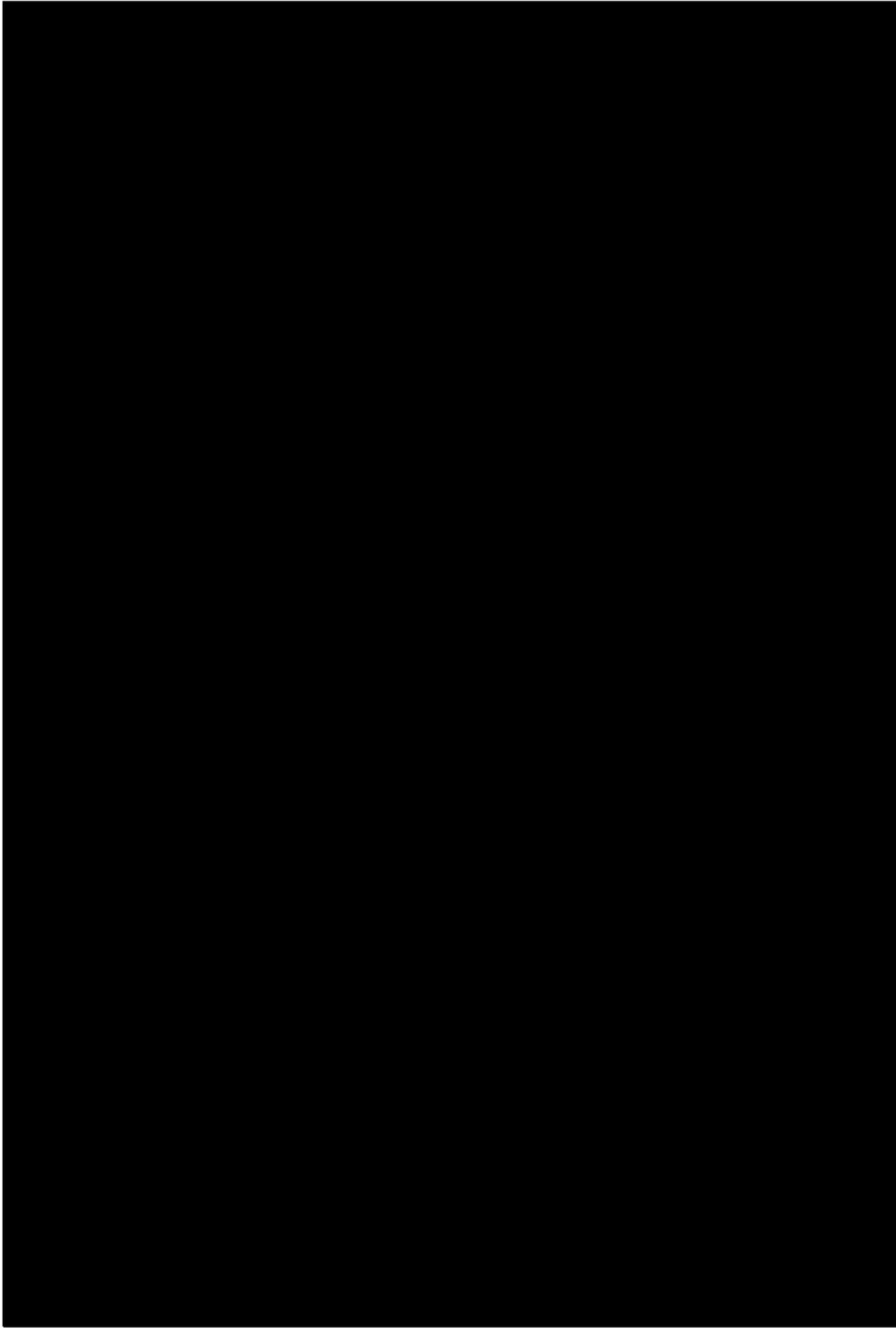


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5 Years costs: €221,200

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SECTION 5

SCHEDULE 5 - PROJECT PLAN

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SECTION 6

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: Tramtrack Croydon Limited (London Trams) and HANNING & KAHL GmbH & Co. KG

Contract Number: LT-C-18-137

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the "**Supply Chain Finance Option**").
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SECTION 7

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

LT-IMS-03-020 Handover Handback

LT-IMS-ENG-105 Handover Handback Procedure

LT-IMS-ENG-106 Assurance of new and altered LT assets

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SECTION 8

SCHEDULE 8 – RE-TENDER COOPERATION

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