

LOT 2: TFL 01127 PROGRAMMABLE LOGIC CONTROLLER MAINTENANCE & SERVICING / FAULT CALL, FOR LIFTS & ESCALATOR, CONTRACT

Between

**TRANSPORT FOR LONDON
(as Authority)**

And

[SUPPLIER DETAILS TO BE INSERTED]

Z-TECH CONTROL SYSTEMS LIMITED Company Number 03353499

For the supply of Programmable Logic Controller Maintenance & Servicing / Fault
call, for lifts & Escalator

Contract Reference Number TfL 01127

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THIS DEED

is made on Thursday July 26th, 2019.

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, (the "Authority" which expression shall include its successors, transferees and assignees), a statutory corporation established under the Greater London Authority Act 1999 55 Broadway LONDON, SW1H 0BD ; and
- (2) **Z-TECH CONTROL SYSTEMS LIMITED** (the "Supplier"), a company registered in England and Wales under number 03353499 and having its registered office at **Unit 4 Meridian Buckinghamway Business Park, Anderson Raod Swavesey, Cambs, England, CB24 4AE.**

(each a "Party" and together the "Parties").

BACKGROUND

- (A) Pursuant to a notice published in the Official Journal of the European Union in 04/02/2019 reference 2019/S 024-053983, the Authority invited expressions of interest from appropriately qualified organisations for services relating to the provision of the Services (as defined in Clause 1 below).
- (B) The Supplier has submitted proposals to the Authority setting out how it will perform the Services as required by this Contract.
- (C) The Authority has selected the Supplier as the most economically advantageous tenderer to provide the Services pursuant to this Contract.
- (D) Therefore, the Authority has agreed to buy and the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.
- (E) This Contract may be utilised by the Authority or any other member of the TfL Group.

THIS DEED WITNESSES as follows:

PART 1: INTERPRETATION

1. Definitions and Interpretation

- 1.1 In this Contract, the following definitions shall have the following meanings:

"Abatement" has the meaning given to it in Schedule 11 (Performance Measurement).

"Additional Works" has the meaning given to it in Part 1 of Schedule 6 (Additional Works).

"Affected Party" means the Party affected by a Force Majeure Event.

"Affiliate" means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded.

"Applicable Laws" means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) at any time or from time to time in force in the United Kingdom and which are or may become applicable to this Contract, any agreement or document referred to in this Contract, or for the performance of the Services.

"Asset Management System" means the Authority's asset management system used for the planning, recording and management of maintenance work and any updates to the system from time to time.

"Authority Party" means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Authority acting in the course of his office or employment or appointment (as appropriate), but excluding the Supplier and any Supplier Parties.

"Authority's Representative" means the person appointed by the Authority and named as such in Schedule 1 (Detailed Terms).

"BAFO" means 'best and final offer'.

"Cessation Plan" means a plan agreed between the Parties or determined by the Authority in accordance with Clause 75.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

"Change of Control" when applied to any person, shall be treated as occurring if any other person, or any other persons who together at the date of this Contract, Control such person subsequently ceases or together cease to Control it or if after the date of this Contract any person, or persons together, which did not have Control of that person at the date of this Contract but at any time thereafter acquire(s) Control of that person.

"Commencement Date" means the date specified as such in Schedule 1 (Detailed Terms).

"Competent Authority" means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the Parties in connection with the performance of this Contract.

"Confidential Information" means any information given orally or in writing which is a trade or business secret or method; technical know-how; personal data which relates to a living individual who can be identified from that information; information relating to

any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Authority's obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a Party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

"Consequential Loss" means in relation to a breach of this Contract or other circumstances in which a Party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the Party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach.

"Contract" means this contract made between the Authority and the Supplier.

"Contract Information" means (i) this Contract in its entirety (including from time to time agreed changes to this Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 17.1 which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

"Contract Mobilisation and Transition Plan" means the plan set out in Appendix 1 (Contract Mobilisation and Transition Plan) to Schedule 16 (Mobilisation Requirements).

"Contract Price" means the price stated in Schedule 1 (Detailed Terms).

"Contract Reference Number" means the number shown on the front page of this Contract.

"Contract Variation Procedure" means the procedure set out in Schedule 6 Part A (Contract Variation Procedure).

"Contract Year" means each period of 12 consecutive calendar months starting on the Services Commencement Date.

"Control" means, in relation to a body corporate, the ability of a person (or any persons acting together) to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person (or those persons), and a person (or persons) shall be deemed to have Control of a body corporate (amongst other things) if, directly or indirectly, that person possesses or is entitled to acquire (or those persons possess or are entitled to acquire): (i) the majority of the issued share capital in that body corporate; or (ii) the majority of the voting rights in that body corporate; or (iii) the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding-up; or (iv) the right to appoint a majority of the directors to the board of that body corporate, and "Controlling", "Controlled" and "Controller" shall be construed accordingly.

"Data Protection Legislation" means:

- (A) any legislation from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (B) 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 (the "General Data Protection Regulation");
- (C) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data (as such terms are defined in section 1(1) of the Data Protection Act 1998); and
- (D) any statutory codes of practice issued by the Information Commissioner's Office of the United Kingdom in relation to such legislation.

"Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to this Contract made by a court of competent jurisdiction in accordance with Regulation 98(2)(a) or Regulation 103(3) of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

"Disclosed Data" means information relating to the provision of the Services disclosed to the Supplier and its shareholders and advisers before the date of this Contract including the Invitation to Tender.

"Dispute" has the meaning given to that term in Clause 64.

"Documentation" means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of this Contract and whether in paper form or stored electronically.

"Emergency" means an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services.

"Energy Technology List" means the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme;

"Enhanced Capital Allowance" means the enhanced capital allowance scheme for energy saving technologies (first published on 15 October 2015) as amended from time to time by the Department for Business, Energy & Industrial Strategy and "Enhanced Capital Allowances" shall be construed accordingly.

"Environmental Claim" means receipt by the Authority in connection with any pollution or contamination of the environment of:

- (A) any written claim, demand, suit or notice from a third party, including a Regulatory Authority ("Regulatory Authority" means any government entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (B) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Authority unless the Authority agrees to carry out Remediation voluntarily).

"Environmental Law" means all and any laws, including common law, legislation, codes of practice, notices, judgments, decrees, Regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

"Escalation Procedure" has the meaning given to it in Schedule 11 (Performance Measurement).

"ETI Base Code" means the ETI Base Code referred to in Clause 34 and set out in Appendix 1 to Schedule 14 (Responsible Procurement) of the Contract.

"Excepted Liabilities" means the liability of the Supplier for:

- (A) any Abatement levied in accordance with this Contract;
- (B) any costs of the Supplier of performing its obligations under this Contract, including but not being limited to the costs of re-performing the Services as required by Clause 19.3;
- (C) any compensation on termination amounts pursuant to Clause 44.2;
- (D) any taxes, whether payable under any Applicable Laws or pursuant to this Contract
- (E) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach of or failure to maintain such insurance);
- (F) Losses caused by fraudulent acts, including fraudulent misrepresentation or acts of a criminal nature;
- (G) Losses caused by the Supplier committing a Prohibited Act or Safety Breach;

- (H) loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Authority or for which it is responsible);
- (I) claims made against the Authority by third parties (whether under contract, tort, breach of statutory duty or otherwise);
- (J) any Losses against which the Authority is indemnified under Clause 30;
- (K) any Losses against which the Authority is indemnified under Clause 36.9;
- (L) death or personal injury caused by the Supplier's negligence or that of its personnel; and
- (M) any interest due as a result of any late payments of any of the Excepted Liabilities.

"Expiry Date" means the date specified as such in Schedule 1 (Detailed Terms), as may be extended pursuant to the provisions of Clause 2.2.

"Existing Contracts" means any and all contracts, whether current, expired or terminated, pursuant to which goods or services have been supplied or provided by the Supplier (in the capacity of contractor or sub-contractor) to the Authority or any member of the TfL Group.

"Final Warning Notice" has the meaning given to it in Clause 43.3.

"Financial Year" means 1st April to 31st March each year.

"Force Majeure Event" means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a Party affected by such an event or circumstances and which have an adverse effect on the Party affected by such an event or circumstances and such Party's ability to perform its obligations under this Contract and is not an event or circumstances (i) whose effect the Party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under this Contract or (ii) which the Party affected by such an event could reasonably have avoided or provided against:

- (A) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, civil unrest, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (B) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (C) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;

- (D) lightning, earthquake or extraordinary storm;
- (E) fire;
- (F) tunnel collapse;
- (G) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; or
- (H) strikes, lock outs or other industrial action being in each case industry-wide.

"Free Issue Materials" means materials, apparatus and components supplied by the Authority to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under this Contract.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time from a skilled, competent and experienced contractor seeking in good faith to comply with all its contractual obligations and all Applicable Laws (whether or not binding on the Authority), and engaged in the same type of undertaking and under the same or similar circumstances as those envisaged by this Contract.

"GLA Act" means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

"Greater London" has the meaning ascribed to it in the GLA Act.

"Harassment, Bullying and Discrimination Policy" means the policy of the same name maintained by the Authority (and available on request);

"Infrastructure Manager" has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

"Intellectual Property Rights" means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

"Interest Rate" means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1 (Detailed Terms).

"Invitation to Tender" or "ITT" means the invitation to tender issued on April 17th, 2019. through the TfL e-tendering portal under OJEU ID: 2019/S 024-053983.

"Key Personnel" means Supplier Personnel identified as such in Schedule 17 (Key Personnel) and any changes to the same that are made in accordance with Clause 31.

"London Living Wage" means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Mayor or any other relevant Competent Authority.

"Losses" means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments incurred by the Authority, its employees or agents (which, for the avoidance of doubt, shall include a Replacement Employer).

"Mayor" means the person from time to time holding the office of Mayor of London as established by the GLA Act.

"Mobilisation Cost" means the total amount set out in the column headed Total Cost under Part B (Mobilisation) of the Summary of the Pricing Matrix.

"Necessary Consents" means any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Supplier's obligations under this Contract, including booking access in accordance with Schedule 4 (Access) in order to undertake the Services and including those required in order to comply with Applicable Laws, Standards or as a result of the rights of any third party.

"Notice to Proceed" has the meaning given to that term in Clause 47.2(B).

"Notified Sum" has the meaning given to that term in Clause 17.4.

"Occasion of Tax Non-Compliance" means:

- (A) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (1) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; and/or
 - (2) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent of similar regime; and/or
- (B) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

"Operator" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

"Payment Application" has the meaning given to that term in Clause 17.1.

"Period" means the Authority's accounting periods as notified from time to time by the Authority to the Supplier, each such Period being of between 25 and 32 days and one of 13 periods during the Authority's Financial Year.

"Persistent Breach" means a breach for which a Final Warning Notice has been issued, which has continued for more than ten (10) Working Days or recurred in three (3) or more months within the six (6) month period after the date on which such Final Warning Notice is served on the Supplier.

"Personal Data" has the meaning given to it in the Data Protection Legislation.

"Pre-Qualification Questionnaire" means the pre-qualification questionnaire issued on February 2nd, 2019 through the TfL e-tendering portal under OJEU ID: 2019/S 024-053983...

"Processing" or "processing" has the meaning given to it in the Data Protection Legislation.

"Prohibited Act" means:

- (A) offering or agreeing to give to any servant, employee, officer or agent of the Authority any gift or consideration of any kind as an inducement or reward:
 - (1) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Authority; or
 - (2) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority; or
- (B) entering into this Contract or any other contract with the Authority with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before this Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority; or
- (C) committing an offence:
 - (1) under the Bribery Act 2010;
 - (2) under legislation creating offences in respect of fraudulent acts; or
 - (3) at common law in respect of fraudulent acts,

in relation to this Contract or any other contract with the Authority; or

(D) defrauding or attempting to defraud the Authority.

"Public Procurement Termination Event" means:

- (A) the Contract has been subject to any substantial modification which would require a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 or Regulation 88(8) of the Utilities Contracts Regulations 2016; or
- (B) if the Authority determines that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations contained under the EU Treaties and applicable procurement Regulations.

"Quarter" means respectively each or all of Periods 1 to 4, 5 to 7, 8 to 10 and 11 to 13 in each Contract Year, and "Quarterly" will be construed in line with this definition.

"QUENSH" has the meaning given to it in Schedule 7.

"Regulations" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

"Relevant Tax Authority" has the meaning given to it in the Cabinet Office Procurement Policy Note: Measures to Promote Tax Compliance - Action Note 06/13 dated 25 July 2013.

"Relief Event" has the meaning given to it in Clause 29.

"Remediation" means any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions).

"Replacement Employer" has the meaning given to it in Clause 30.

"Responsible Procurement Policy" means the policy document entitled the "GLA Group Responsible Procurement Policy" dated March 2006, updated in January 2008 and as may be amended.

"Safety Breach" means a material breach of any obligation under this Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the TfL Network and/or Sites or the safety of the Authority's customers, staff or any other person.

"Services" means the services stated in the Specification or any other part of this Contract to be performed by the Supplier under this Contract and any services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Services and/or anything necessary to comply with them and which may reasonably be inferred from this Contract.

"Services Commencement Date" means the date specified as such in Schedule 1 (Detailed Terms).

"Site" means the work areas detailed in Schedule 1 (Detailed Terms) and/or the Specification and such other work areas as the Authority may allow the Supplier to access (subject to and in accordance with Clause 21) in order to perform the Services.

**"SPECIFICATION" MEANS THE DESCRIPTION OF THE SERVICES TO BE PROVIDED
BY THE SUPPLIER IN ACCORDANCE WITH THIS CONTRACT CONTAINED IN**

Schedule 3 (Specification).

"Standards" means the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated codes of practice required by the Authority for the Supplier to perform the Services in accordance with Good Industry Practice. A full set of current Standards is available for the Supplier's use on-line at the 'LU Standards' e-library or as notified to the Supplier.

"Sub-Contract" means a contract between the Supplier and a Sub-Contractor.

"Sub-Contractor" means a sub-contractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Services (or any part of them).

"Supplier Default" has the meaning given to it in Clause 43.

"Supplier Party" means:

- (A) an officer, servant or agent of the Supplier or any Affiliate of the Supplier and any officer, servant or agent of such a person;
- (B) any Sub-Contractor of the Supplier, and any of their officers, servants or agents; and
- (C) any person on or at any Site at the express or implied invitation of the Supplier (other than a Authority Party).

"Supplier Personnel" means all employees, agents or consultants of the Supplier and the Supplier's Sub-Contractors from time to time.

"Supplier's Representative" means the person appointed by the Supplier and named as such in Schedule 1 (Detailed Terms).

"Termination Notice" means a notice of termination issued in accordance with this Contract.

"TfL" or "Transport for London" means Transport for London, a statutory body set up by the GLA Act.

"TfL Group" means TfL and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.

"TfL Network" means the assets owned, or used by, and/or the services provided by or on behalf of, any member of the TfL Group and "TfL Network" includes the Underground Network.

"Third Party Licence" means any third party licences, consents and permissions required to permit the Supplier to use the Asset Management System.

"Transparency Commitment" means the Authority's commitment to publish its contracts, tender documents, and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority's own published transparency commitments.

"Underground Network" means the stations and depots (wherever situate), assets, systems, track, and other buildings which are used in the maintenance and provision of the underground service known as "London Underground".

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto, or in any primary or secondary legislation promulgated by the European Union or any official body or agency of the European Union, and any similar sales, consumption or turnover tax replacing or introduced in addition to the foregoing.

"Variation Order" means the written authorisation from the Authority to a Variation Proposal in accordance with the Contract Variation Procedure.

"Variation Proposal" means the written proposal put forward by the Authority or the Supplier to vary this Contract in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 (Form of Variation Proposal/Variation Order) to Schedule 6 Part A (Contract Variation Procedure).

"Water Technology List" means the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme.

"Working Day" means any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday.

- 1.2 The headings in this Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and the masculine includes the feminine and vice versa.
- 1.4 Any reference to "writing" means a communication consisting of words in any legible and visible form, including words produced by any form of electrical or mechanical means and in typed, electronic or printed format as well as in manuscript, and "written" shall be construed accordingly.
- 1.5 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to this Contract and references to this Contract include its recitals and Schedules.
- 1.6 References to (or to any specified provision of) this Contract or any other document shall be construed as references to this Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of this Contract or the document in question.
- 1.7 A reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-

enacted.

- 1.8 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.9 Any obligation on a Party to do or not do any act, matter or thing includes an obligation to procure that it is done or not done (as the case may be).
- 1.10 Words preceding the words "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.11 In the event that a conflict, ambiguity or inconsistency exists between the Clauses of this Contract and the Schedules or between any of the Schedules, then (save as expressly provided in this Contract) the order of precedence shall be as follows:
 - (A) the Clauses of this Contract;
 - (B) the Schedules to this Contract (equal priority, but subject to this Clause 1.11); and
 - (C) any other document referred to in, or incorporated by reference into, this Contract.
- 1.12 If there is any inconsistency between any diagram and any text, the text shall take precedence.
- 1.13 In the event of any inconsistency between the Schedules and the Parts, Annexes or Appendices thereto, the Schedules shall prevail.
- 1.14 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Authority, nor the failure of the same shall, unless otherwise expressly stated in this Contract, relieve the Supplier of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
- 1.15 Where this Contract contemplates that the Authority may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, the Authority may make such election, determination, approval, rejection, consent, nomination, appointment, decision, specification, permission or consideration in its absolute discretion without being required to give reasons, unless this Contract expressly requires otherwise.
- 1.16 Where this Contract contemplates that the Authority may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, this means in advance and in writing in order for the Supplier to be able to place reliance on it.
- 1.17 This Contract was drafted with the joint participation of the Parties and no provision of

this Contract will be construed adversely to a Party solely on the ground that such Party was responsible for the preparation of this Contract or that provision.

- 1.18 Where used in any part of this Contract the phrase "reasonable endeavours" shall be taken to mean an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:
- (A) a responsible and sufficiently funded contractor acting in accordance with Good Industry Practice (in the case of the Supplier); or
 - (B) a responsible customer receiving the Services (in the case of the Authority).

PART 2: CONTRACT MANAGEMENT AND COMMENCEMENT

2. Duration and Option to Extend

- 2.1 This Contract and the rights and obligations of the Parties (excluding the obligations of the Supplier to provide the Services but including the Supplier's obligation to comply with Schedule 16 (Mobilisation Requirements) and the Contract Mobilisation and Transition Plan) shall take effect on the Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2. The obligation of the Supplier to provide the Services shall take effect on the Services Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date.
- 2.2 The Authority shall at its sole option be entitled at any time prior to the date falling no later than twelve (12) months prior to the Expiry Date to serve notice on the Supplier of its decision to extend this Contract for a period of up to twenty-four (24) months ("the Extension Period") either in respect of all or part of the Services.
- 2.3 The provisions of this Contract shall continue to apply mutatis mutandis to any such extension of this Contract (other than Clause 2.2 containing the option to extend and subject to any variations as may be agreed by both Parties).
- 2.4 Save as otherwise may be agreed, the Contract Price at the start of the Extension Period shall be the Contract Price in the immediately preceding twelve (12) months prior to the Extension Period.
- 2.5 On receipt of notice further to Clause 2.2 from the Authority by the Supplier, this Contract shall be deemed extended accordingly.

3. Due Diligence

- 3.1 The Supplier acknowledges and agrees that the Authority has delivered or made available the Disclosed Data and that the Supplier has:
- (A) satisfied itself of all details relating to the Specification;
 - (B) satisfied itself as to the assets to which it will acquire rights and the nature and extent of the risks assumed by it under this Contract;
 - (C) gathered all information necessary to perform its obligations under this Contract and other obligations assumed, including:
 - (1) information as to the nature, location and condition of all relevant land (including hydrological, geological, geo-technical and sub-surface conditions);
 - (2) information relating to all relevant archaeological finds, areas of archaeological, scientific or natural interest;
 - (3) information relating to local conditions and facilities and the quality of existing structures;

- (4) obtaining all surveys, information and any and all data and any supporting documentation necessary for carrying out its obligations under this Contract; and
 - (5) raising and obtaining answers to all relevant due diligence questions with the Authority before the date of this Contract.
- 3.2 The Authority shall not be liable for any costs arising from the Supplier's failure to perform its obligations under this Clause 3 or from any actual or perceived lack by the Supplier of information or knowledge.
- 3.3 The Supplier shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority on grounds that any information, whether obtained from the Authority or otherwise (including information made available by the Authority), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.
- 3.4 The Supplier acknowledges, represents and warrants that:
 - (A) the Authority has relied upon the Supplier's expertise and professionalism in the carrying out of all due diligence activities in relation to this Contract including the requesting of and verification of all Disclosed Data; and
 - (B) the Disclosed Data, together with the Supplier's own expertise and knowledge of the Authority's operations, are sufficient to enable the Supplier to satisfy itself:
 - (1) as to the scope and nature of the Services to be provided; and
 - (2) that it is able to perform its obligations under this Contract.
- 3.5 The Supplier shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the Authority as a result of:
 - (A) the Supplier misinterpreting any matter or fact relating to the Specification or this Contract; or
 - (B) the Supplier having failed to review the Disclosed Data or any documents referred to in the Disclosed Data.
- 3.6 Subject to Clause 3.7, no warranty, representation or undertaking (whether express or implied) is given by the Authority as to the relevance, accuracy, completeness, adequacy or fitness for purpose of any Disclosed Data or that such information constitutes all of the information relevant or material to the Specification and the Services. The Supplier represents and agrees that it has placed and will place no reliance on the Disclosed Data and that it has made its own enquiries to satisfy itself as to the accuracy, adequacy and completeness of the Disclosed Data supplied to it in connection with this Contract. Accordingly, the Supplier shall not be relieved from any obligation under this Contract in connection with:

- (A) the supply and the content of any Disclosed Data; and
 - (B) any representations or statements made in respect of any Disclosed Data, and all liability on the part of the Authority in connection with the matters set out at Clauses 3.5(A) and 3.5(B) is excluded to the extent permitted by Applicable Laws.
- 3.7 Nothing in this Clause 3 shall exclude any liability which the Authority or any of its agents or employees would otherwise have to the Supplier in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the Commencement Date.

4. Supplier Warranties

4.1 The Supplier warrants to the Authority that:

- (A) it is properly constituted and incorporated under the laws of England and Wales and has all necessary authority, power and capacity to enter into this Contract, and that this shall remain the case until the Expiry Date;
- (B) it has entered into and executed this Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and constitutional documents and all necessary corporate and other actions required to authorise the execution of, and the performance of its obligations under, this Contract have been taken by the Supplier and this Contract is executed on behalf of the Supplier by a duly authorised representative of the Supplier;
- (C) it has the right to grant to the Authority and any member of the TfL Group all licences (including without limitation all rights to sub-licence) of all and any Intellectual Property Rights as contemplated in this Contract and such Intellectual Property Rights are not infringing upon the Intellectual Property Rights or infringed by the Intellectual Property Rights of any third party;
- (D) it has examined the Specification and all other documents forming this Contract and is not aware of any ambiguity or discrepancy within this Contract or between this Contract and any other documents which it is required to comply with which might adversely affect the carrying out of the Services for the Contract Price in accordance with the terms of this Contract;
- (E) at the Commencement Date there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge (having made all due enquiry), threatened against or affecting the Supplier or any of its assets before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Contract;
- (F) at the Commencement Date all information, representations and other matters of fact communicated in writing to the Authority or its agents or employees in connection with the response of the Supplier to the Pre-Qualification Questionnaire and Invitation to Tender or in the course of negotiations in

respect of this Contract are true, complete and accurate in all respects or were at the time they were made with any omissions or inaccuracies being notified to the Authority by the Supplier prior to the Commencement Date by way of updating information;

- (G) as at the Commencement Date, the execution, delivery and performance by the Supplier of its obligations under this Contract will comply with Applicable Laws and will not result in a default under any agreement by which the Supplier is bound or any order or decree of any court of competent jurisdiction or arbitrator which is binding on the Supplier, and which could prevent the supplier from entering into and performing its obligations under this Contract;
- (H) it has not (and none of its employees or contractors or agents or any employees of any contractors or agents has) committed any Prohibited Act in relation to this Contract prior to entering into or in entering into this Contract;
- (I) it has and will throughout the duration of this Contract have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier;
- (J) it has obtained or will obtain, at or before the time such Necessary Consents are required to be obtained, all Necessary Consents from time to time necessary to carry out its obligations under this Contract;
- (K) as at the date of this Contract there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to the Authority and which if disclosed might reasonably have been expected to affect the decision of the Authority to enter into this Contract;
- (L) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, having made all due enquiry, threatened) for the winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of the assets or revenues of the Supplier;
- (M) it has and until the Expiry Date will continue to have the expertise to supply the Services;
- (N) it has and will continue to have in place at all times, both before and after the Expiry Date, sufficient contractual obligations with any Supplier Parties who are directly involved in the provision of the Services and who need to know the Confidential Information to ensure that such Supplier Parties are aware of and comply with the obligations of confidence in Clause 37;
- (O) it is resident for tax purposes in (and only in) the UK, and undertakes that it will, at all times ensure that its affairs are conducted in a way which ensures they are and will remain resident for tax purposes in (and only in) the UK;

- (P) as at the date of this Contract, it has notified the Authority in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance;
- (Q) as at the date of this Contract, it has not been in any of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016; and
- (R) where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

PART 3: THE SERVICES

5. Supplier's Primary Obligations

- 5.1 The Supplier shall provide the Services to the Authority and perform its obligations in accordance with the terms of this Contract.
- 5.2 The Supplier shall ensure that, and warrants to the Authority that, it shall perform all of its obligations under this Contract and provide the Services:
- (A) so as to satisfy the requirements of the Specification;
 - (B) in a regular and diligent manner and in accordance with Good Industry Practice;
 - (C) so as to conform to all Applicable Laws (including but not limited to any law and Regulations applicable to the Authority or the TfL Network);
 - (D) so as to comply with all Standards and any additional standards listed in Schedule 1 (Detailed Terms) or in the Specification;
 - (E) so as to comply with this Contract and the requirements of the Authority set out in this Contract and all lawful and reasonable directions of the Authority provided that those directions are not inconsistent with this Contract;
 - (F) using goods, materials, facilities, vehicles, plant and equipment that are new and of a satisfactory quality, sound and free from defects;
 - (G) in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the provision of the Services and Schedule 6 (Health, Safety, Quality and Environmental Requirements), or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Authority;
 - (H) in an economic, efficient, effective and resource and energy efficient manner;
 - (I) in a manner that is safe and not injurious to health and does not create safety hazards and that does not cause a nuisance or damage to property or harm to the environment;
 - (J) so as not to detract from or damage the image and reputation of the Authority;
 - (K) so as not to impede the Authority in carrying out its functions or increase the cost to the Authority of carrying out its functions including so as to accommodate the operations and activities of the Authority; and
 - (L) using only personnel who are competent, appropriately qualified and properly trained and supervised, exercising the highest standard of diligence, care and skill and who hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards.

5.3 The Supplier shall (at the sole cost of the Supplier) train any of the Authority's employees and any of their contractors or agents as required by the Specification.

5.4 **Design**

- (A) The Supplier shall carry out any design required as part of the Services in accordance with the Specification and the Contract.
- (B) The Supplier shall submit the particulars of any design which the Specification requires to the Authority's Representative for acceptance. The Supplier shall not proceed with the performance of the Services until the Authority's Representative has accepted his design. Reasons for not accepting the Supplier's design may include (without limitation):
 - (1) it does not comply with the Specification or any other part of the Contract;
 - (2) it does not comply with Applicable Laws and Standards;
 - (3) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Authority's Representative to do so or such integration is necessary for the Supplier to perform the Services; or
 - (4) it is not in a format which is accepted for use by the Authority's Representative.
- (C) The Supplier shall not be entitled to any changes to the Contract Price or to relief from any of its obligations under this Contract by reason of anything in this Clause 5.4.
- (D) The Supplier may submit his design for acceptance in parts if the design of each part can be assessed fully.
- (E) The Supplier in designing and specifying the Services which he is required to design and specify, warrants, undertakes and represents to the Authority that the design:
 - (1) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Contract;
 - (2) complies with all Applicable Laws and Standards; and
 - (3) is fit for the purpose defined in the Specification.
- (F) The Supplier accepts entire responsibility for the design and specification of the Services which it is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between its design and the specification of the Services and the documents which are part of the Contract.

6. Consents

6.1 Subject to Clause 6.2 the Supplier shall:

- (A) (subject to Clause 6.1(B)), in its own name, apply for, obtain, maintain and renew all Necessary Consents which may be required for the performance of the Services;
- (B) use all reasonable endeavours to assist the Authority to obtain all Necessary Consents that, as a matter of law, the Supplier is not eligible to obtain;
- (C) be responsible for implementing each Necessary Consent (which it is required to obtain pursuant to Clause 6.1(A)) within the period of its validity in accordance with its terms;
- (D) supply free of charge to the Authority's Representative a copy of any application for a Necessary Consent (with a copy of all accompanying drawings and other documents) and a copy of any Necessary Consent obtained;
- (E) comply with the conditions attached to any Necessary Consents and procure that no such Necessary Consent is breached by it or any person under its control and use all reasonable endeavours to procure that no Necessary Consent is revoked and that all Necessary Consents continue in full force and effect for such time as is necessary for the Supplier to carry out the Services; and
- (F) not (and shall use all reasonable endeavours to procure that any other person over whom it has control shall not) without the prior consent of the Authority under this Contract (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Necessary Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Supplier with its obligations under this Clause 6.1(F), references in this Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied, relaxed or waived.

6.2 The Supplier shall immediately notify the Authority if it becomes aware of any allegation of non-compliance with any Applicable Law or Necessary Consent from time to time by itself or any Sub-Contractor in relation to this Contract.

6.3 The Supplier shall promptly provide the Authority with such information relating to any Necessary Consent applied for or obtained as the Authority may require from time to time.

6.4 Where the period of a Necessary Consent would extend beyond the termination or expiry of this Contract, the Supplier shall, before applying for and throughout the process of obtaining such Necessary Consent, consult with the Authority about the terms of such Necessary Consent and use reasonable endeavours to ensure that, to the extent the terms would apply after the termination or expiry of this Contract, they do not adversely affect any interest of the Authority.

7. Work on the Site

7.1 During the term of this Contract, the Supplier shall:

- (A) ensure that all Supplier Parties working on each Site or any third parties' sites comply with the applicable Site or site's local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Authority or applicable third party;
- (B) notwithstanding the terms of Clause 7.1(C), ensure that all Supplier Parties adhere to the terms and conditions of this Contract;
- (C) supply the Authority with a list of all personnel working on each Site together with any other related information that the Authority may reasonably require and notify the Authority in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
- (D) be responsible for bringing to, erecting and maintaining on and dismantling and removing from the Site its facilities, vehicles, plant and equipment whether of a temporary or permanent nature;
- (E) ensure that no Supplier Parties use the Authority's or a third party's site equipment without the prior written consent of the Authority or the relevant third party;
- (F) carry out the Services in such a manner as not to endanger or interfere in any way with the TfL Network, the Authority or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in this Contract and any further instructions, rules and regulations which it may from time to time receive from the Authority's Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway;
- (G) attend the Authority or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway;
- (H) notify the Authority of any circumstances or events of which the Supplier is aware which are likely in the Supplier's reasonable opinion to affect the operation of the TfL Network and/or Sites so as to impact on the services provided to the general public; and
- (I) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of this Contract permits, without interference with access to and use or occupation of public and private roads and properties, whether in the possession of the Authority or of any other person.

7.2 The Authority's Representative may require the Supplier to remove or require a Sub-Contractor to remove from any Site any person employed by the Supplier or Supplier Party who in the opinion of the Authority's Representative:

- (A) misconducts himself or persists in any conduct which is prejudicial to health or safety;
- (B) is incompetent or negligent in the performance of its duties; or
- (C) has had his employment terminated in whatever capacity from any of the Sites, any part of the TfL Network or any other Authority premises,

and the Supplier shall comply with the Authority's Representative's requirements. Such removal shall not affect the Supplier's obligation to provide the Services in accordance with this Contract. Any such person shall not be employed again by the Supplier or Supplier Party to provide the Services without prior written permission of the Authority's Representative.

- 7.3 Any person removed from the Site under Clause 7.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Authority of such replacement and in any event by no later than two (2) Working Days of the replacement.

8. Co-Operation

- 8.1 The Parties shall co-operate with one another and act reasonably in and about the performance of their respective obligations and the exercise of their respective rights under this Contract.

9. Non-Exclusivity

- 9.1 As regards the Authority, this Contract is not exclusive and the Authority may:
- (A) itself perform any services similar or analogous to any part of or all of the Services, any Services or any Additional Works; or
 - (B) contract with any third party to perform any services similar or analogous to any part of or all of the Services, any Services or any Additional Works.
- 9.2 In the event that the Authority contracts with any third party to perform any services similar or analogous to any part or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Authority may reasonably request in connection with such procurement.

PART 4: LIAISON AND GOVERNANCE

10. Early Warning

- 10.1 The Supplier shall give an early warning by notifying the Authority as soon as it becomes aware of any matter which could:
- (A) increase the Contract Price;
 - (B) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any Sub-Contract;
 - (C) adversely affect the Authority;
 - (D) lead to the Supplier terminating or suspending any Sub-Contract; or
 - (E) cause a breach of any Applicable Laws or Standards.

11. Authority's and Supplier's Representatives

- 11.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1 (Detailed Terms). The Supplier shall not appoint such a representative without the prior written consent of the Authority (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Authority. Amendments to the Supplier's Representative and/or the Authority's Representative (as set out in Schedule 1 (Detailed Terms)) do not require the Parties to comply with the Contract Variation Procedure.
- 11.2 Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.
- 11.3 Subject to Clause 74, any notice, information, instructions or communication given:
- (A) to the Supplier's Representative shall be deemed to have been given to the Supplier; and
 - (B) to the Authority's Representative shall be deemed to have been given to the Authority.
- 11.4 The Authority shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Authority unless such person is one of the Authority's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.

12. Records and Audit

- 12.1 The Supplier shall, and shall procure that its Sub-Contractors shall, maintain a true and correct set of records relating to all aspects of their performance of this Contract and all transactions related to this Contract. For the avoidance of doubt, such records shall include but are not limited to:
- (A) all necessary information for the evaluation of claims or variations;
 - (B) management accounts, information from management information systems and any other management records;
 - (C) accounting records (in hard copy as well as computer readable data);
 - (D) sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids etc.);
 - (E) original estimates;
 - (F) estimating worksheets;
 - (G) correspondence;
 - (H) variation and claims files (including documentation covering negotiated settlements);
 - (I) general ledger entries detailing cash and trade discounts and rebates;
 - (J) commitments (agreements and leases) greater than £5,000;
 - (K) detailed inspection records;
 - (L) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Authority; and
 - (M) personnel records including all payroll information in respect of any personnel, including personnel of the Supplier, any Sub-Contractor and any agency staff of the Supplier involved in the performance of the Services.
- 12.2 The Supplier shall, and shall procure that its Sub-Contractors shall, retain all such records in such a manner as the Authority may reasonably instruct for a period of not less than twelve (12) years after completion of performance under this Contract. In the absence of specific instructions as to the method of storage, the Supplier shall, and shall procure that its Sub-Contractors shall, retain its records in an orderly and logical fashion and in accordance with Good Industry Practice.
- 12.3 The Authority, any party authorised by it and any party legally authorised to inspect any part of the TfL Network and/or Site shall have the right to inspect and audit any of the records required pursuant to Clause 12.1, at any time during the period referred to

in Clause 12.2.

- 12.4 The Supplier shall promptly provide all reasonable co-operation and assistance (and shall procure such co-operation and assistance from any Supplier Parties) in relation to any audit or check including:
- (A) granting or procuring the grant of access to any premises or Sites used in the performance of this Contract, whether the Supplier's own premises or otherwise;
 - (B) granting or procuring the grant of access to any assets and equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Contract, wherever situated and whether the Supplier's own equipment or otherwise (including whether leased or licensed and whether situated at the Supplier's premises or the Sites);
 - (C) making any contracts and other documents and records required to be maintained under this Contract available for inspection;
 - (D) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Authority's auditor and/or granting copying facilities to the Authority's auditor for the purposes of making such copies;
 - (E) complying with the Authority's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract; and
 - (F) providing such oral or written information as required by the Authority for the purposes of the audit.

13. Not used

PART 5: CHANGE

14. Variations and Additional Works

14.1 Variations

Unless the Parties agree otherwise in writing, any variation to this Contract shall be made under the Contract Variation Procedure. The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

14.2 Additional Works

Notwithstanding the provisions of Schedule 6 (Additional Works) and the definition of Additional Works as set out in Part 1 of Schedule 6 Part B, in the event that the Authority elects the Supplier to deliver any additional or varied works or services

(whether or not defined as Additional Works in Part 1 of Schedule 6 Part B), the Authority shall have the right to determine, in its sole discretion and in all circumstances, whether the provisions of the Contract Variation Procedure set out in Schedule 6 Part A or the provisions of Schedule 6 shall apply. In the event that Additional Works are deemed to be treated as a variation pursuant to Schedule 6 Part A, the provisions of Schedule 6 shall not apply.

15. Not Used

PART 6: PAYMENT AND FINANCIAL

16. Authority's Obligations

- 16.1 The Authority shall pay the Supplier the Contract Price for the Services in accordance with the terms of this Contract.
- 16.2 Payment of the Contract Price shall not affect any claims or rights which the Authority may have against the Supplier and shall not be an admission by the Authority that the Supplier has performed its obligations under this Contract properly.

17. Price and Payment

- 17.1 The Supplier shall submit an application(s) for payment of the relevant portion of the Contract Price using the rates and prices set out in Schedule 2 (Payment), to the Authority's Representative for the Services following the completion of the Services to the satisfaction of the Authority (each a "Payment Application"). Each Payment Application shall specify the sum that the Supplier considers will become due on the payment due date and the basis upon which that sum is calculated. The Supplier shall submit any supporting documents that are reasonably necessary to enable the Authority's Representative to check the Payment Applications. If applicable, a Payment Application may also include an amount in respect of Mobilisation Cost in accordance with Clause 17.11 (Mobilisation Cost).
- 17.2 The Authority's Representative shall assess the Payment Application(s) and shall notify the Supplier in writing not later than fourteen (14) days after the date of receiving the Payment Application(s) of:
- (A) the amount (if any) the Authority's Representative considers to be due at the payment due date (which amount shall be net of any discount to which the Authority is entitled or any Abatement payable pursuant to Schedule 11 (Performance Measurement)); and
- (B) the basis on which the amount was calculated;
- a "Payment Certification". It is immaterial for the purposes of this Clause 17.2 that the amounts referred to in Clause 17.2(A) or Clause 17.2(B) may be zero.
- 17.3 Within six (6) days of receipt of a Payment Certification the Supplier shall issue a VAT invoice for the amount stated in that Payment Certification to the Authority. The final

date for payment of such VAT invoice shall be ten (10) days after the date on which the Authority's Representative received such VAT invoice.

17.4 Subject to Clause 17.5, the Authority shall pay the Supplier the sum referred to in the Authority's Representative's Payment Certification pursuant to Clause 17.2 (the "Notified Sum") on or before the final date for payment of the relevant VAT invoice.

17.5 If the Authority intends to pay less than the Notified Sum, the Authority or the Authority's Representative (as the case may be) should notify the Supplier in writing not later than one (1) Working Day prior to the final date for payment of the relevant VAT invoice of:

(A) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or

(B) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 17.5 that the amounts referred to in Clause 17.5(A) and Clause 17.5(B) may be zero. Where a notice is given under this Clause 17.5, the Authority's obligation to pay the Notified Sum under Clause 17.4 applies only in respect of the sum specified pursuant to this Clause 17.5.

17.6 The Contract Price and Mobilisation Cost shall each be fixed and inclusive of all expenses and disbursements.

17.7 Each of the Contract Price and the Mobilisation Cost shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Payment Application(s) and will be shown as a separate item on all Payment Applications. Each of the Contract Price for the Services and the Mobilisation Cost shall only be changed in accordance with the Contract Variation Procedure as set out in Schedule 6 Part A (Contract Variation Procedure).

17.8 In addition to any other rights of the Authority whether at law or equity under this Contract, whether under or arising out of this Contract or any other contract between the Authority and the Supplier, if:

(A) any sum of money is recoverable from or payable by the Supplier (including any Abatement payable pursuant to Schedule 11 (Performance Measurement)); or

(B) any Losses are reasonably and properly owed to, or incurred by, the Authority or any member of the TfL Group,

then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract.

17.9 All Payment Applications shall clearly show the Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Authority's Representative for all Payment Applications submitted by the Supplier. The Authority's Representative shall from time to time agree with the Supplier the

detailed information required in relation to all such Payment Applications and the Supplier shall provide such information as is reasonably required.

- 17.10 All sums payable to the Authority by the Supplier under this Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Authority will be equal to the full amount which the Authority would have received had no such deduction or withholding been made.

17.11 Mobilisation Costs

The Supplier may make an application for payment of the Mobilisation Cost only as follows:

- (A) an amount equal to 100% of the Mobilisation Cost in aggregate may be included in the first three (3) Payment Applications.

18. Adjustment to the Contract Price following Termination

- 18.1 Where this Contract is terminated in part pursuant to any of Clauses 42, 43, or 46, the Contract Price will be adjusted in accordance with Schedule 2 (Payment) to reflect the extent of such termination in part.

19. Performance Measurement

- 19.1 At the end of the Authority's first Period after the Services Commencement Date (and for the duration of this Contract), every four (4) weeks after that date the Authority shall assess the Supplier's performance under this Contract in accordance with Schedule 11 (Performance Measurement).

- 19.2 The Authority shall have the right to:

- (A) levy Abatements as set out in Schedule 11 (Performance Measurement); and/or
- (B) use the Escalation Procedure set out in Schedule 11 (Performance Measurement) to rectify any unsatisfactory performance by the Supplier in its performance of this Contract or any failure by the Supplier to meet the performance standards set out in Schedule 11 (Performance Measurement).

- 19.3 Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Authority shall be entitled to require the Supplier to re-perform the Services in accordance with the Contract at no extra cost to the Authority within five (5) Working Days.

20. Interest

- 20.1 If either Party fails to pay to the other any amount payable in connection with this Contract on or before the final date for payment, interest shall accrue on the overdue

amount from the final date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 20 shall be immediately payable by the paying Party on demand.

- 20.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

PART 7: PROPERTY AND ASSETS

21. Access

- 21.1 The Authority shall give the Supplier access to the parts of the TfL Network and/or Sites required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 4 (Access) and otherwise subject to and in accordance with Schedule 4 (Access).

- 21.2 Where the Supplier or any Supplier Party has access to the TfL Network and/or Sites for the carrying out of any of the Services, the Supplier shall and shall ensure that any Supplier Party shall:

- (A) not cause any damage to the TfL Network and/or Sites;
- (B) not do or permit to be done on the TfL Network and/or Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the Authority or to any tenants or occupiers of the TfL Network and/or Sites or any owner or occupier of any neighbouring property;
- (C) not knowingly do anything that will or might constitute a breach of any Necessary Consent affecting the TfL Network and/or Sites that have been disclosed to the Supplier or which will or might vitiate in whole or in part any insurance effected by the Authority in respect of the TfL Network and/or Sites from time to time of which the Supplier has notice;
- (D) observe any rules and regulations the Authority acting reasonably makes in the interests of good estate management and notifies to the Supplier from time to time in writing governing the Supplier's use of the TfL Network and/or Sites and in particular:
 - (1) the lawful requirements and recommendations of the Authority's local fire officer and the Authority's health and safety representative in respect of the TfL Network and/or Sites or their use; and
 - (2) all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Authority; and
- (E) make good any damage that is wilfully or negligently caused by the Supplier or any Supplier Party to any equipment in or on the TfL Network and/or Sites as soon as reasonably practicable.

22. Free Issue Materials

- 22.1 In the event of the Authority supplying Free Issue Materials to the Supplier the cost of which has been included in calculating the Contract Price, the Contract Price shall be reduced by the amount included in the Contract Price for the materials which have been replaced by such Free Issue Materials.
- 22.2 Any Free Issue Materials supplied by the Authority to the Supplier shall remain the property of the Authority and the Supplier shall ensure that all Free Issue Materials are properly labelled as the property of the Authority and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.
- 22.3 The Supplier shall check the Free Issue Materials at the time of delivery to ensure that they are in good condition and in accordance with the Specification and shall certify the advice note of the supplier of the Free Issue Materials accordingly and return the advice note as soon as reasonably possible to that supplier. The Supplier shall report any loss or damage immediately following inspection of the Free Issue Materials to the Authority, the Authority's Representative, and the supplier of the Free Issue Materials and the carriers of the Free Issue Materials. In the event that such a report is not made, the Supplier shall be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.
- 22.4 The Supplier shall properly store all Free Issue Materials and other property of the Authority whilst the same are in the Supplier's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Supplier shall be liable for all loss or damage to such Free Issue Materials and other property of the Authority whilst the same are in or ought to be in the Supplier's possession or in, or ought to be in, the possession of any Sub-Contractor of the Supplier except where such loss or damage is solely due to any negligent act or omission of the Authority or its employees.
- 22.5 No later than 90 days before the Expiry Date or immediately following receipt of a Termination Notice, the Supplier shall return to the Authority's Representative all Free Issue Materials not used in undertaking the Services provided to the Supplier in accordance with this clause 22 and paragraph 3 of Schedule 13 (Obligations on Handover).

23. Other Materials, Staff and Labour

- 23.1 Unless otherwise stated in this Contract, the Supplier shall provide all staff and labour, including management and supervision, and all materials, vehicles, plant and equipment (whether of a temporary or permanent nature), support services and other facilities necessary for the performance of its obligations under this Contract.
- 23.2 The Supplier shall be fully responsible for the management of obsolescence in equipment and materials until the Expiry Date in accordance with the requirements stated in the Specification.

24. Inspection and Testing

- 24.1 All goods, materials, facilities, vehicles, plant, equipment, workmanship and systems to be supplied and work to be provided under this Contract may be subject from time to time to such tests as may be provided for in the Specification or as the Authority's Representative may consider necessary to ensure that the Services are carried out in accordance with this Contract.
- 24.2 Testing and inspection may take place at the place of manufacture or fabrication or on Site or at any other place as may be specified in the Specification or approved by the Authority's Representative.
- 24.3 The Supplier shall provide the Authority's Representative with copies of all test results and inspection certificates which it obtains in connection with the tests and inspections referred to in this Clause 24.
- 24.4 The costs of any test ordered by the Authority's Representative which are not provided for in the Specification shall be borne by the Authority unless the tests show that workmanship, vehicles, plant, equipment or materials provided by the Supplier are not in accordance with this Contract. The costs of any test whether ordered by the Authority's Representative or otherwise which are provided for in the Specification shall be borne by the Supplier.
- 24.5 The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 24.

25. Title

- 25.1 Whatever title the Supplier has to materials, plant and equipment to be incorporated into or form part of the Services shall pass to the Authority upon the earlier of (i) payment for such materials, plant and equipment or (ii) when such materials, plant and equipment are brought within the Site, without prejudice to any rights of rejection the Authority may have. Title to materials, plant and equipment referred to in (ii) passes back to the Supplier if it is removed from the Site with the permission of the Authority's Representative. Until such time as they are brought within the Site, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Authority.
- 25.2 The Supplier shall label the material, plant and equipment "Property of TfL" where title has passed to the Authority prior to bringing such items within the Site and shall ensure that such items are identifiable as belonging to the Authority. The Supplier shall not mortgage, pledge or create a security interest in the material, plant or equipment in favour of any third party.
- 25.3 The Supplier has no title to an object of value or of historical or other interest within the Site. Without prejudice to the generality of Clause 29, the Supplier shall notify the Authority's Representative when such an object is found and the Authority's Representative shall instruct the Supplier how to deal with it. The Supplier shall not

move the object without instructions.

- 25.4 The Supplier has title to materials from excavation and demolition only as stated in the Specification.

26. Asset Management System

- 26.1 The Supplier shall use the Asset Management System to record details of work undertaken by the Supplier on the Authority's assets as part of the Services and to carry out any other activities in relation to the Asset Management System as set out in the Specification.
- 26.2 The Supplier shall ensure that all Supplier Personnel attend any training by the Authority in relation to the Asset Management System and follow the methods and processes required by the Authority, as may be more particularly described in the Specification or notified to the Supplier from time to time.
- 26.3 The Supplier shall perform its obligations under this Clause 26 so as not to put the Authority in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence.
- 26.4 The Supplier acknowledges that the Authority shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of, the Asset Management System, and the Supplier shall not be relieved from its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions.

PART 8: ENVIRONMENT, HEALTH AND SAFETY

27. Safety

- 27.1 The Supplier is required to comply with its obligations under Schedule 7 (Health, Safety, Quality and Environmental Requirements) of the Contract.
- 27.2 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Authority's employees or third parties or otherwise expose the Authority to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 27.3 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):
- (A) the provisions of the Authority's Contract QUENSH Conditions that are indicated as being applicable to this Contract in the QUENSH menu set out in Schedule 7 ("QUENSH") as amended from time to time; and
 - (B) the Authority's drug and alcohol principles as amended from time to time.
- 27.4 Section 20.1.1 (Alcohol and drugs) of QUENSH (as set out in PART A Section 3 of Schedule 7) shall apply to this Contract as if the term "LU Premises" means any of the Authority's property where the Services are carried out and as if references to "LU" are references to the Authority.
- 27.5 The Authority may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Sub-Contractors or agents for drugs or alcohol which this Contract requires the Supplier to carry out. The reasonable cost to the Authority of carrying out the testing shall be paid by the Supplier.

28. Construction (Design and Management) Regulations 2015

- 28.1 To the extent that the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to this Contract, the Authority reserves the right to appoint the Supplier to act as Principal Contractor and/or Principal Designer pursuant to Regulation 5(1) of the CDM Regulations.
- 28.2 The Supplier shall accept any such appointment made under Clause 28.1 and agrees to carry out all associated obligations imposed by the CDM Regulations. The Supplier and the Authority's Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.
- 28.3 The Supplier warrants to the Authority that it:
- (A) is competent to perform such of the duties allocated to it under Clause 28.2;
 - (B) shall allocate adequate resources to enable it to comply with its obligations

under the CDM Regulations; and

(C) shall co-operate with other parties appointed under the CDM Regulations.

PART 9: RELIEF EVENTS

29. Relief Events

29.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be entitled to an extension of time or relief from its obligations under this Contract subject to the terms of this Clause 29 ("Relief Events"):

- (A) (subject to compliance by the Supplier with the requirements of Schedule 4 (Access)) the frustration of any access booked by the Supplier in accordance with Schedule 4;
- (B) the Authority's Representative giving an instruction to suspend the Services;
- (C) a breach of this Contract by the Authority (except to the extent caused by or contributed to by the Supplier or any Sub-Contractor or person for whom those parties are responsible) that is not one of the other Relief Events;
- (D) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;
- (E) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the TfL Network and/or Site;
- (F) compliance with the provision of Sections 118 to 121 of the Railways Act 1993; and
- (G) any Force Majeure Event which prevents the Supplier from performing its obligations under the Contract.

29.2 The Supplier shall notify the Authority's Representative of the occurrence of an event which has happened or which it expects to happen if:

- (A) it believes it to be a Relief Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (B) the Authority's Representative has not notified the event to the Supplier.

The event shall be notified as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

29.3 The Supplier shall submit full and detailed particulars of any Relief Event to the Authority's Representative as soon as reasonably practicable after receiving the Authority's Representative's notification and in any event no longer than ten (10) Working Days after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Relief Event and:

- (A) the extent of the delay, if any;
- (B) details of the measures adopted by the Supplier to mitigate the effects of the Relief Event;
- (C) the likely effects, if any, on access requirements; and
- (D) such further information as may reasonably be required by the Authority.

The Authority shall be entitled to:

- (A) seek clarification in respect of the particulars provided by the Supplier; and/or
- (B) request further particulars and related information in connection with the occurrence of the Relief Event.

Provided that there shall be no increase to the Contract Price arising as a result of a Relief Event.

29.4 If the Authority's Representative decides that the occurrence is a Relief Event in accordance with this Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

- (A) without prejudice to Clause 29.5, the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Authority shall not be entitled to apply the provisions of Schedule 11 (Performance Measurement) in respect of any affected Services, to the extent that the same is attributable to the Relief Event; and
- (B) the Supplier shall be entitled to an extension of time for the performance of its affected obligations.

29.5 The Authority shall be under no obligation to make any payments to the Supplier of the Contract Price in respect of any Services affected by the Relief Event during the period in which the Relief Event is subsisting provided that any such non-performance by the Supplier shall be disregarded for the purposes of the Authority's right to terminate this Contract pursuant to Clause 43.

29.6 The Supplier shall have no entitlements in accordance with Clause 29.4 to the extent that:

- (A) the event or any of its effects arises from any error, unlawful act or omission, negligence, default, breach of contract, breach of statutory duty and/or failure to comply with this Contract of the Supplier or any of its employees or agents or of any Sub-Contractor or supplier or any of their employees or agents;
- (B) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event or has failed to use its best endeavours to adjust the order and sequence in which it proposes to provide the Services; and/or
- (C) the Authority's Representative decides that there was no such occurrence,

that the occurrence was not one of the Relief Events, or that the occurrence has had no adverse effect on the provision of the Services.

- 29.7 In the event that information is provided after the date referred to in Clauses 29.2 and/or 29.3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.
- 29.8 This Clause 29 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under this Contract or any extension to the Expiry Date.
- 29.9 A Relief Event may not be notified after the Expiry Date (or termination if earlier).

PART 10: PEOPLE

30. TUPE

30.1 For the purposes of this Clause 30:

"Current Service Provider" means any person, company or other legal entity which on or before the Commencement Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Authority;

"Replacement Employer" means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

"Relevant Claims and Liabilities" means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

"Subsequent Transfer Date" means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

"Subsequent Relevant Employee" means a person employed or engaged by the Supplier or relevant Sub-Contractor from time to time in respect of any part of the Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of this Contract (or part of it);

"Transfer Regulations" means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

"Transferring Employees" means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

30.2 The Supplier complies and procures that his Sub-Contractors comply with any obligations which may arise out of a transfer to the Authority or another person under the Transfer Regulations upon the Expiry Date or earlier termination of this Contract.

30.3 At any time during the last twelve (12) months of this Contract and/or during any period of notice terminating this Contract, the Authority may require the Supplier to provide, within a specified period of being requested, to the Authority (or to any other person or persons nominated by the Authority) such information as is reasonably required by the Authority or such other persons relevant to the potential liabilities of the Authority or any other person arising under the Transfer Regulations including but not limited to information on the following:

- (A) the names of employees (of the Supplier or its Sub-Contractors) engaged in providing the Services, their salaries and other conditions of employment, ages and length of service;
- (B) the method of organisation of the employees (of the Supplier or its Sub-Contractors) engaged in providing Services and documentary evidence relating to such organisation;
- (C) the proposals for informing and consulting with affected employees;
- (D) details of collective agreements and union recognition agreements; and
- (E) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Authority upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of this Contract.

30.4 The Supplier will provide the Authority upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 30 may be addressed. The Supplier will if required by the Authority warrant that any information provided under Clause 30 is accurate, complete and not misleading, including any information supplied in relation to its Sub-Contractors.

30.5 The Supplier will not and will procure that its Sub-Contractors will not in the 18 months prior to the Expiry Date (or, where notice of termination is given, during any such period of notice) without the Authority's written consent:

- (A) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or the expected Expiry Date or termination of this Contract, or
- (B) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Sub-Contractor's business and are not related to the Expiry Date or termination of this Contract (either because they are applied to all of the Supplier's or the relevant Sub-Contractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or relates to the Expiry Date or termination of this Contract.

30.6 The Supplier shall indemnify the Authority against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the

Authority or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.

30.7 The Supplier shall indemnify the Authority and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

- (A) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Authority or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
- (B) any claim by any former or existing employee of the Supplier or relevant Sub-Contractor (other than a Subsequent Relevant Employee) in respect of which the Authority or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.
- (C) In this Clause 30.7 "Relevant Claims and Liabilities" include those incurred by the Authority by reason of any contract term between the Authority and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Authority may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Authority or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Authority in providing an indemnity under this Clause 30.

30.8 The provisions of this Clause 30 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Authority for any breach by the Supplier of any provision of this Clause 30 shall be in addition to and not in substitution for any remedies available to the Authority under any provision of the Transfer Regulations.

31. Personnel

31.1 The Supplier agrees to the appointment of the Key Personnel set out at Schedule 17 (Key Personnel).

31.2 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the Services. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Authority's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.

- 31.3 The Supplier agrees to inform the Authority of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing his or her duties for a period of or periods aggregating twenty (20) Working Days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.
- 31.4 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within five (5) Working Days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty (20) Working Days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of five (5) Working Days or any shorter period agreed between the Parties.
- 31.5 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Authority may reasonably require. The Authority shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Authority that a particular person should not become a member of Key Personnel.
- 31.6 The Authority may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.
- 31.7 At the sole cost of the Supplier, the Supplier:
- (A) undertakes that all Supplier Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;
 - (B) shall ensure that all Supplier Personnel are in possession of valid work permits if they are non-European Community nationals; and
 - (C) shall (at its expense) provide or procure the provision of training for Supplier Personnel in respect of all aspects of its performance of the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract, such training to include, as a minimum:

- (1) training as required by QUENSH and any TfL Group standards; and
- (2) such other training as required by TfL Group from time to time.

31.8 Without prejudice to the Supplier's other obligations under the Contract, where training of any or all Supplier Personnel is required for the purposes of performance of the Contract, the Supplier shall not assign any Supplier Personnel to the performance of the Contract unless and until such Supplier Personnel have satisfactorily completed such training.

31.9 The Authority will arrange safety training for Supplier Personnel from time to time at the expense of the Supplier. To the extent that any refresher training of any kind (at any time) is required for any Supplier Personnel, this shall be at the expense of the Supplier. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any Supplier Personnel attending any training under this Clause 31.9.

32. London Living Wage

32.1 The Supplier acknowledges and agrees that the Mayor, pursuant to Section 155 of the GLA Act has directed the Authority (including its subsidiaries) to ensure that the London Living Wage is paid to anyone engaged by the Authority who is required to perform contractual obligations in Greater London or on the TfL Network.

32.2 The Supplier shall, to the extent this Contract is for the provision of Services to be undertaken within Greater London or on the TfL Network:

- (A) ensure that none of its employees (whether engaged directly or as agency staff employed via an employment agency or similar) engaged in the provision of services under this Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (B) provide to the Authority such information concerning the application of the London Living Wage as the Authority or its nominees may reasonably require;
- (C) disseminate on behalf of the Authority to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Authority or its nominees may reasonably require and promptly collate and return to the Authority responses to such questionnaires;
- (D) co-operate and provide all reasonable assistance to the Authority and its nominees in monitoring the effect of the London Living Wage; and
- (E) procure that any sub-contractor is required to comply with the provisions of this Clause 32.2 and the provisions of this Clause 32.2 are included in any sub-contract with a sub-contractor.

32.3 The Supplier shall not, and shall procure that any sub-contractor shall not, without the prior written consent of the Authority, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 32.

- 32.4 In the event that the Supplier either itself or through a sub-contractor is in breach of this Clause 32, the Supplier shall:
- (A) if notification has not been made by the Authority, notify the Authority immediately upon becoming aware of the breach; and
 - (B) rectify the breach, or procure that the breach is rectified within 7 days of becoming aware of the breach.
- 32.5 In the event that the Supplier fails to rectify the breach as required by Clause 32.4(B), the Authority shall have the right, in its absolute discretion:
- (A) to require the Supplier to terminate the sub-contract or agency agreement of the party in breach; or
 - (B) to require the removal of any personnel from involvement with the Services who are not being paid the London Living Wage.
- 32.6 Increases to the London Living Wage are calculated in accordance with Schedule 2 (Payment) and following such increase, the Supplier is required to continue to comply with the provisions of Clause 32.2 at the increased rate.
- 32.7 The Supplier shall, so far as reasonably practicable, mitigate any increase in the amount payable to its employees as a direct result of the increase in London Living Wage. Save as set out in Clause 32.6, the Supplier shall not be entitled to make any claim in respect of any increases in the London Living Wage.

33. Criminal Record Declarations and Right to Work in the UK

- 33.1 For the purposes of this Clause 33:

"Relevant Individual" means any servant, employee, officer, consultant or agent of either the Supplier or any Sub-Contractor or supplier carrying out, or intended to carry out, any aspect of the Services; and

"Relevant Conviction" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

- 33.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("Declaration") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Authority in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he has a Relevant Conviction and the Supplier shall notify the Authority in writing immediately on becoming aware that a Relevant Individual has a Relevant Conviction.
- 33.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Sub-Contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction or who the Supplier is aware has a

Relevant Conviction.

- 33.4 The Authority shall have the right in accordance with the audit rights set out in Clause 12 to audit and inspect the records of the Supplier and its Sub-Contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 33 at any time during performance of this Contract.
- 33.5 If the Supplier fails to comply with the requirements under Clauses 33.2 and/or 33.3 the Authority may, without prejudice to its rights under Clause 43, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Contract and/or Authority's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 33.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Authority that he has procured all of the relevant Declarations required under Clause 33.2.
- 33.6 A persistent breach of Clause 33.2 and/or Clause 33.3 by the Supplier shall entitle the Authority to terminate this Contract in whole or in part with immediate effect in accordance with Clause 43, as if such persistent breach were a Supplier Default.
- 33.7 In the event the Authority becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from this Contract and/or the Authority's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.
- 33.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including but not limited to the obligation to conduct document checks in respect of Relevant Individuals.
- 33.9 Nothing in this Clause 33 shall in any way waive, limit or amend any obligation of the Supplier to the Authority arising under this Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or any relief from its obligations as a result of any actions under this Clause 33.

34A. Offers of Employment (Non-Solicitation)

For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Supplier shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Supplier without the Authority's prior written consent. Any breach of this Clause 34A shall render the Supplier liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Supplier during the first 6 months of new employment.

PART 11: RESPONSIBLE PROCUREMENT

34. Responsible Procurement

- 34.1 The Supplier and the Authority acknowledge and agree that the Mayor, in accordance with Section 155 of the GLA Act, has directed the Authority and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 34.2 The Supplier shall and shall procure that its Sub-Contractors shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Authority to enable the Authority to comply with, the Responsible Procurement Policy.
- 34.3 The Supplier acknowledges and agrees that the Authority is required to develop a policy relating to the promotion of the procurement of works, goods and services in an ethical manner (the "Ethical Sourcing Policy") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy and the Supplier shall, and shall procure that all of its Sub-Contractors shall, comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 34.4 The Supplier acknowledges and agrees that it (and its Sub-Contractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 34.5 The Supplier shall procure that any Sub-Contractor is required to comply with the provisions of this Clause 34 and the provisions of this Clause 34 are included in any sub-contract (of any tier).
- 34.6 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Authority, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 34.
- 34.7 The Supplier shall at all times comply with the ETI Base Code and shall at all times comply with the provisions of Schedule 14 (Responsible Procurement) and Schedule 15 (Strategic Labour Needs and Training).

35. CompeteFor

- 35.1 Without prejudice to Clause 54, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Authority may direct from time to time) ("CompeteFor") to make available to other suppliers all appropriate opportunities, arising in connection with this Contract, to supply goods, works or services to the Supplier.
- 35.2 The Supplier will use all reasonable endeavours to ensure that its Sub-Contractors use CompeteFor, on a non-exclusive basis, to make available to other parties all appropriate opportunities, arising in connection with this Contract, to supply goods,

works and services to such Sub-Contractors.

- 35.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with this Contract, made available to other suppliers via CompeteFor, whether by the Supplier or its Sub-Contractors, as required by Clause 35.2, and will report this information on a Quarterly basis by way of email to the Authority's Representative.

PART 12: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

36. Intellectual Property Rights

36.1 Existing Contracts

This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

36.2 Vesting of Intellectual Property Rights created under this Contract

All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, this Contract shall vest in the Authority. The Supplier shall procure that each of its Sub-Contractors and any other third party shall assign such Intellectual Property Rights to the Authority.

36.3 Ownership of the Supplier's Intellectual Property Rights

Without prejudice to Clause 36.2, all Intellectual Property Rights owned by the Supplier or its Sub-Contractors or other third party and which are not assigned to, or vested in, the Authority pursuant to Clause 36.2 shall remain or be vested in the Supplier, its Sub-Contractors or other third party (as the case may be).

36.4 Authority's Licence to use the Supplier's Intellectual Property Rights

The Authority shall have and the Supplier hereby grants, and procures that its Sub-Contractors or other third party grant, to the Authority a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-licence such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 36.3 for the purposes of:

- (A) understanding the Services;
- (B) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
- (C) extending, interfacing with, integrating with, connecting into and adjusting the Services;
- (D) enabling the Authority to carry out the operation, maintenance, repair, renewal and enhancement of the TfL Network and/or Sites;
- (E) executing and completing the Services; and
- (F) enabling the Authority to make available the TfL Network to perform its function and duties as Infrastructure Manager and Operator of the TfL Network.

36.5 Provision of Supporting Documentation and Other Materials

The Supplier shall:

- (A) promptly, and in any event by no later than such date as the Authority may notify to the Supplier, provide at no charge to the Authority, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or Sub-Contractor's or other third party's possession or control (or which ought reasonably to be in the Supplier's or Sub-Contractor's or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 36.2, 36.3 and 36.4 above; and
- (B) keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than every three (3) months) integrity testing of the same and provide written evidence of such testing to the Authority at regular intervals and in any event upon the Authority's request.

36.6 Authority's Rights of Retention

If the Supplier has not complied with its obligations under Clause 36.5(A), the Authority shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 36.5(A).

36.7 Authority's Rights to the Software

If the Supplier or any of its Sub-Contractors providing software for incorporation into or operation of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in the definition of Supplier Default (including their equivalent in any jurisdiction to which the Supplier or any of its Sub-Contractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Contract then the Supplier, at no charge to the Authority, shall use its best endeavours to transfer or procure the transfer to the Authority of all Intellectual Property Rights in that software.

36.8 Authority's Rights in relation to Other Procurement Activities

For the avoidance of doubt, the Authority shall be entitled to use and copy the materials, items and Documentation referred to in Clause 36.5 and anything in which the Intellectual Property Rights referred to in Clauses 36.2, 36.3 and 36.4 subsist for the purposes of inviting tenders or of procuring services the same as or similar to the Services for the carrying out of any activities in connection with the licence under Clause 36.4 subject always to the Authority's requirements for tenderers to treat the same in the strictest confidence.

36.9 Supplier's Indemnity against Third Party Intellectual Property Rights Infringement

- (A) The Supplier shall indemnify and hold harmless the Authority and any member of the TfL Group against any actions, claims, losses, demands, costs, charges or expenses that arise from, or are incurred by reason of, any infringement or alleged infringement of any Intellectual Property Rights belonging to any Sub-Contractor or sub-contractor (of any tier) or other third party and against all costs and damages of any kind which the Authority may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Authority the Supplier shall conduct negotiations with any Sub-Contractor or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Authority.
- (B) In the event of a claim of infringement of any Intellectual Property Rights the Supplier shall use all reasonable endeavours to make such alterations or adjustment to the method of providing the Services as may be necessary to ensure that the use and the provision of the Services continues in spite of such claim and for the avoidance of doubt shall not be entitled to any relief in respect of its obligations to perform the Services as required by this Contract.

36.10 Ownership of the Authority's Intellectual Property Rights

Intellectual Property Rights in all Documentation and in all other material and items supplied by the Authority to the Supplier in connection with this Contract shall remain vested in the Authority or the person owning such rights at the time the Documentation, material or items were supplied. The Supplier shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Authority the rights referred to in this Clause.

36.11 Supplier's Licence to the Authority's Intellectual Property Rights

The Authority hereby grants the Supplier a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Authority (including for the avoidance of doubt the Corporate IPRs as such term is defined in Clause 36.12) which are required by the Supplier for the purposes of performing the Services. Such licence is granted for the duration of this Contract solely to enable the Supplier to comply with its obligations under this Contract and is conditional upon the Supplier using such Intellectual Property Rights in accordance with Applicable Laws and Standards and such other quality standards as the Authority may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Authority may be used in conjunction with any other trade-marks without the prior written consent of the Authority.

36.12 Corporate IPRs

- (A) The Supplier shall use and shall procure that its Sub-Contractors and suppliers shall use the trade-marks, trade names and other Intellectual Property Rights as amended by the Authority from time to time (the "Corporate IPRs") in compliance with any relevant Authority standards from time to time in

force.

- (B) The Supplier shall not use and shall procure that its Sub-Contractors and suppliers shall not use the Corporate IPRs in combination with any other trade-marks, trade names and other Intellectual Property Rights without the Authority's prior written consent.
- (C) On written request from the Authority, the Supplier shall supply copies or details of items on or in relation to which it uses the Corporate IPRs or details of the manner in which they are used. If the Authority reasonably determines that any use of the Corporate IPRs falls below the quality standards notified to the Supplier in accordance with Clause 36.11, the Authority shall give the Supplier written notice of that fact and the Supplier shall correct the use so as to comply with such quality standards taking into account the Authority's instructions.

37. Confidentiality

- 37.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Authority) any Confidential Information supplied by the Authority to the Supplier and to use such information only for the purpose of the performance of his obligations under this Contract.
- 37.2 At the Authority's request, the Supplier shall, so far as is reasonably possible:
 - (A) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Authority any Confidential Information in its possession or control supplied by the Authority to the Supplier;
 - (B) return to the Authority all copies (whether hard copy or other media) of such Confidential Information; and
 - (C) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.
- 37.3 The Supplier shall ensure that all Supplier Parties perform the obligations in Clauses 37.1 and 37.2 as if they were the Supplier, and the Supplier shall be responsible to the Authority for any act or omission by any Supplier Parties in this regard.
- 37.4 The Supplier shall notify the Authority promptly if the Supplier becomes aware of any breach of confidence by a Supplier Party and shall give the Authority all assistance the Authority reasonably requires in connection with any proceedings the Authority brings, or other steps the Authority takes, against that Supplier Party for such breach of confidence.
- 37.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Authority, the Authority's Representative, this Contract or the Services without the prior written consent of the Authority.

- 37.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with this Contract or the Services, or any Dispute arising under or in connection with this Contract.
- 37.7 The provisions of Clauses 37.1 to 37.6 shall not apply:
- (A) to any information which is already in the public domain at the time of its disclosure other than by breach of this Contract; or
 - (B) to any information which is required to be disclosed to the extent required by any Applicable Law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 37.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 37 by the Supplier and that (without prejudice to all other remedies to which the Authority may be entitled as a matter of law) the Authority shall be entitled to any form of equitable relief to enforce the provisions of this Clause 37.

38. Freedom of Information

- 38.1 For the purposes of this Clause 38:

"FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

"Information" means information recorded in any form held by the Authority or by the Supplier on behalf of the Authority; and

"Information Request" means a request for any Information under the FOI Legislation.

- 38.2 The Supplier acknowledges that the Authority:
- (A) is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - (B) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.
- 38.3 Without prejudice to the generality of Clause 38.2 the Supplier shall and shall procure that its Sub-Contractors (if any) shall:
- (A) transfer to the Authority's Representative (or such other person as may be notified by the Authority to the Supplier) each Information Request relevant to this Contract, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two

(2) Working Days of receiving such Information Request; and

- (B) in relation to Information held by the Supplier on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

38.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

39. Data Transparency

39.1 The Supplier acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 37 and Clause 38, the Supplier hereby gives its consent for the Authority to publish the Contract Information to the general public.

39.2 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Authority may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 39.1. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

40. Data Protection and Cyber Security

40.1 The Supplier shall comply with all of it's' obligations under the Data Protection Legislation.

40.2 Throughout the term of this Contract, the Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

PART 13: AUTHORITY STEP IN, TERMINATION AND SUSPENSION

41. Authority Step-in

- 41.1 Without limiting any other remedy, if the Supplier fails to comply with its obligations to perform the Services as required by this Contract, the Authority shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Authority hereunder or under the general law, all expenditure properly incurred by the Authority exercising its rights under this Clause 41 is recoverable by the Authority from the Supplier and the Authority shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 41.2 Without prejudice to the provisions of Clause 41.1 if the Authority reasonably believes that it needs to take action in connection with the Services:
- (A) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - (B) to discharge a statutory duty,
- then the following provisions shall apply.
- 41.3 The Authority shall provide notice to the Supplier in writing of the following:
- (A) the action it wishes to take;
 - (B) the reason for such action;
 - (C) the date it wishes to commence such action;
 - (D) the time period which it believes will be necessary for such action; and
 - (E) to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.
- 41.4 Following service of the notice required in Clause 41.3, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "Required Action").
- 41.5 For so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Services, the Supplier shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay the Contract Price for such part of the Services.
- 41.6 For the purposes of this Clause 41 the Supplier hereby grants to the Authority and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Authority to exercise its rights under this Clause 41 and the Supplier shall provide all such co-operation and

assistance as may be required by the Authority to enable the Authority to exercise its rights under this Clause 41.

42. Voluntary Termination by the Authority

42.1 The Authority may terminate this Contract or any part or parts of the Services for convenience at any time on or before the Expiry Date by serving a Termination Notice on the Supplier stating:

- (A) that the Authority is terminating this Contract in whole or in part under this Clause 42; and
- (B) that this Contract will terminate in whole or in part on the date specified in the notice, which must be a minimum of three (3) months after the date of receipt of the notice.

42.2 This Contract will terminate in whole or in part as the case may be on the date specified in the Termination Notice referred to in Clause 42.1.

43. Termination on Supplier Default

43.1 A Supplier Default is any of the following events:

- (A) the Supplier committing a material breach of this Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Authority, of the Authority serving notice on the Supplier requiring such remedy;
- (B) a Persistent Breach occurring;
- (C) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
- (D) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under this Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same or any similar or analogous procedure or step is taken in any jurisdiction;
- (E) a persistent breach of the Supplier's obligations set out in either or both of Clause 33.2 and 33.3;
- (F) a breach of the Supplier's obligations under Clauses 54 or 55;

- (G) any parent company guarantee or bond required pursuant to Clause 53 becoming invalid and/or the Supplier being in breach of Clause 53.3;
- (H) a breach by the Supplier of its obligations to take out and maintain any of the insurances required pursuant to Clause 50;
- (I) the occurrence of a conflict of interests such that the circumstances set out in Clause 75.5(B) occur;
- (J) the Authority becomes entitled to terminate in accordance with the Escalation Procedure set out in paragraph 4 of Schedule 11 (Performance Measurement Mechanism); or
- (K) not used;
- (L) the Supplier has, at the date of this Contract, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016;
- (M) a breach of the Supplier's obligations under Schedule 23 (Direct Vision Standard).

43.2 If a breach, that is not a Supplier Default, has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Authority may serve a notice on the Supplier:

- (A) specifying that it is a formal warning notice;
- (B) giving reasonable details of the breach; and
- (C) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

43.3 If, following service of a warning notice the breach specified in a warning notice given further to Clause 43.2 has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Authority may serve another notice (a "Final Warning Notice") on the Supplier:

- (A) specifying that it is a Final Warning Notice;
- (B) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and
- (C) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, such breach shall constitute a Persistent Breach and this Contract may be terminated further to Clause 43.5.

- 43.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.
- 43.5 If a Supplier Default has occurred and the Authority wishes to terminate this Contract in whole or in part, the Authority must serve a Termination Notice on the Supplier.
- 43.6 The Termination Notice must specify the type of Supplier Default which has occurred entitling the Authority to terminate and whether the Authority is terminating this Contract in whole or in part and if in part, the extent of the termination, and the date on which the termination shall become effective.
- 43.7 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then, without prejudice to the Authority's rights pursuant to this Clause 43, the Authority may require the Supplier to exclude that individual from the Services with immediate effect and that individual may only resume the performance of the Services at the Authority's absolute discretion.

44. Compensation on Termination

- 44.1 Following a termination (in whole or in part) in accordance with Clause 42, the Supplier shall be entitled to be paid:
- (A) the total value of the Services provided at the date of termination of this Contract or the relevant part of it (as applicable), such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value; and
 - (B) the reasonable properly incurred cost of removal of the Supplier's property from the Sites in respect of which this Contract has been terminated;
- less any amounts previously paid to the Supplier under this Contract.
- 44.2 Following a termination (in whole or in part) in accordance with Clause 43:
- (A) the Supplier shall indemnify the Authority and keep the Authority fully and effectively indemnified against all expense, loss, damage and liabilities suffered or incurred by the Authority associated with or arising from the termination including any additional expense incurred by the Authority in continuing to provide the Services in respect of which this Contract has been terminated, from the date of termination to the Expiry Date (as may have been extended only where notice has been served pursuant to Clause 2.2) including for the avoidance of doubt the cost of finding an alternative contractor or contractors and any additional amounts charged by them for providing the Services; and
 - (B) the Supplier shall be entitled to be paid for Services provided and which have not been paid for at the date of termination, to the extent that the provision of such Services has been terminated, less the cost to the Authority of having the Services that have not been carried out completed (whether the Authority has those Services delivered or not).

44.3 In the event that the Authority terminates this Contract for any reason under Clause 43, the Supplier shall, without prejudice to any other rights or remedies which the Authority may have under this Contract or under general law, at the Authority's option:

- (A) permit the Authority to enter the Supplier's premises and take possession of any equipment, goods or Documentation which are the property of the Authority;
- (B) permit the Authority to place an order for the remaining Services with any other person or persons or complete the provision of such Services by its own workmen;
- (C) promptly return to the Authority any equipment, goods or Documentation which are the property of the Authority and of which the Supplier or any of its Sub-Contractors have possession; and
- (D) sell to the Authority, at the purchase price any materials or goods properly ordered for the Services in respect of which this Contract has been terminated (and which have not at the date of termination become the property of the Authority) and on such payment in full by the Authority such materials or goods shall become the property of the Authority.

In each such case, the Authority shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with this Contract.

44.4 Any amounts which the Authority is liable to pay pursuant to this Clause 44 shall, in default of agreement, be determined pursuant to the provisions of Schedule 12 (Dispute Resolution Procedure).

45. Accrued Rights and Survival

45.1 In the event that this Contract is terminated, the liability of the Authority to pay the Supplier in respect of the performance of the Services shall be limited to payment to the Supplier for those Services provided in accordance with this Contract up until the date of such termination.

45.2 Save as otherwise expressly set out in this Contract or as already taken into account in the calculation of any payment of compensation on termination pursuant to this Contract, termination of this Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Contract as at the date of termination and in particular but without limitation the right to recover damages against the other Party.

45.3 The provisions of Clauses 12, 17.8, 30, 34, 36, 37, 38, 39, 40, 42, 45, 49, 51, 57, 58, 59, 60, 62, 74, 64, 68, 69 and 75.1 will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

46. Force Majeure

- 46.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, the Authority shall not be entitled to terminate this Contract for a Supplier Default in accordance with Clause 43 if such Supplier Default arises from a Force Majeure Event (but without prejudice to Clauses 46.5 or 46.6).
- 46.2 The Authority shall be under no obligation to make any payments to the Supplier of the Contract Price in respect of any Services affected by the Force Majeure Event.
- 46.3 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 46.4 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 46.5 Notwithstanding any extensions of time or relief from the Supplier's obligations under this Contract granted to a Relief Event, if no such terms are agreed on or before the date falling eighty (80) Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and twenty (120) Working Days, then, subject to Clause 46.6, either Party may terminate this Contract in respect of the affected Services by giving twenty (20) Working Days' written notice to the other Party.
- 46.6 If this Contract is terminated, in whole or in part, under Clause 46.5 no compensation shall be payable by either Party in relation to such termination.
- 46.7 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Supplier shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 46.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

47. Suspension

- 47.1 Without prejudice to Clause 42, the Authority shall have the right at any time to require the Supplier to suspend the provision of the Services (or any part thereof) by giving notice in writing to the Supplier.
- 47.2 In the event that this Contract is suspended in accordance with Clause 47.1, the Supplier shall:
- (A) issue to the Authority an application for payment in respect of those Services provided to the Authority in accordance with this Contract up until the date of such suspension; and
 - (B) not carry out any further work in connection with the provision of the Services which are the subject of the suspension until such time as the Authority issues a notice lifting the suspension (a "Notice to Proceed").
- 47.3 In the event that this Contract is suspended in accordance with Clause 47.1, and such suspension continues for a period of twenty (20) Working Days, the Supplier shall be entitled to request that the Authority serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Authority within a further ten (10) Working Days from such request of the Supplier, the Supplier shall be entitled to approach the Authority with a request for a variation, in accordance with the Contract Variation Procedure.
- 47.4 In the event that the Parties are unable to agree upon the variation requested under Clause 47.3, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 64.

48. Co-operation in Handover

The Parties shall comply with their respective obligations as set out in Schedule 13 (Obligations on Handover).

PART 14: INDEMNITIES AND INSURANCE

49. Indemnity

49.1 The Supplier shall be liable for, and shall at all times, indemnify the Authority, including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after-tax basis against all Losses suffered or incurred by the Authority, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group:

- (A) in respect of death or personal injury to any person;
- (B) in respect of loss of or damage to any property belonging to the Authority or for which it is responsible (including the TfL Network and Sites and any other property belonging to the Authority or for which it is responsible); and
- (C) in respect of claims against the Authority made by third parties (whether under contract, tort, breach of statutory duty or otherwise),

arising from or in connection with the performance or non-performance of the Supplier under this Contract, or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Party.

49.2 The Supplier shall not be liable under the indemnity in Clause 49.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Authority.

49.3 The Supplier's indemnity under Clause 49.1 and all other indemnities under this Contract shall remain in force for the duration of this Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of this Contract.

49.4 The Authority may withhold from any sum due or which may become due to the Supplier any sum due to the Authority as a result of the operation of Clause 49.1 provided that an appropriate notice to withhold payment has been served by the Authority on the Supplier.

49.5 Other than in respect of (i) the Losses described in Clause 49.1(C) above and (ii) Excepted Liabilities, neither Party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with this Contract. Each Party respectively undertakes not to sue the other Party or any member of the TfL Group in respect of Consequential Loss for which liability is excluded in this Clause 49.5.

49.6 The Supplier shall have no claim against the Authority in respect of delay or disruption of the Services, except as expressly provided for in this Contract.

49.7 **Control of indemnity claims**

- (A) Subject to Clause 49.7(B), if a claim is made against a Party ("the Indemnified

Party"), or the Indemnified Party becomes aware that a claim is likely to be made, by a third party which may give rise to a claim under an indemnity given by a Party ("the Indemnifying Party"):

- (1) the Indemnified Party shall promptly notify the Indemnifying Party of the claim, giving full particulars of the claim, and consult with the Indemnifying Party in relation to the proposed actions to be taken prior to settlement or compromise of the claim;
 - (2) each Party shall provide the other Party with such assistance and information as it reasonably requests in relation to the claim;
 - (3) the Indemnified Party shall not admit liability in respect of or settle the matter without first obtaining the Indemnifying Party's written consent; and
 - (4) subject to applicable security and confidentiality restrictions, the Indemnified Party shall provide the Indemnifying Party with reasonable access to its premises and personnel and all relevant assets, documents and records for the purpose of investigating the matter.
- (B) The Authority may elect at any time to have sole control of the defence of proceedings relating to any claim for which the Supplier has given an indemnity and all negotiations for its settlement (in which case the provisions in Clause 49.7(D) shall apply to the Authority as if it were the Indemnifying Party and the Supplier were the Indemnified Party).
- (C) If the Authority elects to have sole control of the defence of proceedings pursuant to Clause 49.7(B) after the Supplier has already commenced the defence of such proceedings, the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the Authority, and shall provide to the Authority all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.
- (D) The Indemnifying Party shall:
- (1) assume and conduct the defence of any proceedings relating to the claim diligently using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute in which case the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim;
 - (2) consult with the Indemnified Party and keep the Indemnified Party informed of all material matters, including formulation of any defence and counter-claims and filing of evidence from employees of the Indemnified Party;
 - (3) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or

delayed) and do nothing which could prejudice the defence of any such claim; and

- (4) obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed, before any settlement is made in respect of the claim.

50. Insurance

50.1 Without prejudice to the obligation to indemnify the Authority set out in Clause 49.1, the Supplier undertakes to:

- (A) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof at a level of not less than [£5,000,000 (five million pounds)] per occurrence;
- (B) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than [£10,000,000 (ten million pounds)] per occurrence;
- (C) maintain at its own cost an adequate level of product liability insurance of not less than [£10,000,000 (ten million pounds)] per occurrence;
- (D) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Authority (such approval not to be unreasonably withheld or delayed) and shall be maintained in force for a period not less than twelve (12) years after the completion of the Services;
- (E) ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil; and
- (F) produce within five (5) Working Days of any reasonable request by the Authority and in any event before the commencement of any of the Services under this Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 50.

50.2 The Supplier's liabilities under this Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 50.1.

50.3 If the Supplier fails to maintain the insurance policies as provided in this Clause 50, the Authority may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

51. Environmental Claims

- 51.1 The Supplier shall indemnify the Authority against Losses and costs of Remediation in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.
- 51.2 The Supplier shall notify the Authority's Representative and the Authority as soon as it becomes aware that any Remediation is or will become necessary on any part of the Authority's site.
- 51.3 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Authority's Representative and the Authority of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Authority undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Authority with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.
- 51.4 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Authority can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.
- 51.5 The Supplier shall provide to the Authority's Representative:
- (A) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 51.5, the "authorisations");
 - (B) copies of any amendments to the authorisations;
 - (C) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and
 - (D) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

52. Sole Remedy

- 52.1 Without prejudice to any entitlement of the Supplier:
- (A) to specific performance of any obligation under this Contract; or
 - (B) to injunctive relief;

the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Contract shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

- 52.2 The Supplier shall not be held to be failing to comply with its obligations under this Contract to the extent that such failure to comply is a result of the Authority's breach of its obligations hereunder.

53. Bonds, Warranties and Guarantees

- 53.1 Where stated in Schedule 1 (Detailed Terms), the Supplier shall at its own expense provide within five (5) Working Days of the Authority's request the following:

- (A) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 8 (Form of Parent Company Guarantee and Performance Bond) in favour of the Authority; and/or (as applicable)
- (B) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 8 in favour of the Authority.

- 53.2 The Supplier shall ensure that any bond required under Clause 53.1:

- (A) provides, in aggregate, credit protection for the Authority in an amount of not less than the amount specified in Schedule 1 (Detailed Terms); and
- (B) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier).

- 53.3 If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 53.1 and 53.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.

- 53.4 If requested by the Authority, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 53.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in form and substance satisfactory to the Authority.

- 53.5 The Authority shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable) have been provided in a form satisfactory to the Authority.

- 53.6 If required by the Authority, the Supplier shall procure that the terms of any Sub-Contract require the Sub-Contractor, within five (5) Working Days of a written request by the Authority to the Sub-Contractor, to enter into:

- (A) a collateral warranty in the form set out in Schedule 10 (Form of Collateral Warranty) in favour of the Authority and if requested by the Authority, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in form and substance satisfactory to the Authority; and
 - (B) a parent company guarantee in the form provided by the Authority from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty required under this Clause 53.6.
- 53.7 If any warranty (including any accompanying parent company guarantee) required under Clause 53.6 is not delivered to the Authority in accordance with Clause 53.6 one quarter of the Contract Price relative to the Services supplied by the relevant Sub-Contractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.
- 53.8 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.
- 53.9 Where the Supplier has provided the Authority with a performance bond and thereafter any variation is made to the Services or Contract under Clause 14, the Authority may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Authority.

PART 15: GENERAL CONDITIONS

54. Assignment and Sub-contracting

- 54.1 The Supplier shall not assign novate or sub-contract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Authority.
- 54.2 The sub-contracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.
- 54.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Authority for the acts and omissions of the Supplier Parties as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Authority, be responsible for the selection of and pricing by any Supplier Party.
- 54.4 The Authority may novate, assign, transfer or sub-contract this Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Authority has given prior written notice to the Supplier.
- 54.5 Within five (5) Working Days of any written request by the Authority to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 7 (Deed of Novation) in favour of any person to whom this Contract is being novated.
- 54.6 Subject to the Authority's prior written consent pursuant to Clause 54.1, where the Supplier subcontracts any or all of the Services, the Supplier shall include in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts):
- (A) payment terms substantially similar to those set out in Clause 17; and
 - (B) terms allowing the Supplier or (in respect of a Sub-contract below the first tier) the payer under the relevant subcontract to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.
- 54.7 On or before the Commencement Date the Supplier shall notify the Authority in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Authority. The Supplier shall also immediately provide to the Authority in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Services after the Commencement Date.
- 54.8 The Authority reserves the right to verify whether there are any grounds for excluding any Sub-Contractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Authority's exercise of its right under this Clause 54.8, the Authority may request that the information provided by the Supplier under Clause 54.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Sub-Contractor(s). Further, the

Authority:

- (A) shall require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and
- (B) may require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

54.9 The Supplier shall promptly notify the Authority of any circumstances from time to time that might give rise to a right of the Authority to require replacement of a Sub-Contractor pursuant to Clause 54.8(A) or (B).

54.10 The Authority shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clause 54.8(A) or (B).

55. Change of Control

The Supplier shall not without the prior written consent of the Authority implement any Change of Control of the Supplier.

56. Costs

Except as otherwise agreed each Party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Contract.

57. Severance

57.1 Each provision of this Contract (including each provision in each of the schedules) is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by Applicable Law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Contract. The remaining provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not therefore be affected or impaired.

57.2 If a provision of this Contract is held to any extent to be invalid, the Parties shall as soon as reasonably practicable commence negotiations in good faith to remedy that invalidity.

58. Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the prior written approval of the Authority. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Authority of the content of such an interview.

59. Corrupt Gifts and Payments of Commission

- 59.1 The Supplier undertakes that it shall not and shall procure that its Sub-Contractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Authority other than as a representative of the Authority without the Authority's prior written approval.
- 59.2 The Supplier undertakes that it shall not, and shall use reasonable endeavours to procure that its Sub-Contractors and suppliers shall not commit any Prohibited Acts or cause the Authority to commit any equivalent act.
- 59.3 The Authority shall have the right to audit any and all records necessary to confirm compliance with this Clause 59 at any time during performance of this Contract and during the twelve (12) year period following completion of performance
- 59.4 Without prejudice to Clause 59.1, the Supplier shall ensure that it and any other Sub-Contractors shall:
- (A) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (B) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;
 - (C) comply with the Authority's policy on fraud, theft, bribery, corruption, irregularity and waste referred to as "TfL's Fraud and Bribery Policy" as the Authority may update it from time to time ("Relevant Policy");
 - (D) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and Clause 59.4(A), and will enforce them where appropriate;
 - (E) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Sub-Contractor in connection with the performance of this Contract of which the Supplier is, or ought reasonably to be, aware;
 - (F) immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract; and
 - (G) on 31 March annually, certify to the Authority in writing signed by an officer of the Supplier compliance with this Clause 59 by the Supplier and all Sub-Contractors. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

60. No Waiver

- 60.1 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 60.2 No payment made by the Authority shall indicate or be taken to indicate the Authority's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of this Contract or otherwise.

61. Mitigation

Both Parties shall take all reasonable steps and in the case of the Supplier act in accordance with Good Industry Practice to minimise and mitigate any loss and/or compensation for which it may make a claim against or which it may otherwise be entitled to recover from the other Party, including in the case of the Supplier by procuring (where applicable) that all Supplier Parties take all reasonable steps to mitigate and minimise such loss and/or compensation.

62. Entire Contract

This Contract embodies and sets forth the entire contract and understanding of the Parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of this Contract. Except in the case of fraud, neither Party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in this Contract.

63. Other Contracts with the Authority

Except as otherwise agreed in writing by the Parties, if the Supplier or any Supplier Party has entered or enters into any other contract with the Authority relating in any way to the subject matter of this Contract, no breach by the Authority of such other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Authority, its servants or agents or other contractors relating to or connected with any other such contract shall, regardless of any negligence on its part or their part:

- (A) give the Supplier any right under this Contract to a Relief Event or an extension of time or additional payment or damages or any other relief or remedy whatsoever against the Authority;
- (B) affect, modify, reduce or extinguish either the obligations of the Supplier or the rights or remedies of the Authority under this Contract; or
- (C) be taken to amend, add to, delete, or waive any term or condition of this Contract.

64. Dispute Resolution

If any question, dispute, difference or claim (a "Dispute") should arise under or in connection with this Contract, either Party may refer it for resolution pursuant to Schedule 12 (Dispute Resolution Procedure).

65. Counterparts

This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

66. Partnerships and Joint Ventures

- 66.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Contract are joint and several. This Contract and the liabilities of the partners under this Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Authority confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under this Contract.
- 66.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under this Contract are joint and several.
- 66.3 Nothing in this Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in this Contract, neither Party is deemed to be the agent of the other, nor does neither Party hold itself out as the agent of the other.

67. Independent Supplier

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or Sub-Contractors or their employees hold themselves out as, an agent of the Authority.

68. Governing Law and Jurisdiction

- 68.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 68.2 The Authority and the Supplier submit, subject to the provisions of this Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Authority has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

69. Contracts (Rights of Third Parties) Act 1999

- 69.1 Subject to the Replacement Employer's rights under Clause 30, no person except any

member of the TfL Group may enforce this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

- 69.2 Notwithstanding those rights referred to in Clause 69.1, the Authority and the Supplier may agree to vary or rescind this Contract without the consent of any third party.

70. Further Assurance

- 70.1 Each Party agrees to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Contract.

71. Duty of the Supplier to notify Occasion of Tax Non-Compliance

- 71.1 The Supplier shall send written notification of any Occasion of Tax Non-Compliance to the Authority within five (5) Working Days from the date it became aware that it has committed an Occasion of Tax Non-Compliance during the performance of this Contract. The notification shall include steps being taken, if applicable, to remedy the Occasion of Tax Non-Compliance.
- 71.2 For the avoidance of doubt, the obligation in Clause 71.1 also applies to an Occasion of Tax Non-Compliance in non-UK jurisdictions. If the Occasion of Tax Non-Compliance occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the Occasion of Tax Non-Compliance and any relevant tax laws and administrative provisions so the Authority can understand the nature and seriousness of the Occasion of Tax Non-Compliance.
- 71.3 Promptly upon a request by the Authority, the Supplier shall supply to the Authority a certificate signed by two (2) of its directors or senior officers on its behalf certifying that no Occasion of Tax Non-Compliance is continuing, or if an Occasion of Tax Non-Compliance is continuing, specifying the Occasion of Tax Non-Compliance and the steps, if applicable, taken to remedy it. This should include any mitigating factors that the Supplier considers relevant.
- 71.4 In exercising its rights or remedies under this Clause 71 or Clause 43, the Authority shall:
- (A) act in a reasonable and proportionate manner taking into account, among other things:
 - (1) the gravity and duration of the Occasion of Tax Non-Compliance and any sanctions imposed by a court or tribunal; and
 - (2) any remedial action taken by the Supplier to prevent reoccurrence of the Occasion of Tax Non-Compliance;
 - (B) seriously consider, where appropriate, action other than termination of this Contract to deal with the failure of the Supplier to comply with this Clause 71.

72. Capacity

Save as otherwise expressly provided, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Authority to the Supplier.

73. Amendments

Any amendments to this Contract, other than those made in accordance with Clause 14, shall be effective only if made by agreement in writing between the Authority's Representative and the Supplier's Representative, or those persons duly appointed by either Party to act on behalf of the Authority's Representative and the Supplier's Representative in accordance with Clause 11.

74. Notices and Service of Process

74.1 Subject to Clause 74.2, any notice or other document given under, or in connection with, this Contract must be in English and in writing and sent by letter, electronic mail or fax or delivered by hand to the other Party's representatives in each case to the address identified below. The notice or other document will be effective as follows:

- (A) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (B) if the notice or other document is sent by electronic mail, it shall be deemed to be given five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the electronic mail was dispatched and the address it was sent to. The place of delivery of electronic mail will be deemed to be the postal address of the recipient set out in Schedule 1 (Detailed Terms);
- (C) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and
- (D) if the notice or other document is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

The address, electronic mail addresses and fax numbers of the Authority and the Supplier are set out in Schedule 1 (Detailed Terms).

If a Party's details change, it must notify the other Party promptly in writing of any such changes.

74.2 The Parties agree that proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax provided that the Authority may from time

to time give notices to the Supplier that such proceedings may be served by electronic mail or fax. If the Authority gives such a notice then with effect from such notice such proceedings may be served by electronic mail or fax in accordance with Clause 74.1. The Authority may from time to time rescind such a notice by further notice and, with effect from the date of such notice of rescission, proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax.

PART 16: TRANSPORT FOR LONDON GROUP REQUIREMENTS

75. Transport for London Group

75.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (A) Without prejudice to the Authority's right to terminate this Contract under Clause 42.1, 43, or at common law, the Authority may terminate this Contract at any time in accordance with the provisions of this Clause 75.1 in the event that:
- (1) there is a Declaration of Ineffectiveness; or
 - (2) there is a Public Procurement Termination Event (without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (B) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Authority shall notify the Supplier. The Parties agree that the provisions of this Clause 75.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 42.1 and this Clause 75.1 or the Cessation Plan, the provisions of this Clause 75.1 and the Cessation Plan shall prevail.
- (C) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- (D) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- (1) an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - (2) minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities, in accordance with the provisions of this Clause 75.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (E) Upon agreement, or determination by the Authority of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

- (F) The Authority shall pay the Supplier's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Contract in accordance with this Clause 75.1.

75.2 Crime and Disorder Act 1998

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

- (A) have due regard to the impact of crime, disorder and community safety in the exercise of its duties;
- (B) where appropriate, identify actions to reduce levels of crime and disorder; and
- (C) without prejudice to any other obligation imposed on the Authority, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, in its area:
 - (1) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (2) the misuse of drugs, alcohol and other substances; and
 - (3) re-offending,

and in the performance of this Contract, the Supplier shall assist and co-operate with the Authority and relevant members of the TfL Group and shall use reasonable endeavours to procure that its Sub-Contractors assist and co-operate, with the Authority and relevant members of the TfL Group to enable the Authority to satisfy its duty.

75.3 The Authority's business

The Supplier acknowledges that it:

- (A) has sufficient information about the Authority and the Services;
- (B) is aware of the Authority's processes and business;
- (C) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with this Contract;
- (D) is aware of the purposes for which the Services are required; and
- (E) shall neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or

misunderstanding by it of any fact relating to the Services.

75.4 Best value

The Supplier acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Supplier shall assist the Authority to discharge its duty where possible, and in doing so, shall carry out any review of Services reasonably requested by the Authority from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Authority any changes to this Contract in order for the Authority to achieve best value.

75.5 Conflict of Interest

- (A) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Authority.
- (B) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this Contract and in any event not less than once in every six (6) months and shall notify the Authority in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Services under this Contract or with any member of the TfL Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Contract.

75.6 Equality and Diversity

- (A) Without limiting the generality of any other provision of this Contract, the Supplier:
 - (1) shall not unlawfully discriminate;
 - (2) shall procure that its employees and agents do not unlawfully discriminate; and
 - (3) shall use reasonable endeavours to procure that its Sub-Contractors do not unlawfully discriminate when providing the Services,within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.
- (B) The Supplier acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

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

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

- (C) The Supplier shall ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Contract comply with the Authority's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Authority at any time on request.
- (D) The Authority's Harassment, Bullying and Discrimination Policy as up-dated from time to time (copies of which are available on request from the Authority) requires the Authority's own staff and those of its Sub-Contractors to comply fully with the Harassment, Bullying and Discrimination Policy to eradicate harassment in the workplace. The Supplier shall:
 - (1) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Harassment, Bullying and Discrimination Policy;
 - (2) fully investigate allegations of workplace harassment in accordance with the Harassment, Bullying and Discrimination Policy; and
 - (3) ensure that appropriate, effective action is taken where harassment is found to have occurred.
- (E) In addition to this Clause 75.6, the Supplier shall comply with its obligations under Schedule 14 (Responsible Procurement) in respect of equality and diversity.

75.7 Work Related Road Risk

- (A) For the purposes of Clauses 75.7(B) to 75.7(J) (inclusive) of this Contract, the following expressions shall have the following meanings:

"Approved Progressive Driver Training" means 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” means a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Category N2 HGV” means 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” means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“CLOCS Standard” means 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” means a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle” means an HGV, a Van or a Car-derived Van;

“Direct Vision Standard” or “DVS” means 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;

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

“DVLA” means Driver and Vehicle Licensing Agency;

“FORS” means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and P2W. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard” means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

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

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

“MAM” means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Silver Accreditation” means 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; and

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

(B) Fleet Operator Recognition Scheme Accreditation

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Commencement Date:

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

(C) Safety Features on HGVs

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

(D) Construction Logistics and Community Safety (CLOCS)

Where applicable:

- (1) the Supplier shall comply with the CLOCS Standard; and
- (2) the Supplier shall ensure that the conditions at all sites and locations where:
 - (a) the Services are being provided, or
 - (b) in connection with the performance of the Works, 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 Works.

(E) **Direct Vision Standard**

Where applicable:

- (1) the Supplier shall comply with the Schedule 23 (Heavy Vehicles Direct Vision Standard); and
- (2) the Supplier shall ensure that:
 - (a) 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;
 - (b) 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.

(F) **Driver Training**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the term of the Contract.

(G) **Collision Reporting**

- (H) Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall within 15 days of the Commencement Date, provide to the Authority a Collision Report. The Supplier shall provide to the Authority an updated Collision Report within five Working Days of a written request from the Authority at any time. **Self-Certification of Compliance**

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Authority detailing its compliance with Clauses 75.7(B), 75.7(C) 75.7(D), 75.7(E), 75.7(F) and 75.7(G) of this Contract (the "WRRR Self-Certification Report"). The Supplier 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.

(I) **Obligations of the Supplier regarding Sub-Contractors**

The Supplier 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 Contract:

- (1) Clauses 75.7(F), 75.7(G) and 75.7(H); and
- (2) for Category N2 HGVs – Clause 75.7(C);
- (3) for Category N3 HGVs – Clauses 75.7(C) and, where applicable, 75.7(D) and 75.7(E);

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

(J) **Failure to Comply**

Without limiting the effect of any other Clause of this Contract relating to termination, if the Supplier fails to comply with Clauses 75.7(B), 75.7(C) (where applicable), 75.7(D) (where applicable), 75.7(E) (where applicable), 75.7(F), 75.7(G), 75.7(H) and/or 75.7(I):

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

76. Enhanced Capital Allowances

76.1 For the purposes of this Clause 76, "Eligible Components" shall mean any products that are listed or capable of being listed on the Energy Technology List and/or the Water Technology List.

76.2 **Registration of Eligible Components**

- (A) The Supplier shall use Eligible Components in providing the Services and shall comply with the following obligations:
- (1) if the Supplier has the choice between an Eligible Component and another product, the Supplier shall use the Eligible Component; and
 - (2) if the Supplier develops a product that is capable of being an Eligible Component, the Supplier shall ensure that this product is designed in a way that allows it to become an Eligible Component.
- (B) The Supplier's obligations contained in Clause 76.2(A) above shall not apply to a particular product if the Supplier provides to the Authority evidence that is satisfactory to the Authority that it is not reasonably practicable to comply with

the obligations contained in Clause 76.2(A) above in relation to that particular product.

- (C) The Supplier shall register all Eligible Components on the Energy Technology List and/or the Water Technology List (as the case may be) and shall provide to the Authority evidence of such registration that is acceptable to the Authority within ten (10) days of registration.

76.3 Claim for Enhanced Capital Allowances

- (A) To enable the Authority to support its claim to HM Revenue and Customs in relation to Enhanced Capital Allowances, the Supplier shall provide the following information to the Authority as necessary:
 - (1) details of all Eligible Components, including:
 - (a) the number of Eligible Components;
 - (b) unique model reference numbers; and
 - (c) Supplier details and evidence of conformance with minimum performance;
 - (2) the cost per each Eligible Component;
 - (3) any applicable professional fees directly associated with the provision of each Eligible Component;
 - (4) the installation and delivery costs of each Eligible Component and associated preliminaries directly associated with the provision of each Eligible Component; and
 - (5) details of the asset on which each Eligible Component purchased will be installed.
- (B) For the purposes of Clauses 76.3(A)(1) to 76.3(A)(5) inclusive, the Supplier shall provide to the Authority an invoice or payment certificate along with supporting evidence that demonstrates to the satisfaction of the Authority that the costs incurred as referred to in Clauses 76.3(A)(1) to 76.3(A)(5) inclusive are sufficiently linked to each Eligible Component (where applicable).
- (C) For the purposes of section 5 of the Capital Allowances Act 2001, the Supplier shall provide the Authority with the delivery date for each Eligible Component.
- (D) The Supplier agrees to co-operate with the Authority and its professional advisers in relation to the submission and agreement of such claim to HM Revenue and Customs.

- 76.4 The Supplier undertakes and confirms to the Authority that neither it nor any Affiliate, Sub-Contractor, supplier or provider of finance to the Supplier or any of those persons has claimed and that it will not claim and shall procure that no such other person shall

claim any Enhanced Capital Allowances or analogous tax allowances in respect of the Services.

SIGNATURES

IN WITNESS of which this document has been executed as a deed by the Parties and delivered as a deed on the date first written above.

Executed as a **deed** by)
affixing the common seal of)
LONDON UNDERGROUND)
LIMITED in the presence of

Authorised Signatory

Executed as a deed by)
[SUPPLIER DETAILS TO)
BE INSERTED] acting by)

Authorised Signatory

and

Authorised Signatory

SCHEDULE 1: DETAILED TERMS

Contract Reference Number:	TfL 001127
Supplier Reference:	TfL 001127 Programmable Logic Controllers Maintenance, Servicing and Fault Call Response
Commencement Date:	Thursday August 1 st , 2019.
Services Commencement Date:	Thursday August 1 st , 2019.
Expiry Date:	Thursday August 1 st , 2024.
Supplier's Representative:	<div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 200px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 2px;"></div>
Supplier's address for service of notices: Address: Telephone: Email:	Z – TECH CONTROL SYSTEM LTD Unit 4 Meridia, Buckingway Business Park, Anderson Road, Swavesey, Cambridge CB24 4AE 01223 653 500 Angela.nilsson@z-tech.co.uk Brendan.nicholson@z-tech.co.uk
Authority's Representative: Address for service of notices: Telephone: Email	Z – TECH CONTROL SYSTEM LTD Unit 4 Meridia, Buckingway Business Park, Anderson Road, Swavesey, Cambridge CB24 4AE 01223 653 500 <div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div>
Authority's address for service of notices: Address: Telephone: Email:	Transport For London London Underground Ltd Commercial 55 Broadway Complex 55 Broadway LONDON, SW1H 0BD

Additional applicable standards under Clause 5.2(D):	Please refer to Specification.
Specification:	<div></div> <div></div>
Site:	Please refer to Schedule 2 Specification.
Contract Price:	See Schedule 2 (Payment)
Security required pursuant to Clause 53.1	
Bond	[Yes/No] <i>[Note: If Yes, amount to be stated]</i>
Parent company guarantee:	[Yes/No]
Interest Rate pursuant to Clause 20:	[2%] above the Bank of England base rate. <i>[Note: Please confirm 2% is the preferred rate of interest]</i>

SCHEDULE 2: PAYMENT

1. Introduction

- 1.1 This Schedule 2 sets out the Contract Price for the delivery of the Services by the Supplier, and the performance of the Supplier's other obligations, under or in connection with this Contract.
- 1.2 The Contract Price shall be inclusive of all costs and expenses of whatsoever nature and howsoever incurred by the Supplier in the provision of the Services and the performance of the Supplier's obligations in accordance with this Contract.

2. Definitions

In this Schedule 2, the following definitions shall have the following meanings:

"Associated Rates" means the rates set out in the columns headed National Insurance, Pension, Sickness Allowance, Holiday Allowance, Total Vehicle Allowance, Mobile data charges, PPE, Expenses, Medical Benefit and Others in Matrix 1 of the Pricing Matrix for the relevant year.

"Costs" means all the costs set out in Matrix 2 and Matrix 3 of the Pricing Matrix for the relevant year.

"Hourly Pay Rate to Operative" means the rate set out in the column headed Hourly pay rate to operative in Matrix 1 of the Pricing Matrix for the relevant year.

"Pricing Matrix" means the Pricing Matrix set out in Appendix 1 (Pricing Matrix) of this Schedule 2 (Payment).

"Rates" means the Hourly Pay Rate to Operative and the Associated Rates.

3. Contract Price and Payment Applications

- 3.1 The Contract Price is as set out in Matrix 1, Matrix 2, Matrix 3 and Matrix 4 of the Pricing Matrix and calculated in accordance with this Contract.
- 3.2 The Contract Price shall remain fixed for the duration of this Contract save for Variations agreed between the Company and the Supplier in accordance with Clause 6 (Additional Services) and Clause 7 (Variation) and Schedule 5 (Contract Variation Procedure). The amounts paid to the Supplier further to Clause 8 may be reduced by Abatements calculated in accordance with Schedule 10.
- 3.3 Payment Applications may only be submitted on a Payment Application Date.
- 3.4 Any Variation further to Clause 6 (Additional Services) and Clause 7 (Variation) and Schedule 5 (Contract Variation Procedure) will be priced in accordance with:

- (A) in the case of ongoing maintenance requirements including the addition or removal of systems and/or assets, Matrix 1 – Planned Labour, Matrix 2 - Planned Direct costs, Matrix 3 - Planned Indirect and Matrix 4 – Adhoc Additional Works of the Pricing Matrix (5) Spares Price List.; and
- (B) in the case of ad-hoc and remedial additional works or services, Matrix 5 of the Pricing Matrix. :

APPENDIX 1: PRICING MATRIX

Schedule 2 Appendix 1 is the document titled Pricing Matrix 1 – 4.

Matrix 1

Part A - PPM Planned Maintenance Contract Price

		Cost Element			
Year	Financial Year	Labour Costs Planned Maintenance Matrix (1)	Direct Cost from Matrix (2)	Indirect cost Matrix (3)	Contract Price
1 August 2019 - 31 July 2020	2019-2020				
1 August 2020 - 31 July 2021	2020-2021				

Part B Total Contract Price (including mobilisation cost)

Total Contract Price including Mobilisation Cost				
Shift Total	proposed length of shift Multiplied by	Cost of Operatives	Estimated Fault Call Fee per period	Estimated cost of spares

Year 1 - Financial Year 2019 / 2020

Planned Maintenance

Ref	Operative Grade/ Description	Number of Hours (in this Financial Year)				Please provide an Hourly breakdown of the hourly rate payable for the Operative Grade/ Description for the working time stated													Labour Cost - Planned Maintenance - 2019/2020
		M-F	Sa	Su		Hourly pay rate to operative £	National Insurance £	Pension £	Sickness Allowance £	Holiday Allowance £	Total Vehicle Allowance (incl. fuel, congestion charge, lease, Maintenance) £	Mobile data charges (calls and data) £	PPE £	Expenses (example – fuel costs where paid by the operative)	Medical Benefit £	Others £	Hourly Rate		
Op1	MEICA Engineer																		
Op2	MEICA Engineer																		
Op3	MEICA Engineer																		
Op4	MEICA Engineer																		
Op5	Assistant Technician																		
Op6	Assistant Technician																		
Op7	Contract Manager																		
Op8	Contract Supervisor																		
Total Planned Maintenance Hours and Labour Costs for Financial Year 2019/20																			

Year 2 - Financial Year 2020/2021

Planned Maintenance

Ref	Operative Grade/ Description	Number of Hours (in this Financial Year)			Please provide an Hourly breakdown of the hourly rate payable for the Operative Grade/ Description for the working time stated												Labour Cost - Planned Maintenance - 2020/2021	
		M-F	Sa	Su		Hourly pay rate to operative £	National Insurance £	Pension £	Sickness Allowance £	Holiday Allowance £	Total Vehicle Allowance (incl. fuel, congestion charge, lease, Maintenance) £	Mobile data charges (calls and data) £	PPE £	Expenses (example – fuel costs where paid by the operative	Medical Benefit £	Others £		Hourly Rate
Op1	MEICA Engineer																	
Op2	MEICA Engineer																	
Op3	MEICA Engineer																	
Op4	MEICA Engineer																	
Op5	Assistant Technician																	
Op6	Assistant Technician																	
Op7	Contract Manager																	
Op8	Contract Supervisor																	
Total Planned Maintenance Hours and Labour Costs for Financial Year 2020/21																		

Year 3 - Financial Year 2021 / 2022

Planned Maintenance

Ref	Operative Grade/ Description n	Number of Hours (in this Financial Year)				Please provide an Hourly breakdown of the hourly rate payable for the Operative Grade/ Description for the working time stated													Labour Cost - Planned Maintenance - 2021/2022
		M-F	Sa	Su		Hourly pay rate to operative £	National Insurance £	Pension £	Sickness Allowance £	Holiday Allowance £	Total Vehicle Allowance (incl. fuel, congestion charge, lease, Maintenance) £	Mobile data charges (calls and data) £	PPE £	Expenses (example – fuel costs where paid by the operative) £	Medical Benefit £	Others £	Hourly Rate		
Op1	MEICA Engineer																		
Op2	MEICA Engineer																		
Op3	MEICA Engineer																		
Op4	MEICA Engineer																		
Op5	Assistant Technician																		
Op6	Assistant Technician																		
Op7	Contract Manager																		
Op8	Contract Supervisor																		
Total Planned Maintenance Hours and Labour Costs for Financial Year 2021/22																			

Year 4 - Financial Year 2022/2023

Planned Maintenance

Ref	Operative Grade/ Description n	Number of Hours (in this Financial Year)				Please provide an Hourly breakdown of the hourly rate payable for the Operative Grade/ Description for the working time stated													Labour Cost - Planned Maintenance - 2022/23
		M-F	Sa	Su		Hourly pay rate to operative £	National Insurance £	Pension £	Sickness Allowance £	Holiday Allowance £	Total Vehicle Allowance (incl. fuel, congestion charge, lease, Maintenance) £	Mobile data charges (calls and data) £	PPE £	Expenses (example – fuel costs where paid by the operative) £	Medical Benefit £	Others £	Hourly Rate		
Op1	MEICA Engineer																		
Op2	MEICA Engineer																		
Op3	MEICA Engineer																		
Op4	MEICA Engineer																		
Op5	Assistant Technician																		
Op6	Assistant Technician																		
Op7	Contract Manager																		
Op8	Contract Supervisor																		
Total Planned Maintenance Hours and Labour Costs for Financial Year 2022/23																			

Year 5 - Financial Year 2023/2024

Planned Maintenance

Ref	Operative Grade/ Description	Number of Hours (in this Financial Year)			Please provide an Hourly breakdown of the hourly rate payable for the Operative Grade/ Description for the working time stated												Labour Cost - Planned Maintenance - 2023/2024
		M-F	Sa	Su	Hourly pay rate to operative £	National Insurance £	Pension £	Sickness Allowance £	Holiday Allowance £	Total Vehicle Allowance (incl. fuel, congestion charge, lease, Maintenance)	Mobile data charges (calls and data) £	PPE £	Expenses (example – fuel costs where paid by the	Medical Benefit £	Others £	Hourly Rate	
Op1	MEICA Engineer																
Op2	MEICA Engineer																
Op3	MEICA Engineer																
Op4	MEICA Engineer																
Op5	Assistant Technician																
Op6	Assistant Technician																
Op7	Contract Manager																
Op8	Contract Supervisor																
Total Planned Maintenance Hours and Labour Costs for Financial Year 2023/24																	

Total contract cost

£2,152,620.20

Matrix 2

Direct Cost

Area of Specification represented in this tab	Escalator Maint.
Service	<i>Planned Maint.</i>

Please provide the breakdown the delivery of the Services

Year 1 - Financial Year 2019 /

Please list the components of the direct costs

Materials

Health, Safety, Quality and Environmental Systems (PPE and Protective Clothing).

Tools

Plant Equipment

Programmable Logic Controller Software support

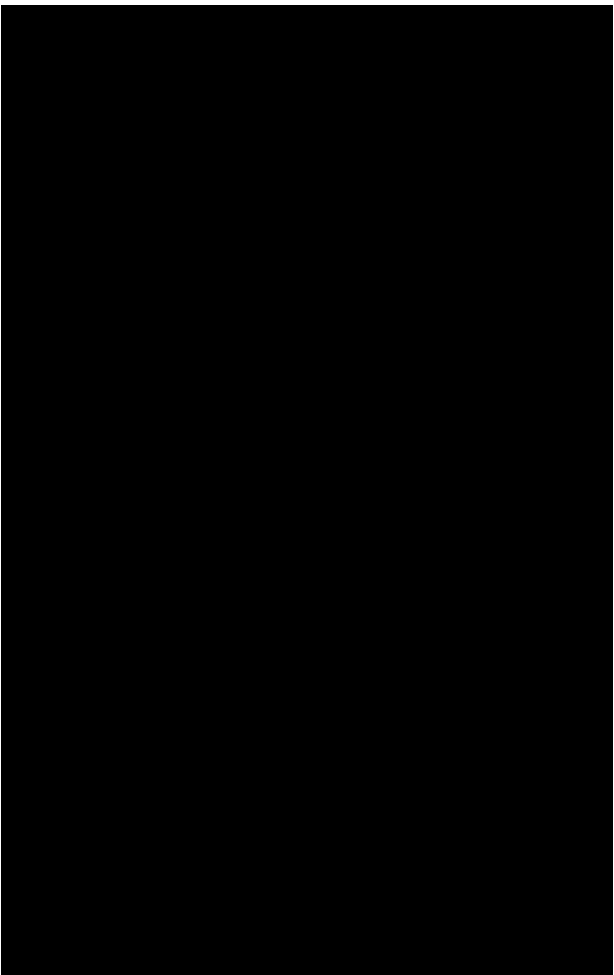
Transport

Helpdesk Support

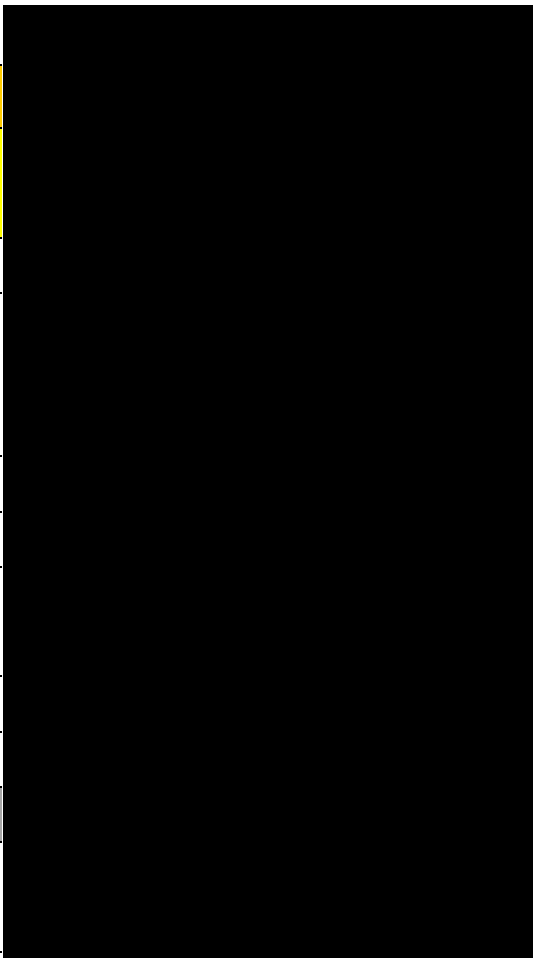
Total

Total Direct Costs for Financial Year 2019/20

Year 2 - Financial Year 2020
Please list the components of the direct costs
Materials
Health, Safety, Quality and Environmental Systems (PPE and Protective Clothing).
Tools
Plant Equipment
Programmable Logic Controller Software support
Transport
Helpdesk Support
Total
Total Direct Costs for Financial Year 2020/21



Year 3 - Financial Year 2021 / 2	
Please list the components of the direct costs	
Materials	
Health, Safety, Quality and Environmental Systems (PPE and Protective Clothing).	
Tools	
Plant Equipment	
Programmable Logic Controller Software support	
Transport	
Helpdesk Support	
Total	
Total Direct Costs for Financial Year 2021/22	



Year 4 - Financial Year 2022 / 2023

[illegible]

Year 5 - Financial Year 2023 / 2024	
Please list the components of the direct costs	Planned Maintenance
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]

Year 2 - Financial Year 2020 / 2021	
Please list the components of the indirect costs and profit	Price £
Management Support	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]

[illegible]

Year 4 - Financial Year 2022 / 2023

Please list the components of the indirect costs and profit

Price

[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]

[illegible]

Matrix 3

ADDITIONAL WORKS /
FAULT CALL
RESPONSE

As detailed in Clause 14 and Schedule 5 of the Contract the Company may require the Supplier to carry out Additional Works and the cost for any Additional Works shall be calculated using the Additional Works Rates set out in Matrix 5 - Additional Works Rates

Part A **Labour Rates**

Labour rates for the following grades
Note: charges for Project Manager shall not be permitted under Additional Works.

	Labour Cost £				
	Weekday	Weekday	Sat / Sun	Sat / Sun	Bank Holiday
Operative					

Subcontractors

All such costs shall be submitted and charged at cost (supported /evidenced by a supplier, manufacturer or sub-contractor quotation)

Part C The Spares Price List

Part D Uplift	
Fixed percentage uplift applied on the total cost (where relevant) above in Part A and Part B only To include overheads and profit and all other costs	
Uplift % <input type="text"/>	
Please list the components of Uplift (Part D)	% <input type="text"/>
<input type="text"/>	<input type="text"/>
Health, Safety, Quality and Environmental Systems (PPE and Protective Clothing).	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Spares Price List Part C

114

BECKHOFF KL1114 4 WAY 24VDC INPUT	
BECKHOFF BK3100 Master module	
760226 110V RELAY HARD GOLD PLATED	SMS

FIELD COMPONENTS	
Bero Sonar- 3RG6233-3AB00	Missing Step
Turck - 100mm sensing range	Missing Step
XS1N18PA349 Sensor	HANDRAIL SENSOR
XCS PA792	HANDWIND SWITCH
XCS Z14	
ZCKM419990001 Switch Body	CARRIAGE SWITCH
ZCK-D21 Roller Plunger Arm	
ZCK-D02 Roller Plunger Head	
ZCK-J1H29 Chain Anchor Switch	CHAIN ANCHOR SWITCH
ZCK-E67 Straight Roller Plunger Head	
ZCK-E65 Angled Roller Plunger Head	
ZCD21 Snap Action Switch	COMB PLATE/HANDRAIL ENTRY SWITCH
ZCE02 Roller Plunger Head	
ZCDEP16 Gland Plate	
ZCE10 Plunger Head	
ZCKM1H29 Flat Switch Body	HANDRAIL ENTRY
XCMD2117L1 Aux Brake Switch MY-A	AUX BRAKE
XSAV11801	Missing Step
WHEELS BLACK ELASTIC RUBBER TYRED, CAST IRON CENTRE, COMPLETE WITH 25mm BALLJOURNAL BORE. HUB WIDTH 50mm HUB WIDTH 50mm TYPE BZHL200WCRBJM25	HANDRAIL WHEEL
D4B-4171N Roller Plunger Head	LOW STEP
ZE-N-2G Kink Link Micro S/W	KINK LINK
Z-15GQ-B Micro Switch	OP BRAKE
D4B-4111N Roller Plunger Head	AUX BRAKE
G2R RELAY BASE	Various
G2R 24v RELAY	Various
G2R 110v RELAY	Various

G2R 230v RELAY	Various	████
LIKA 5000PPR ENCODER	ENCODER	████
ENCODER ROTATION BLOCK	ENCODER	████
BRITISH ENCODER 500PPR	ENCODER	████
MAIN CONTROLLER		
ZB2-BE101 CONTACT BLOCK	Contacts	████
ZB2-BE102 CONTACT BLOCKS	Contacts	████
THERMISTOR RELAYS LT3-SE00F	MT1/2	████
SAFETY RELAY XPS-AC3421	ISR	████
RELAY CA2 KN31-F7	VARIOUS	████
RELAY CA2 KN40-F7	VARIOUS	████
CONTACTOR LC1-D18 F7	BRAKES	████
CONTACTOR LC1-D32 F7		████
CONTACTOR LC1 D09 F7	LUBE PUMP	████
ZBE-101	Contacts	████
ZBE-102	Contacts	████
RELAY AUX LA1 KN22	VARIOUS	████
G9SA321 110v T075 OMRON RELAY	BFS	████
G9SA301 110V OMRON RELAY	Various	████
24VDC PSU S8VK-G06024	PSU	████
2 POLE RCBO 5SU1 354-1LB10	RCBO	████
Socomec Sirco MV 125A 2200 3012	Isolator	████
Socomec Handle 1404 2111		████
Socomec Terminal Shrouds 2294 3016		████
UIS 125N		████
ACS355 ANGEL HANDRAIL DRIVE	DRIVE	████
PROFIBUS FX INTERFACE Fx3U-32 DP 194214	Programmable Logic Controller Spares	████
Q00UJCPU Q PLC 221575		████
PROFIBUS MASTER CARD QJ71PB92V 165374		████
INPUT CARD QX10 129581		████
OUTPUT CARD QY10 129605		████
A5NP DRIVE PROFIBUS CARD (From Barwit Stock)	Comms Spares	████
A5NPA DRIVE PROFIBUS CARD (From Barwit	Comms Spares	████
A700 DRIVE PROFIBUS CARD	Comms Spares	████
A800 DRIVE PROFIBUS CARD	Comms Spares	████
MINI-NET DRIVE COMMS CARD (From Barwit)	Comms Spares	████
A1S PLC MINI-NET CARD (From Barwit Stock)	Comms Spares	████
A1S PLC PSU (From Barwit Stock)	Programmable Logic Controller Spares	████

Main Drive Contactor 75Kw AB100-D140-D11	Contactor	██████
AB100-DS1-11 (Inner)	Aux Contacts	██████
AB100-DS2-11 (Outer)	Aux Contacts	██████
Terminal Shroud 100-DTS110	Shrouds	██████
PILZ 1 SAFETY RELAY	Safety Relay	██████
PILZ 2 SAFETY RELAY	Safety Relay	██████
PLIZ 5 SAFETY RELAY	Safety Relay	██████
CVM	Meter	██████
3 PHASE RECTIFIER 227-8851	BR1-4	██████
VARISTOR 240-242	MOV	██████
Heat Exchanger Fan (Rittal)	Various	██████
Heat Exchanger Fan (ETA)	Various	██████
Inverter Cooling Fan	Various	██████
Regen Cooling Fan	Various	██████
Plc Battery A6	Various	██████
Plc Battery FX	Various	██████
Plc Battery Q	Various	██████
Motor Lubricator refills and batteries	Various	██████
Motor Lubricator refill lid	Various	██████
Motor Lubricator Motor	Various	██████
Panel cooling fan for Berlin controllers	Various	██████
Panel cooling fan for Termate controllers	Various	██████
Air Duster spray	Various	██████
Foam cleaner	Various	██████
Red ID cleaner	Various	██████
Motor Brushes (set of 4)	Various	██████

SCHEDULE 3: SPECIFICATION

SCHEDULE 3 SPECIFICATIONS

DEFINITIONS AND ABBREVIATIONS

1.1 For the purposes of this Schedule 3 (Specification) the following expressions shall have the following meaning:

- "Concession" means written authorisation allowing the *Supplier* not to comply with defined requirements of an applicable Standard or the Maintenance Specification as herein set (name schedule)
- "Component" means that which is being supplied and includes materials, goods, plant, Maintained Equipment, parts and spare parts.
- "Duty Station Manager" and "Station Supervisor" means the LU manager responsible for the operation of an LU underground station.
- "Fault" means a defect either mechanical or electrical which causes the Maintained Equipment not to be able to perform its normal function correctly or to reduce its effective rating or capacity.
- "Fault Response Team" means the team the *Supplier* has available to respond to, and resolve, Faults on Maintained Escalator Controllers as priced for in the Pricing Schedule 2.
- "Fault Response Time" means the time taken for a suitable qualified *Contractor's* representative to attend the Maintained Equipment on which a Fault has been reported from the time the *Supplier* was notified of such Fault.
- "Fit" means the ability of a Component to physically interface or interconnect with or become an integral part of another item.
- "Form" means any physical or visual parameters which uniquely characterise a Component which includes, for example, shape, size, dimension, mass, weight or colour.
- "Frustrated Access" is when the *Supplier* is denied access to the Maintained Equipment, through no fault of the *Supplier* and where the *Supplier* has a valid ACCESS number (RAILYSYS TBC).
- "Function" means the action or actions that a Component is designed to perform.

- “A Form, Fit and Function replacement” means a replacement Component that is of the same Form, Fit and Function as the Component that is being replaced.
- "Ellipse" means the integrated asset management system used by LUL.
- "Maintenance Activity" is any part of the Planned Maintenance Service identified in the Minimum Maintenance Regime.
- “Maintenance Control Centre” or "MCC" is the LUL call centre responsible for raising a record of Faults on LU assets and forwarding notification of each Fault on Maintained Equipment to the Supplier and recording the closing out of the Fault
- “Maintenance Module” is a group of Maintenance Activities the *Supplier* will undertake on Maintained Equipment during a planned service as identified on the Maintenance Programme on a specific date or dates.
- “Mean Time to Repair” means the time taken for a Fault to be repaired to allow the Maintained Equipment to be returned to passenger service from the time the *Supplier* was notified of a Fault on that Maintained Equipment
- “Reactive Service” means the requirement for the *Supplier* to attend the Site to rectify a Fault or defect resulting from an Excluded Event as defined in paragraph 5.14 in Schedule 3.
- “Repeat Fault” means a reoccurring Fault in a particular piece of Maintained Equipment, or a group of similar type of Maintained Equipment with in any 4 weeks period, which is caused by the same issue, i.e. a design issue, faulty component, which the *Supplier* will be required to investigate and resolve.
- “Planned Maintenance Services” or "PMS" means Maintenance Services on the Maintained Equipment which are on the accepted Maintenance Programme.
- “Safety Critical Licence Number” means the unique number on a licence issued to an operative who successfully completed LU Safety Courses (as listed in the QUENSH Conditions) showing the activities they are qualified to carry out.
- “Station Opening Hours” means the hours during which a LU underground station is open for customer access as determined from information contained in the Station Times Book – See appendix A.

1 GENERAL REQUIREMENTS

1.1 Appearance, Dress Code and Behaviour

- 1.1.1 The Supplier shall ensure that all staff engaged in delivery of the Services shall be of good character, capability, appearance and behaviour. Supplier staff shall undertake the Services with a high level of awareness of customer service.
- 1.1.2 The Supplier shall ensure that their staff maintain the highest standard of appearance and behaviour at all times and are professional and courteous when dealing with customers, Company staff and visitors.
- 1.1.3 Supplier staff engaged in the delivery of the Services shall comply with the TfL Code of Conduct Standard S5254. The Supplier shall ensure that their operatives execute work activities on Site with minimal levels of noise and appropriate conduct, especially within or close to any residential buildings and shall note and comply with any noise abatement requirements.
- 1.1.4 Whilst on duty, the Supplier's staff shall wear an appropriate uniform and Personal Protective Equipment (PPE) for the tasks being performed, and for the location in which they are operating. The wearing of personal accessories including dangling neckwear or similar articles should also be considered and not impact on the safety of performing the tasks. This shall be agreed with the Company prior to the Commencement Date and prior to any proposed change in design or style. All uniforms and PPE must be distinguishable from that of Company branded clothing.
- 1.1.5 Uniforms and/or PPE shall be in good repair at all times.
- 1.1.6 When required, keys and access cards (including other methods of controlled access) shall be provided to the Supplier and the Supplier shall be responsible for the safe keeping of such keys and access cards. The Supplier shall not manufacture duplicate keys and access

cards under any circumstances. The Supplier shall return to the Company all keys and access cards that have been issued on completion of any specific section of works for which keys and access cards have been issued.

1.1.7 Should the Supplier lose any key or access card provided by the Company then immediately on discovery of the loss, the Supplier shall:-

- a. notify the Company of the loss; and
- b. pay to the Company the cost of replacement of the key(s) or card(s) including any associated installation work.

1.2 Materials and Equipment

1.2.1 The Supplier shall be responsible for the supply, delivery, offloading, storage (where no storage can be provided by the Company) and testing of all materials, consumables, tools and Equipment including all safety Equipment necessary to undertake the Services.

1.2.2 The Supplier shall provide to the Company, on request, data/information on the safe use and storage of all Supplier materials, consumables, tools and Equipment used at the Sites.

1.2.3 The Supplier shall ensure the most energy efficient replacement materials, consumables, tools and Equipment are selected wherever possible. Only 'Energy A+++', 'A++', 'A+' or A rated appliances shall be provided as replacements for appliances.

1.2.4 Assets, Consumables and Components shall be replaced with a new product produced by the same manufacturer with the same product number. The Supplier may identify beneficial alternative products, which may be used only by prior agreement of the Company.

1.2.5 The Supplier shall submit details of materials, Consumables, tools and Equipment to be used in the delivery of the services to the Company for approval.

1.2.6 In accordance with the Company's commitment to reducing its' environmental impact through responsible procurement, the Company requires the use of cleaning materials and

consumables utilised in the delivery of the Services, as far as reasonably practicable, that are accredited to the EU Ecolabel standard (or equivalent).

- 1.2.7 The Supplier shall provide and hold an adequate supply of fully tested Spares to support the delivery of the Services. Any minimum requirements for specific Spares are more particularly detailed in the main specification requirement.
- 1.2.8 Any tools, Equipment or Spares which are provided by the Company for use by the Supplier, are solely for use in the delivery of the services. Title to the tools, Equipment or Spares shall remain with the Company.
- 1.2.9 The Supplier shall ensure that all tools, Equipment or Spares supplied and used in the delivery of Services are in good working order and shall carry the correct and valid certification/licence and where applicable be used by the relevant trained operative. The Supplier shall ensure all Equipment is suitably identified and maintain adequate records to satisfy an audit trail.
- 1.2.10 Work tools and materials shall be inspected and maintained to ensure it remains safe and available for operational use at all times in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 1.2.11 The Supplier shall maintain a record of any items of Company's work Equipment issued to the Supplier Personnel.
- 1.2.12 The Supplier shall only use materials and Equipment that is approved for use by the Company on the approved list of products and materials and complies with relevant standards where applicable, as set out in paragraph 2.18 (*Standards and Equipment performance*), and ensure that all supplied Assets, Consumables and Components meet or exceed the required and statutory standards that are current throughout the life of the Contract, and any extension thereof. Equipment installed by the Supplier, which in the reasonable opinion of the Company do not meet these requirements, shall be removed and

replaced with acceptable Equipment by the Supplier at no cost to the Company. If the Supplier is unable, or unwilling to replace any unsuitable Equipment then the Company may arrange their replacement at the Supplier's cost.

1.2.13 Materials used shall as far as reasonably practicable pose no hazard to health and shall not contravene any relevant regulations or statutory requirements. The labelling and handling of materials that may pose a health hazard shall be to the latest revision of the Control of Substances Hazardous to Health (COSHH) Regulations.

1.2.14 The Supplier shall be required to maintain Spares and materials owned by the Company. These Spares may be added too from time to time, but shall remain the property of the Company.

1.2.15 The Supplier will submit an inventory maintenance report verifying the quantity of the Company-owned and any non-owned Spares in place for the performance of the Maintenance Services no less than 28 days prior to the Services Commencement Date.

1.3 AUDIT AND INSPECTION

1.3.1 Introduction

Periodic audits and inspections are to be carried out by the *Supplier*, LUL or their representatives. Audits are intended to ensure that the quality of Maintenance Services and condition of the Maintained Equipment is maintained to a satisfactory level, and that continual improvement of Maintenance Services is achieved compliant with the Contract. All aspects of the *Supplier's* operations will be made available for audit and the scope of the audit will not be limited by the scope of the Contract.

1.3.2 Audit by LUL.

LUL will undertake an audit of the *Supplier's* management system and its implementation. The audit will be carried out by the Asset Owner or by an

independent body on their behalf. The audit will be carried out as considered necessary by the Asset Owner, as detailed in LUL's audit programme or as detailed in the QUENSH conditions.

The *Supplier* will facilitate these audits by affording access to documentation at their main office, local offices, stores, or on each site, and to make available such staff as are deemed necessary by the Asset Owner.

1.3.3 Non-Conformance

In the event that a non-conformance is recorded during any audit, the Asset Owner shall issue a corrective action request (CAR) or log the non-conformance as a Fault with the MCC immediately.

In the event that the non-conformity is of documentation, process or procedure then the auditor will issue a CAR that shall be required to be cleared in the timescale detailed in the Conditions of Contract.

Once recorded, the CAR will be discussed by both Parties at the closing meeting with a view to establishing if the non-conformance can be avoided in the future. Once future actions required are established, an audit report will be issued.

1.3.4 Audit Remedies

All non-conformities shall be included within the Maintenance Programme and rectified within 4 weeks of notification to the *Supplier*.

1.3.5 Joint Inspections

The intention of joint inspections is for both LUL and the *Supplier* to monitor the effects of the agreed maintenance regime to facilitate the continuous improvement and development of Maintenance Services.

The inspections will target areas of risk be it in age, environment or strategic criticality.

The *Supplier* is required to actively participate in joint maintenance inspections with LUL and attendance by others is required as detailed in the audit programme.

Formal recording and documenting of the inspection and its findings/observations will occur, acting as an indicator towards long-term improvement.

The *Supplier* will formulate proposals for modifications to the accepted Maintenance Programme from the findings of the joint inspections and submit these for approval to LUL by the end of the period following the period in which the joint inspection took place.

1.4 On-Site Storage & Accommodation

1.4.1 No office accommodation, storage, messing or vehicle parking facilities are provided at the Sites for the Supplier's use. The Supplier shall make their own arrangements in this respect and shall pay all fees and charges in connection therewith.

1.4.2 The Company will endeavour to provide suitable welfare and storage facilities at the Sites, but these cannot be guaranteed. The provision of such facilities shall be subject to local agreement.

1.4.3 Where such facilities are unavailable, the Supplier shall make his own arrangements in this respect and shall pay all fees and charges in connection therewith.

1.5 Temporary Hoardings

1.5.1 The Supplier shall provide temporary hoardings should they be required to deliver the Services. The Supplier shall construct temporary hoardings in accordance with the Company Standard S1027 (Site Hoarding, Fencing and Barriers).

1.5.2 The Supplier shall protect existing structures from damage during the delivery of the Services by the use of any necessary props, screens, fans, waterproof sheets, dust sheets and the like, and any damage caused shall be made good by the Supplier.

1.6 Utilities

- 1.6.1 Water and electricity for the beneficial use of the Supplier in delivering the Services may be utilised where available at each of the Sites. At London Underground stations, this will include a single-phase 110 volt supply in public areas and a 240V supply in communication equipment rooms (CER). Other Sites the authority may provide a 230v socket for low load within the controller, i.e. for charging a phone / laptop only. The Supplier shall provide all electrical leads from the local socket outlet to the place of work, including all necessary extension leads. All leads and Equipment shall be appropriately PAT tested and tagged in accordance with all current engineering standards and British Standards. The Supplier shall use battery operated tools and materials where possible to prevent circuits being overloaded.

1.7 Removal and Management of Waste

- 1.7.1 The Supplier shall be responsible for the prompt removal from the Sites of all waste or surplus material generated by the Supplier in the delivery of the Services and shall ensure its safe disposal.
- 1.7.2 The Supplier shall dispose of waste in accordance with the Company's waste policy and waste hierarchy for specific modes of transport included in the scope. The Waste Management procedures for each mode of transport included in this specification will be communicated to the Supplier in the contract information pack.

1.8 Skills and Qualifications of Supplier Staff

- 1.8.1 The Supplier shall provide staff suitably qualified and experienced to deliver the Services.
- 1.8.2 The Supplier shall ensure that there is a sufficient level of trained and competent staff to provide all the requirements of the Services at all times.

1.8.3 The Supplier shall provide staff qualified and competent in the discipline they are performing. The Supplier shall employ competent staff who will be responsible for planning, overseeing and signing off completed works/tasks.

1.8.4 The following minimum skill levels and qualifications shall be provided to a sufficient number of staff as required to provide the Services:

1.8.2 Skill Levels

1.8.2.1 The following skill levels and qualifications (as appropriate) are required in relation to the *Supplier* Personnel at the following levels:-

1.8.2.2 NVQ Level 3 in an Escalator Controller based discipline e.g. Installation and Commissioning, Maintenance etc. or 3 years of relevant field experience.

1.8.2.3 Note: This requirement does not apply to trainees, employed directly by the *Supplier*, where they are part of a *Supplier's* team supervised by a person with the qualifications defined above.

1.8.2.4 The Supplier shall provide details of the number and types of staff to which training will be provided to meet the skills and qualifications. Supplier's proposals will be subject to agreement and approval by the Company.

1.9 Modification to Components/Parts of Maintained Equipment

1.9.1 If the *Supplier* encounters or makes changes to any component/part of the Maintained Equipment which is different to that recorded in the asset listing then the *Supplier* shall immediately inform the Asset Owner of this fact detailing what, why, when and where the Maintained Equipment changes were made. The *Supplier* shall supply a revised asset list in a format that shall be agreed with the Asset Owner.

- 1.9.2 The *Supplier* may, at its own expense, modify any part of the Maintained Equipment to improve its ability to achieve the specified performance standards.

Before any such modifications are carried out details of drawings & any necessary consequential modifications to other parts, relevant documentation etc., must be submitted to the Asset Owner, for approval.

The *Supplier* shall ensure that the modified or redesigned Maintained Equipment is a Form, Fit and Function replacement.

- 1.9.3 In the case of any modification or redesign resulting from a design Fault, the *Supplier* shall, at LUL's option, modify or redesign any similar part of the Maintained Equipment then owned by LUL or replace them with modified or redesigned Maintained Equipment.

1.10 Contract Management

- 1.10.1 The *Supplier* will ensure that an accountable member of his maintenance staff (the "Supplier's Maintenance Supervisor") is available during office hours at all times (8am to 5pm Monday to Friday) with regard to responding to queries on Contract Management issues (commercial/variations/programme/performance) of the Maintenance Services. In the event that the Supplier's Maintenance Supervisor is unobtainable for more than a continuous period exceeding one working day then the *Supplier* will ensure that the Asset Owner is advised, in writing, who is the delegated assistant, and how they may be contacted, to undertake this role.

1.11 Access to Site

- 1.11.1 Possession of the Maintained Equipment must be booked in accordance with the requirements of the Asset Owner and comply with Schedule [4], the Access Procedure arrangements.

In the event that Access to the station or possession of the Maintained Equipment is refused to the *Supplier* by station staff the *Supplier* shall obtain:

- (a) A Fault Number from the Maintenance Control Centre; or
- (b) A station stamp endorsement / frustrated access form from the Station Supervisor and advise the Asset Owner immediately.

1.12 Site Working

- 1.12.1 Maintained Equipment maintenance shall be carried out in accordance with the current accepted Maintenance Programme submitted by the *Supplier* and approved by the Asset Owner from time to time in accordance with clause 19 of the Maintenance Terms.
- 1.12.2 The operation of the Maintained Equipment for passenger service is the responsibility of the Station Supervisor. The local LUL staff switches the Maintained Equipment into and out of service as required. The *Supplier*, upon returning possession of the Maintained Equipment to station staff, shall comply with the requirements of local staff regarding the need for the Maintained Equipment to be left in or out of service. The *Supplier* shall not remove the Maintained Equipment from public service for maintenance or cleaning without the prior agreement of the Station Supervisor or the Asset Owner.
- 1.12.3 The *Supplier* shall ensure that the *Supplier* Personnel treat passengers with courtesy and respect and refer any enquiries to the station staff.
- 1.12.4 Maintenance may normally be carried out outside of Station Opening Times. There will be occasions when LUL has priority use of the Maintained Equipment during these times. The *Asset Owner* will give as much notice as possible in order that Maintenance Services may be rescheduled. Should the number of working hours

increase from the original plan, the *Supplier* is obliged to amend the Maintenance Programme.

- 1.12.5 If delayed or prevented from carrying out scheduled work by a third party, the *Supplier* shall advise the Maintenance Control Centre (where a Fault has occurred) or the Station Supervisor (where it relates to Planned Maintenance Service) at the time. The *Supplier* shall also follow it up with a telephone call to the *Asset Owner* by 10:00 hours on the following day. Where the *Supplier* is subject to Frustrated Access the *Supplier* shall complete a Frustrated Access form (available on request from the *Asset Owner*) and submit to the *Asset Owner* within 4 days of the date of the Frustrated Access
- 1.12.6 Where a Maintained Equipment is in service and another is being maintained, access is to be made available for LUL's passengers and Staff to the in-service Maintained Equipment, ensuring its controllers and circuit breakers are accessible at all times.
- 1.12.7 Where a *Supplier* has full possession of a shaft/machine room and the Maintained Equipment are out of service, there must be safe access to all adjacent areas such as pump or fan chambers.
- 1.12.8 The *Supplier* shall immediately remove the asset from service if its continued operation is likely:
- to injure persons using the asset
 - to injure persons visiting the asset environment
 - to damage the asset
- 1.12.9 The Station Supervisor and the Asset Owner shall immediately be advised by the *Supplier* of the reasons for this action together with recommendations for restoring the Maintained Escalator Controller to service.
- 1.12.10 Planned Maintenance and minor repairs may only be carried out in the agreed hours

of possession which are during Engineering Hours.

1.12.11 Inspection work not interrupting the normal passenger service may be carried out during off-peak hours (being Station Opening Hours apart from 07:00 to 10:00 hrs and 16:00 to 19:00 hours).

1.12.12 Access for maintenance during traffic hours i.e. extended Engineering Hours shall be booked in accordance with the Access Procedure. All maintenance activities shall be shown on a plan and be provided for the Asset Owner's approval at least one Accounting Period prior to the work starting.

1.13 Records and Documentation

2.13.1 Drawings - The *Supplier* shall be responsible for producing and updating all relevant engineering drawings in hard copy and Computer Aided Design (CAD) as required due to works and services undertaken in accordance with the terms of this Contract. Each drawing including parts lists, where applicable, shall be supplied to LUL in a suitable format. The *Supplier* shall submit such drawings for comments to the Asset Owner within 20 Business Days of the implementation of any change during the course of the Contract.

1.13.2 The *Supplier* shall notify the Asset Owner of any discrepancies between the drawings provided by LUL and the current design and arrangement of the Maintained Escalator Controller and surrounding area.

1.13.3 The *Supplier* shall satisfy himself that any materials or Maintained Equipment produced from drawings provided by LUL or from drawings provided by the *Supplier* shall be fit for the intended purpose.

1.14 Method statements shall be supplied to the Asset Owner by the *Supplier* 10 business days before commencement of any Maintenance Services. These shall detail the actions the *Supplier* intends to take to monitor, clean and maintain the Maintained Equipment.

Acceptance of the method statements shall not relieve the *Supplier* of any of the *Supplier's* duties or responsibilities under the Contract.

1.15 Safety - Incident Reporting - The *Supplier* in charge of the workplace is to notify the Project Manager of all incidents immediately or no later than end of that shift by telephone and complete a Supplier's Incident Reporting Form before the end of that shift where:

- An employee has been fatally or seriously injured or has contracted a reportable disease through work;
- An incident occurs that could have resulted in an employee being fatally or seriously injured;
- An incident occurs causing, or with potential to cause damage to property Maintained Escalator Controllers or the environment. ("Near Hit")
- Any accident or injury

2 MAINTENANCE SERVICES

2.1 Scope of Maintenance Services

2.1.1 The Supplier shall provide the following maintenance services in accordance with this Schedule 3 (*Specification*) and the Contract requirements to all the Maintained Assets, including the necessary replacement of Consumables, Components and Supporting Infrastructure:

- a) Planned Maintenance Services;
- b) Reactive Maintenance Services;
- c) Spares Maintenance Services;
- d) Software Maintenance Services;

2.1.2 The Supplier shall provide a professionally managed, high quality maintenance service that ensures the effective operation of all items forming the Company's Equipment covered within this Specification and as detailed within Appendix B Asset List (& subsequent updates) includes but is not limited to:

- (a) A.C. Controller G5029 issue R6
- (b) D.C. Controller G5033 issue R2
- (c) D.C. Field Controller G5036 issue R2
- (d) Step Speed Monitoring G5039 issue A1
- (e) Handrail Speed Monitoring G5040 issue A1
- (f) A.C. Motor G5042 issue A1
- (g) D.C. Motor G5041 issue R1
- (h) Station Operations Room Indicator G5043 issue A1
- (i) A.C. Switchboard G5011 issue R3

- (j) D.C. Switchboard G5013 issue R2
- (k) A.C. "umbrella spec."G5037 issue A1
- (l) Specification SQM6734-01
- (m) Escalator Status Panels

2.1.3 The Maintained Escalator Controllers are required to be fully operational and functional 24 hours a day, 7 days a week, every day of the year.

The Maintenance Services shall comprise the following items:

3 Planned Maintenance

The Supplier shall deliver a planned maintenance service for assets as set out in Appendix B, which will ensure the equipment meets the requirements as set out in this Specification and all relevant laws.

Planned Maintenance will be carried out to protect the assets identified in order to ensure the assets are fit for purpose, to prolong their life, prevent deterioration and to reduce risk to customers and rail operations.

Maintenance tasks can include, but are not limited to:-

- Where labelling and signage is defective or missing this shall be made good.
- The Supplier shall confirm that all control functions and operating modes perform correctly;
- Inspect all enclosure access doors and ensure locks, hinges and bonding are functioning correctly and rectify as required;
- Confirm the operation, clean and replace filters as required for all controller ventilation / cooling components;
- Clean the controller and all control enclosures internally and externally,

- Check the wiring and terminals for condition and tightness within the controller and control enclosures and external glandings;
- Confirm the operation and condition of all controller switches, relays, contactors, and other internal components and replace as required;
- Confirm operation of all indicators and display equipment and rectify any deficiencies;
- Inspect the inverter / soft starter / regenerative units for operation and cooling system function and clean as required;
- Confirm the timer settings for the automatic lubricator.

3.1 Field Equipment

- Inspect the inch pendant and inch stations and confirm operation and integrity,
- Inspect the passenger and engineers stop switches and wiring, and confirm operation and integrity,
- Confirm the operation and integrity of the safety devices / switches and adjust and clean as required,
- Confirm the operation and integrity of the control switches and wiring,
- If fitted confirm the operation and condition of the gearbox oil sensor.

3.2 Drive / Braking

- Confirm the operation of the operational and auxiliary brake lift switches and adjust as required,
- Confirm the operational and auxiliary brakes lift and hold voltages, coil temperatures (against ambient) and termination integrity,
- Confirm the integrity of the main drive motor terminations including any forced ventilation systems,

- Confirm the condition of the main drive motor windings, bearings and brushgear, cleaning and replacing brushes where required,
 - Confirm the operation of any forced cooling systems installed on the motor / gearbox and clean / rectify any defects,
 - Confirm the operation and tripping speeds for the step band and handrails for under and over speed,
- 3.3 Where local isolation is not available the Asset Owner shall arrange for disconnection and later re-connection of the service supplies to the main circuit breaker at the *Supplier's* request.
- 3.4 The *Supplier* shall use pre-emptive maintenance techniques and carry out due diligence to ensure that the Maintained Equipment complies with this Schedule [3] specification and stated original equipment manufactures standards
- 3.5 The *Supplier* shall inspect and test the Maintained Equipment as required at each Planned Maintenance Service visit. The *Supplier* shall be responsible for carrying out any remedial work and the provision of parts and materials to ensure safe and reliable use.
- 3.6 The Supplier shall not be responsible for the cost of the following items on failure:
- Solid state drive systems;
 - Programmable Logic Controllers [PLC];
 - Human Machine Interface [HMI];
 - Hydraulic power pack systems;
 - Lubricator systems.
- 3.7 An engineer's service report, in a format to be submitted for the Asset Owner's approval prior to the commencement of this Contract, shall be supplied to the Asset Owner within 24 hours of completion of any PPM visits and shall contain the following information:

- Site location and asset reference of relevant Maintained Equipment;
- Time and date on arrival on site
- Details of the results of the PPM and any actions taken including any new component fitted altered or required.

3.8 The Supplier shall attend each asset once per calendar year to carry out the planned maintenance activities. The Supplier shall in conjunction with Asset Owners provide a detailed schedule for the Planned Maintenance Service visits, using Appendix [B] asset list as a basis of the proposed plan;

3.9 Cleaning of Escalator Controllers - Working parts shall not contain excess amounts of lubricants. If, in the course of cleaning activities, the working lubricants are removed then the parts shall be re-lubricated as necessary before returning the Maintained Equipment to customer service. A thin film of clean oil will be acceptable on the working surfaces.

3.10 Access to the Maintained Equipment for Cleaning - Machine guards shall be removed as required for access. The guards shall all be replaced before the Maintained Escalator Controller is returned to service.

3.11 Cleaning Materials - Cleaning fluids shall be non-flammable, non-toxic and with no lingering pungency, preferably a biodegradable type. Solvent type fluids are prohibited.

3.12 It is a requirement that the Maintained Equipment is returned to service prior to the commencement of Traffic Hours, except where, as part of the Maintenance Programme submitted to the Asset Owner, a closure has been agreed and confirmed booked. However in unforeseen circumstances where

this might not be possible, the asset must be made available as a fixed stairway for the public to walk on. The asset shall be electrically isolated in accordance with LUL requirements and as detailed in the *Supplier's Method Statement*

- 3.13 Attendance by the Asset Owner – LUL reserves the right to monitor the standard of work. The purpose of this monitoring is not to direct or supervise the *Supplier's* operations but to ensure that the *Supplier* works to the specified methods and in a safe manner.
- 3.14 At all times the *Supplier's* own shift manager/Site Person in Charge (SPC) shall at all times are responsible for the safety, good behaviour and general compliance with working restrictions of the entire *Supplier's* workforce.
- 3.15 Running Test - Following maintenance activities, the *Supplier* must check that the Maintained Equipment operates satisfactorily by observing the asset operation while it completes two cycles in normal operation.

4 Reactive Additional Works

- 4.1 The Supplier shall provide a reactive maintenance service to assets at all locations listed within Appendix B, (Asset List) and in accordance with the performance requirements in Schedule 3.

In the event of an asset fault which is deemed to fall under the scope of the Maintained Equipment the Management Control Centre shall contact the Supplier stating the location, asset and nature of the fault.

- 4.2 The Supplier shall make allowance for receiving and resolving faults from LUL 24 hours per day, every day of the year. This shall include a technician engineer (tester/adjuster) to carry

out in depth fault finding to trace the root cause/s of intermittent and repeated Faults, as required, within 12 hours notice.

4.3 The *Contractor* shall provide a pdf format report to the Asset Owner on a daily basis listing all fault calls passed to the Supplier in the previous 24 hour period and details of findings actions and outstanding actions.

4.4 Upon attending a fault call, a full written report detailing the findings and root cause shall be sent to the Asset Owner by the start of the next days of the Fault being reported. The report shall include:-

- date and time Fault received by the Supplier;
- the LUL's Fault reference number;
- Site and asset reference ;
- date and time that *Supplier* attended Site;
- if applicable, date and time Maintained Equipment taken out of service;
- reported fault description;
- actual Fault description;
- remedial action taken;
- quantities and description of items replaced;
- appropriate test figures and measurements;
- details of further action required;
- date and time Fault cleared;
- date and time that Maintained Equipment returned to service
- root cause of Fault;
- Fault cause code
- details of corrective actions undertaken to ensure no further occurrence;
- names and grades of the persons carrying out the work;
- name and Safety Critical Licence Number of the person returning the

Maintained Equipment to passenger service.

4.4.1 The report shall be signed by the *Supplier's* manager in charge of the repair.

4.5 A Third Party Fault - is a Fault caused by damage to the Maintained Equipment, over and above the wear and tear which could reasonably be expected to occur on that equipment, where directly caused by:

- LUL or LUL's Suppliers,
- Vandalism
- Misuse by Others

4.5.1 If a part or parts of a Maintained Equipment suffer damage or excessive wear which the *Supplier* considers is as a result of Third Party Damage, the *Supplier* must submit to the Asset Owner full supporting documentary evidence of this within 5 Business Days on discovering the Third Party Damage. The evidence shall be in the form of a report and must include evidence such as photographs.

4.5.2 The Asset Owner will then within 10 business days notify the *Supplier* in writing, or via an electronic format, or meeting minutes that either:

- The *Supplier's* submission has been rejected, and is not the result of Third Party Damage.
- The Asset Owner requires further information or evidence before being able to make an informed decision. In this case the *Supplier* will have a further 5 business days to respond with the required information.

4.6 If the *Supplier* fails to submit a satisfactory report backing his claim within the agreed timescales, LUL shall deem the Fault to be normal wear and tear, meaning the *Supplier* shall be liable for the cost of rectification, including provision of any replacement parts. However if the *Supplier* has a valid reason (such as awaiting test results) for not being able to submit

the above report within the agreed timescale, the *Supplier* must write to the Asset Owner, within the 5 Business Day period, requesting an extension. The Asset Owner shall decide whether to approve the request for extension, acting reasonably.

4.7 Rectification of Repeated Faults - The *Supplier* shall invoke a “call back” procedure if a Maintained Equipment has 2 or more Fault calls on consecutive days or 3 calls within an Accounting Period or 4 calls in a calendar year. The call back procedure shall require the attendance of a suitably qualified technician engineer to carry out sufficient in-depth fault-finding to determine the root cause and carry out appropriate repairs. Following every attendance of the technician engineer a report shall be written and emailed to Asset Owner by the start of the next Business Day, which will include full details of the Fault rectification and details of any adjustments or repairs made.

4.8 Root Cause Analysis - The *Supplier* shall be familiar with and operate a root cause analysis system such as, or equal to, FRACAS (Failure Review Analysis and Corrective Action System). Evidence root cause analysis methodology and data of the system being operated on this Contract shall be made available to the Asset Owner, upon request.

4.9 Fault Calls – Communications of fault details /Monitoring - The *Supplier* shall make provision for any Fault and cause to be communicated to the Asset Owner by 07:00 hours, the following day, and 7 days a week.

The *Supplier* shall make provision for collating details of all recorded Faults on a database. The type of database used and the information that is recorded shall be agreed by the Asset Owner. All information recorded shall be available to LUL or its approved agents on demand. The database information will remain the property of LUL and will be passed to the Asset Owner at the time specified in this Maintenance Specification or in the event of termination or expiry of the Contract.

4.10 The supplier shall attend all faults as stated in the table below:-

Time in which operative shall be in attendance of fault call from initial contact by London Underground Maintenance Control Centre (MCC).	120 minutes
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5 Spares management Critical Spares/Spares Management

5.1 The *Supplier* shall provide a spares management procedures, identifying control procedures for ensuring compliance to the stated quality requirements (ISO 9001), and the availability of fully tested spares components to support the delivery of the Maintenance Services (the "**Spares Management Plan**"). This Spares Management Plan shall be submitted for the approval of the Asset Owner no later than 20 business days prior to the start of contract.

The Spares Management Plan shall include but not be limited to the following:

- a) storage of spares at suitable locations;
- b) maintaining agreed stock levels to agreed stock profile parameters;
- c) procurement and engagement of sub-suppliers, unit repair, calibration, overhaul or other services and Maintained Escalator Controllers;
- d) ensuring availability of fully tested spare modules/units;
- e) verifying on a regular, planned basis the serviceability and functionality of repairable items with limited shelf life in accordance with routines and procedures approved by the *Asset Owner*;
- f) maintaining records of spares, their activity and stock parameters;
- g) conducting stock inventory, analysis and management;

- h) management of OEM information and manuals in accordance with spares management procedures.

5.2 Critical Spares - The *Supplier* shall confirm by inventory submission the items and levels of critical spares (repairable and consumable) that are required for the performance of the Maintenance Services. They shall provide evidence to the satisfaction of the Asset Owner no later than 20 business days prior to the start of this Contract. Where parts become obsolete these components shall be added to the critical spares list.

5.3 Stock Management Reports - The *Supplier* shall provide stock management reports at the end of each Accounting Period, as detailed but not limited to the criteria listed below. The framework layout and content of the reports shall be submitted for acceptance by the Asset Owner no later than 20 Business Days prior to the start of this Contract but shall be subject to regular review and update thereafter. The reports will identify the following as a minimum:

- a) minimum / maximum levels.
- b) item holdings.
- c) item usage.
- d) items that have reached minimum level and the time at this level.
- e) items that have reached zero level and the time at this level.
- f) items that have become non-moving.
- g) location held and log of all movements.

5.4 Testing of Spares - The *Supplier* shall, in conjunction with LUL, devise, develop, provide and maintain test procedures and methods, which will allow the verification of status and performance of any spares item. These tests shall not interfere with the operation of the railway.

5.5 *Supplier's* Responsibilities - At all times the *Supplier* shall be responsible for the following:

- a) the return of faulty or defective parts directly to the manufacturer for timely repair or replacement where appropriate.
- b) the progressing and return to stock of a repaired or replaced item.

- c) the maintenance, testing and calibration of all spares.
- d) the clear identification of each spare or replacement item which is the property of LUL which, shall be marked, "Property of LUL".
- e) the spares maintenance and spares management shall be in accordance with this Contract.
- f) where heritage and/or bespoke units must be replaced, the *Supplier* shall ensure these repairs are in accordance with performance and technical standards, procedures, methods, arrangements, schedules and Accepted Programmes.

5.6 *Employer Owned Materials* - The *Supplier* may be required to maintain spares and materials owned by LUL. These spares may be added to from time to time but shall remain the property of LUL. The spares will normally represent items surplus to a project or strategically required to be owned by LUL. LUL owned spares may be used for execution of the Maintenance Services under this Contract but must be renewed in a timely manner to ensure ongoing stock replenishment.

5.7 The *Supplier* will submit an inventory maintenance report verifying the quantity of *Employer* owned stock in place for the performance of the Maintenance Services as instructed by the Asset Owner.

5.8 All spares that are the property of LUL shall be stored in a separate, distinct location and made available for audit at any time by the Asset Owner.

5.89 *Site Spares* - The *Supplier* shall maintain the stock levels on site where these have been agreed. These shall be replaced within 1 business day of there being required to be installed on the Escalator Controller, and shall be keep secure at all times using the securing systems supplied.

5.10 Obsolescence - As regards the requirements of these obsolescence provisions, the Supplier is responsible for any component supplied by their Sub Suppliers or sub-suppliers as if they had been directly supplied by the Supplier.

5.11 Discontinuation - If the Supplier will no longer, be able or willing to supply a Component, the Supplier shall:

- Promptly give LUL notice, and shall ensure that availability and support for the affected component will continue for the remaining duration of the Contract, following such notice.
- Devise and provide to LUL, within 5 business days of the notice given above, options to mitigate any consequences.
- Offer LUL the opportunity to purchase a sufficient quantity of the Component to support the operational service life of the systems in which the items are used beyond the term of this Contract.
- Where applicable and If so requested, furnish LUL with all information, drawings, specifications and any manufacturing tooling which have been used in the manufacture of the Component and shall, at no cost to LUL grant or procure an irrevocable, royalty free non-exclusive licence for all relevant Intellectual Property Rights (IPR's), as necessary to enable LUL to manufacture or instruct a third party to manufacture the Component. Any such documentation, tooling and licences so transferred shall be used by LUL as necessary for the purposes of understanding, operating, maintaining, modifying, repairing, re-figuring, connecting, interfacing with, integrating with, connecting into and adjusting and/or continuing any element of the Maintenance Services and LUL will be entitled to assign such rights to any nominee for such purposes only.

If the *Supplier* fails to give the notice required, then the resulting costs, if any, of LUL in overcoming the problem shall be at the *Supplier's* expense.

6 Software

The Supplier shall be considered by the Company to be the “Controlling party” with respect to controller software. It is recognised that having more than one party with access to the passwords of a lift or escalator controller and with the access to change codes inside the controller presents an unsafe condition. It is therefore necessary to ensure that for each lift or escalator controller asset there is one, and only one, Controlling Party. The Controlling Party is the only authorised party able to access and change the software within the controller, change passwords and change the values of the parameters, with exception of the companies identified senior engineer to adjustable parameters.

- (A) A level of Security shall be created to protect the asset / software from being adjusted without authorisation. The levels shall be as follows:-

A	Standard Interrogation	Visual Review	No password
B	Maintainer Engineer level	Running Parameter Input	Requires Password
C	Installer Engineer Access	Software Installation / Major Repair	Requires Password Access

6.1 Software and Hardware Configuration Management

- 6.1.1 The Supplier shall implement a Configuration Management (CM) methodology that ensures the Supplier can constantly and consistently provide valid information about the Maintained Assets.
- 6.1.2 The output of CM is a Configuration Management Plan (CMP). The Supplier’s CMP shall provide a framework for achieving effective CM throughout the lifecycle of the Maintained Assets.
- 6.1.3 The Supplier’s CMP shall also detail the activities to undertaken by the Supplier to assure that all configuration requirements are identified.

- 6.1.4 All changes to the Assets and Systems made by the Supplier, which impact software or hardware configuration, are subject to the change control as set out in procedure PR0660 (Instructions for use of software configuration procedure PR0663 to PR0674) and procedure PR0661 (Instructions for use of the hardware configuration management procedures PR0675 to PR0686).
- 6.1.5 The Supplier shall submit any proposed configuration changes are the Company's Change Control Authority, (CCA), for approval. The case for each proposed change is presented to the panel comprising the Company's Representative and his nominated technical representatives.
- 6.1.6. The CCA is responsible for reviewing all change proposals submitted by the Supplier and making recommendations for approval or otherwise to the Company. Change proposals affecting scope and function shall undergo a technical impact analysis. This analysis will examine potential impacts on (including but not limited to) technical, safety, performance and migration requirements.

Schedule 3 Appendix

Asset List

Asset List Station/Machine							
Angel 01	Chancery Lane 06 (Non)	Green Park 10	Kings Cross 16 (Non)	Moorgate 04	Piccadilly 09	Tottenham Court Road 06	Wood Green 03
Angel 02	Charing Cross 01 (Non)	Green Park 11	Kings Cross 17 (Non)	Moorgate 05	Piccadilly 10	Tottenham Hale 01	
Angel 03	Charing Cross 03 (Non)	Heathrow 01	Kings Cross 18 (Non)	Moorgate 06	Piccadilly 11	Tottenham Hale 03	
Angel 04	Charing Cross 10	Heathrow 02	Kings Cross 19 (Non)	Notting Hill Gate 01 (Non)	Pimlico 01	Turnpike Lane 01	
Angel 05	Charing Cross 11	Heathrow 03	Knightsbridge 01	Notting Hill Gate 02 (Non)	Pimlico 03	Turnpike Lane 02	
Angel 06	Charing Cross 12	Heathrow 04	Knightsbridge 02	Notting Hill Gate 03 (Non)	Seven Sisters 01	Turnpike Lane 03 (Non)	
Archway 01 (Non)	Clapham Common 01	Heathrow 05	Knightsbridge 03	Notting Hill Gate 05 (Non)	Seven Sisters 03	Vauxhall 01	
Archway 02 (Non)	Clapham Common 03	Heathrow 06	Knightsbridge 04	Notting Hill Gate 06 (Non)	Seven Sisters 04	Vauxhall 02 (Non)	
Baker Street 01 Hybrid)	Clapham North 01	Highbury & Islington 01	Knightsbridge 06	Notting Hill Gate 08 (Non)	Seven Sisters 05	Vauxhall 03	
Baker Street 02 (Hybrid)	Clapham North 02	Highbury & Islington 03	Leicester Square 01	Old Street 01	Shepherds Bush 01 (Non)	Victoria 01	
Baker Street 03	Clapham South 01	Highgate 01	Leicester Square 02	Old Street 02	Shepherds Bush 02 (Non)	Victoria 02	
Baker Street 04 (Hybrid)	Clapham South 03	Highgate 03	Leicester Square 03	Old Street 03	Sloane Square 01 (Non)	Victoria 03	
Baker Street 05	Colliers Wood 01	Highgate 05	Leicester Square 04	Oval 01 (Non)	Sloane Square 02 (Non)	Victoria 04	
Baker Street 06	Colliers Wood 03	Holborn 01	Leicester Square 05	Oval 02 (Non)	South Wimbledon 01	Victoria 05	
Balham 01	Earls Court 01	Holborn 02	Leicester Square 06	Oxford Circus 01 (Non)	South Wimbledon 03	Victoria 06	
Balham 03	Earls Court 02	Holborn 03	Liverpool Street 01 (Non)	Oxford Circus 02 (Non)	Southgate 01	Walthamstow 01	
Bank Travellator 01 (Non)	Earls Court 03	Holborn 04	Liverpool Street 02 (Hybrid)	Oxford Circus 03 (Non)	Southgate 03	Walthamstow 03	
Bank Travellator 02 (Non)	Earls Court 05	Holborn 05	Liverpool Street 04 (Non)	Oxford Circus 04	St John's Wood 01	Wanstead 01	
Bethnal Green 01 (Non)	Euston 01	Holborn 06	Liverpool Street 05	Oxford Circus 05	St Johns Wood 03	Wanstead 03	
Bethnal Green 02 (Non)	Euston 02	Holborn 07	Liverpool Street 06	Oxford Circus 06	St Pauls 01 (Non)	Warren Street 01	
Bethnal Green 03 (Non)	Euston 03	Hyde Park Corner 01	Liverpool Street 07 (Non)	Oxford Circus 07	St Pauls 03 (Non)	Warren Street 03	
Blackhorse Road 01	Euston 04	Hyde Park Corner 03	Liverpool Street 08 (Non)	Oxford Circus 08	St Pauls 04 (Non)	Warren Street 04 (Non)	
Blackhorse Road 03	Euston 05	Kentish Town 01	Liverpool Street 09 (Non)	Oxford Circus 09	St Pauls 05 (Non)	Warren Street 05	
Bond Street 03	Euston 06	Kentish Town 02	London Bridge 10	Oxford Circus 10	Stockwell 01	Warren Street 06 (Non)	
Bond Street 04	Euston 07	Kilburn Park 01 (Hybrid)	London Bridge 11	Oxford Circus 11	Stockwell 02	Warren Street 07	
Bond Street 05	Euston 08	Kilburn Park 02 (Hybrid)	London Bridge 12	Oxford Circus 12	Stockwell 04	Warren Street 09	
Bond Street 06	Gants Hill 01	Kings Cross 04	Maida Vale 01 (Hybrid)	Oxford Circus 13	Swiss Cottage 01	Warwick Avenue 01 (Hybrid)	
Bond street 07	Gants Hill 02	Kings Cross 05	Maida Vale 02 (Hybrid)	Oxford Circus 14	Swiss Cottage 03	Warwick Avenue 02	

						(Hybrid)	
Bond Street 08	Gants Hill 03	Kings Cross 06	Manor House 01	Paddington 01	Tooting Bec 01	Waterloo 01	
Bounds Green 01	Green Park 01	Kings Cross 07	Manor House 02 (Hybrid)	Paddington 02	Tooting Bec 03	Waterloo 02	
Bounds Green 03	Green Park 02	Kings Cross 08 (Hybrid)	Manor House 03	Piccadilly 01	Tooting Broadway 01	Waterloo 03	
Brixton 01	Green Park 03	Kings Cross 09	Marble Arch 01 (Non)	Piccadilly 02	Tooting Broadway 02	Waterloo 07	
Brixton 02 (Hybrid)	Green Park 04	Kings Cross 10 (Non)	Marble Arch 03 (Non)	Piccadilly 03	Tooting Broadway 03	Waterloo 08	
Brixton 03	Green Park 05	Kings Cross 11 (Non)	Marylebone 01	Piccadilly 04	Tottenham Court Road 01	Waterloo 09	
Camden Town 01	Green Park 06	Kings Cross 12 (Non)	Marylebone 03	Piccadilly 05	Tottenham Court Road 02	Waterloo 10	
Camden Town 02	Green Park 07	Kings Cross 13 (Non)	Moorgate 01 (Non)	Piccadilly 06	Tottenham Court Road 03	Waterloo 11	
Chancery Lane 04 (Non)	Green Park 08	Kings Cross 14 (Non)	Moorgate 02 (Non)	Piccadilly 07	Tottenham Court Road 04	Wood Green 01	
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SCHEDULE 4: ACCESS

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6. Cancelled or Delayed/Curtailed Access Form

1. **Definitions**

1.1 In this Schedule 4, the following definitions shall have the following meanings:

"Accepted Access Plan" means the latest Access Plan accepted by the Authority's Representative and the Access Manager and which supersedes previous Accepted Access Plans.

"Access" means a type of access set out in Appendix 4 (Access Subcategories).

"Access Manager" means the person designated by the Head of Access as the manager for access requests for the Services and who will act as the single point of contact for all access related matters.

"Access Plan" means the access plan prepared by the Supplier in accordance with the Access Plan Template.

"Access Plan Template" means the template provided as Appendix 1 (Access Plan Template) to this Schedule 4 (Access).

"Access Subcategories" has the meaning given in paragraph 20 of section 9 of this Schedule 4.

"Access Visualisation Tool" means a tool which provides a graphical overlay on a London Underground 'Harry Beck' map of planned and booked work for a user specified area (Track / Stations) for a user specified time period.

"Application to Work Form" means the form contained in Appendix 2 (Application to Work Form) to this Schedule 4.

"Bank Holiday" means a recognised UK Bank Holiday. Start and end times as per definition for "Sunday" stated below.

"Emergency Access" has the meaning given in paragraph 16 of section 9 of this Schedule 4.

"Engineering Hours" means any time when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LUL Rule Book 17 for the definition of Engineering Hours), as is applicable to the running line.

"Engineering Notice" means a publication produced and circulated within the Authority at short notice containing details of engineering works, special current arrangements, engineers' possessions and engineers' trains and similar activities not included in the Traffic Circular.

"Engineering Look Ahead Notice" means a draft publication produced and circulated by the Authority providing a week-view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

"Exclusive Access" has the meaning given in paragraph 6 of section 9 of this Schedule 4.

"General Access" has the meaning given in paragraph 2 of section 9 of this Schedule 4.

"Head of Access" means the person responsible for managing access to the Authority's infrastructure for the Services. This role includes but is not limited to the responsibility for the publication of safety documentation.

"Incident Officer" means the Authority's senior operating officer responsible for managing an incident.

"L&E Closures" has the meaning given in paragraph 9 of section 9 of this Schedule 4.

"Latest Request Date" means the last date an access request can be made in line with a given timescale.

"Local Station Access Arrangement Reference Files" means the files published by the Head of Access detailing where works may potentially be undertaken on Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and Station opening and closing hours.

"LUL Network" means the stations and depots (wherever situate), assets, systems, track and other buildings which are used for the maintenance and provision of the underground service known as the London Underground.

"LUL Rule Book" means the rule books covering the operation of trains and Stations and accessing the Track.

"Machine Room" means the area accessible by LUL operational staff beneath or adjacent to an escalator or lift asset, within which resides the controller.

"Major Closure" has the meaning given in paragraph 17 of section 9 of this Schedule 4.

"Minor Closure" has the meaning given in paragraph 18 of section 9 of this Schedule 4.

"Monday to Friday" means the time from start of Traffic Hours on Monday morning to the time at the end of Engineering Hours on Friday night/ Saturday morning.

"Network Rail" means Network Rail Infrastructure Limited company number 02904587.

"Network Rail Interface Locations" means locations on the LUL Network where Network Rail infrastructure interfaces with the Authority's infrastructure including but not limited to the location identified in Appendix 5.

"Nightly Engineering Protection Arrangements (NEPA) Notice" means a publication produced and circulated within the Authority at short notice containing details of safety related material for engineering Services and engineer's trains and vehicles.

"Night Tube" means the provision of a twenty-four (24) hour revenue service commencing from the Night Tube Start Date.

"Night Tube Start Date" means 19 August 2016.

"Night Tube Running Period" means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

"Night Tube Sections" means the sections of the TfL Network which provide Night Tube. The applicable sections of the TfL Network are:

- (A) the Central Line route between and including Hainault, Loughton and Ealing Broadway Stations (no Night Tube outside of this route);
- (B) the Jubilee Line entire network;
- (C) the Northern Line route between and including High Barnet, Edgware and Morden Stations via the Charring Cross Branch (no Night Tube outside of this route);
- (D) the Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 Stations (no Night Tube outside of this route); and
- (E) the Victoria Line entire network.

"Non-Restrictive/Exclusive Access" has the meaning given in paragraph 6 of section 9 of this Schedule 4.

"Operational Managers" mean any or all of group station managers and train operations managers.

"Operational Assurance" means an Operational Assurance Notification made to the Authority in accordance with the requirements of Standard 1-538 (Assurance).

"Others" mean people or organisations who are not the Authority, the Authority's Representative, the Supplier or any employee, sub-contractor or supplier of the Supplier.

"Possession Meeting" means a meeting to discuss the viability of a proposed [Station/Machine Room] possession.

"Pre-Closure Request Meeting" means a meeting to discuss the viability of a proposed closure request.

"Published" means in respect of:

- (A) Restrictive Access and Exclusive Access to Track, that the works need to be notified in the Engineering Look Ahead Notice, the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice; and
- (B) Restrictive Access and Exclusive Access to Stations that the works need to be notified in the Station Works Plan.

"Restrictive Access" has the meaning given in paragraph 8 of section 9 of this Schedule 4.

"SABRE" means Site Access Booking for Railway Engineering, being the system used to plan access, and any system that may supersede it at any time in the future.

"Saturday" means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning

"Specialist Protection" means all protection arrangements in addition to the Supplier's site person in charge (SPC) (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

"Station Works Plan" means the general access requests; planned works weekly and planned daily publications circulated by the Authority detailing the access arrangements for works planned to be undertaken at all Stations.

"Stations" means areas to which LUL Rule Book 10 applies including buildings, equipment or facilities designed to be used by customers to access or leave a train.

"Sunday" means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.

"Track" means areas to which LUL Rule Book 17 applies including Track, tunnels, embankments and other line side infrastructure.

"Traffic Circular" means the weekly traffic circular which contains diverse information such as, infrastructure changes, train service changes, events affecting the Authority, notification of restrictions to the Authority's operations and operational communications.

"Traffic Hours" means when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref LUL Rule Book 17 for the definition of Traffic Hours) as is applicable to the running line.

"Work Request" means the work request e-Form provided on the Authority's access booking portal and which is completed by the Supplier to reflect the Access Plan and requirements for plant and equipment and specialist protection.

"Working Time" means a period of agreed access (including closures) in either Traffic Hours or Engineering Hours.

2. General Obligations

- 2.1 The Supplier shall comply with its obligations under this Schedule 4 (Access).
- 2.2 The Supplier shall be responsible for supplying to the Authority's Representative and the Access Manager all such information and taking all such steps as may be necessary to enable the Authority's Representative to obtain where applicable Operational Assurance in respect of the Access required by the Supplier.
- 2.3 The Parties agree that:
- (A) the dates and times of any Access approved may be cancelled, altered or delayed on notice (or no notice in the case of an emergency or for safety reasons). Alternative arrangements shall be made as soon as the Authority's Representative and Access Manager can permit;
 - (B) the provisions of Clause 29 of the Contract shall be deemed to apply during such cancellation, alteration or delay to approved Access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Supplier to comply with its obligations under this Schedule 4;
 - (C) neither Party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and
 - (D) the Supplier shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.
- 2.4 For access to Network Rail and/or train operating companies' infrastructure and stations, the Supplier is solely responsible for securing access. The Supplier shall make all necessary arrangements directly with Network Rail and/or train operating companies and shall comply with all their rules and regulations.
- 2.5 For Access, following a request to the Supplier from the Authority's fault reporting centre for a part or all of the Services, the Supplier shall apply for Access in accordance with the requirements of this Schedule 4.
- 2.6 The Authority shall have no responsibility to the Supplier, and the Supplier shall hold the Authority harmless against any Losses that may arise out of any failure by the Supplier to comply with this Schedule 4.

3. The Access Plan

3.1 The Supplier shall, in accordance with the timescales set out in Appendix 1 (Contract Mobilisation and Transition Plan) to Schedule 16 (Mobilisation Requirements), prepare an Access Plan with the objective of maximising the efficient use of the available Working Time and taking account of the following:

- (A) the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
- (B) if the Services can be carried out in Traffic Hours (and the Supplier shall construct the Access Plan to achieve the optimisation of Working Time);
- (C) the minimisation of the number and duration of closures;
- (D) the utilisation and extension of existing planned closures;
- (E) the timescales for booking access and closures as defined in this Schedule 4 (Access);
- (F) the sharing of Access with Others and the minimisation of disruption of the work of Others;
- (G) if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours (and the Supplier shall support its plans with method statements detailing appropriate measures for the protection of the public);
- (H) the maximisation of Working Time during Engineering Hours when accessing the Machine Room through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Machine Room immediately on confirmation of traction current being turned off);
- (I) a minimum call back time of twenty (20) minutes for [Station/Machine Room] access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is agreed by the Authority's Representative;
- (J) any limitation on Engineering Hours specific to the Services as may be specified by the Authority's Representative;
- (K) the time required for the Supplier to ensure the Site is left clean and safe; and
- (L) Night Tube.

3.2 The Supplier shall submit its proposed Access Plan to the Authority's Representative for acceptance. Within two weeks of the Supplier submitting an Access Plan for acceptance the Authority's Representative shall either accept the Access Plan or

notify the Supplier of his reasons for not accepting it. A (non-exclusive) reason for not accepting an Access Plan is that:

- (A) it is not compatible with the Access Plan Template;
- (B) it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
- (C) it does not optimise the Working Time;
- (D) it proposes an excessive number or duration of closures;
- (E) it does not adequately make use of existing planned closures;
- (F) it does not comply with the timescales for booking Access and closures as set out in this Schedule 4 (Access);
- (G) it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
- (H) it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;
- (I) requests an access or closure type which is not appropriate for the Services;
- (J) it does not adequately provide for the work of Others;
- (K) it does not maximise the use of available access;
- (L) it does not allow for minimum call back periods or other working constraints detailed by the Authority's Representative;
- (M) it does not provide as a minimum all the information provided in the Access Plan Template;
- (N) it does not allow sufficient time for the Site as a whole to be left clean and safe;
- (O) it does not allow for the operation of Night Tube.

3.3 The Supplier shall submit a revised Access Plan for acceptance in the following circumstances:

- (A) if the Accepted Access Plan is no longer applicable in all the circumstances; or
- (B) within the period for reply after the Authority's Representative has instructed the Supplier to do so. For the avoidance of doubt such instruction does not constitute a Variation Proposal or entitle the Supplier to apply for an extension of time.

- 3.4 Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Supplier shall give at least five (5) Working Days' notice and obtain the Authority's Representative's prior written acceptance.

4. Booking and Arranging Access

- 4.1 The Supplier shall be required to book and co-ordinate access to the Site with the Access Manager in accordance with the Work Request/SABRE process and the Accepted Access Plan. The Supplier accepts that access to the Site will be refused without a valid SABRE number and the Supplier shall be responsible for checking that it is in possession of a valid SABRE number for all access requirements detailed on the Accepted Access Plan. If the Supplier is not in possession of the same it shall advise the Authority's Representative accordingly.
- 4.2 The Supplier shall comply with the requirements of the use of LUCAS (London Underground Combined Access System) and Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of Site entry. The Supplier shall note that individuals will be refused access to Sites without a valid LUCAS or Sentinel Card.
- 4.3 The Supplier acknowledges that the Authority is phasing out the use of LUCAS cards and is adopting Sentinel as a replacement access and competency control system. On expiry of existing LUCAS cards the Supplier shall sponsor Supplier Personnel required to work on the Authority's infrastructure to obtain replacement Sentinel cards if they are not already a Sentinel card holder.

5. Training, Certificates, Identity Cards and Entry Permits

- 5.1 The Supplier is responsible for ensuring that all staff and Supplier Personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the Services.
- 5.2 The Standards, and in particular QUENSH and the LUL Rule Book(s) set out the training and certifications required to be met by the Supplier.
- 5.3 The Supplier is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and / or Supplier Personnel.
- 5.4 The Supplier shall allow a minimum of twenty-eight (28) days' notice period for all Authority provided training and certification courses and will include the same on any proposed Access Plan or programme. The Supplier acknowledges that any time period less than this cannot be guaranteed, and although the Authority may make efforts facilitate a shorter notice period wherever possible, the Supplier does not rely on such reduced time periods being accommodated.
- 5.5 At the Services Commencement Date, the Supplier shall produce a competency matrix for its entire staff or Supplier Personnel involved in providing the Services detailing the training, certification and other competency information held on record. The Supplier shall update the matrix until the Expiry Date and make the same available on request of the Authority's Representative.

6. London Underground Access control

- 6.1 LUCAS (London Underground Combined Access System) smartcards have not been issued since 01/04/2015. Unexpired cards issued before this date remain valid until they expire or by further notification from the Authority.
- 6.2 All Supplier Personnel require either:
- (A) a valid LUCAS smartcard; OR
 - (B) a Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU-ICI endorsement,
- (in each case a "Smartcard") in order to access the Sites and carry out works on London Underground operational infrastructure.
- 6.3 The Supplier shall register to become a member via RISQs. Further details can be found at the following website address.
- <https://portal.risqs.org/Login?ReturnUrl=%2f>
- 6.4 The Supplier will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:
- <https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>
- 6.5 The Smartcard is specific to an individual and is not transferable.
- 6.6 The Supplier shall procure that Supplier Personnel carry their Smartcard at all times when working on operational TfL Network property and present their Smartcard to any authorised representative of the Authority for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave the Site. A Smartcard is not required when working solely on non-operational TfL Network property.
- 6.7 The Smartcard does not entitle Supplier Personnel to any benefits other than permitting access to the Site for the purpose of carrying out Services during the agreed hours of work. The LUCAS Smartcard remains the property of the Authority and is required to be returned immediately upon request.
- 6.8 Details of required courses and medicals are detailed in QUENSH.
- 6.9 Exceptions to the Smartcard process;
- 6.10 For certain exceptional access circumstances it may not always be practical or cost effective to enrol the suppliers or Others onto the Sentinel Scheme. In such a case, the Authority shall issue a temporary LUA-LU paper certificate.
- 6.11 Such scenarios whereby temporary LUA-LU paper certificates are issued would be;

- (A) Specialised contractors requiring limited access
 - (B) Survey work requiring limited access
- 6.12 If the Authority's Representative decides to permit exceptional access to the Site or any working areas, the Supplier must obtain the Authority's Representative's written acceptance regarding the Supplier Personnel and work activities prior to commencement on Site.
- 6.13 The Supplier acknowledges that any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard shall be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by an authorised member of staff whilst on Site.
- 6.14 The Supplier shall maintain a register of all visitors including:-
- (A) Name;
 - (B) Employer;
 - (C) Nature of business / persons being visited;
 - (D) Time in;
 - (E) Time out;
 - (F) Supervisor/escort name including signature.
- 6.15 The Supplier shall provide a health and safety Site briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the briefing and understand the Site rules and their respective responsibilities as a visitor.
- 6.16 The Supplier shall issue the visitor with a temporary pass that is valid for a maximum twenty-four (24) hours and which clearly indicates the expiry date and time of such visit.
- 6.17 The Supplier shall ensure the temporary pass is returned when the visitor leaves the Site and that a list of any lost passes is maintained.
- 6.18 The Supplier shall ensure that lost electronic visitor passes are de-activated immediately on the Supplier being made aware of the loss.

7. London Underground – Access Control

- 7.1 When booking in and out of the Site, the Supplier shall procure that the Supplier Personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.
- 7.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then the Supplier shall procure that all Supplier Personnel as a

mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card-reading system is in place who have not followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Authority takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Supplier's staff under such circumstances.

- 7.3 If the Supplier wishes to make a change to the Accepted Access Plan or to the Supplier's requirements for Access after being approved by the Authority's Representative and Access Manager, the Supplier shall submit written request of such change and a revised programme and Access Plan to the Authority's Representative and Access Manager confirming any and all revised Access requirements.

8. Clash Checking

- 8.1 The Supplier shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Authority's Representative in respect of which the Authority's Representative has provided the Supplier with the Access Visualisation Tool. The Supplier shall also monitor the following publications:
- (A) Engineering Look Ahead Notice
 - (B) Engineering Notice
 - (C) Nightly Engineering Protection Arrangements (NEPA) Notice
 - (D) Traffic Circular
 - (E) Station Works Plan
- 8.2 In the event of clashes the Supplier shall notify the Authority's Representative and, where instructed, submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3 (Indicative Timescales for the Publication of Notices).
- 8.3 Clash Checking is a condition precedent in respect of any entitlement to apply for relief pursuant to Clause 29.
- 8.4 In the event that the Supplier attends the Site and access is not provided by the Authority in accordance with the Accepted Access Plan the Supplier shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 6 (Cancelled or Delayed/Curtailed Access Form).
- 8.5 Without prejudice to the generality of Clause 29, Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a Relief Event.

9. Types of Access

- 9.1 Summarised below are the types of access that the Supplier's Access Plan shall be based upon. In preparing the Access Plan the Supplier shall select the type of access required for the Services. The Supplier shall consult with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

General Access

- 9.2 General Access is a category of access for undertaking non-exclusive/non-restrictive works on the TfL Network, using all necessary tools and equipment. It is valid for both Station and Track. SABRE numbers may be valid for up to a whole financial year, but can also be issued for shorter time periods to suit work demands.
- 9.3 General Access may be applied for to cover large areas of the TfL Network, for example whole lines, or for more discreet locations or worksites to suit work demands. The Supplier may apply for a number of General Access SABRE numbers, but the Access Manager will aim to limit the proliferation of General Access SABRE numbers for the same or similar work teams, projects, or areas etc.
- 9.4 General Access does not need to be Published.

Non-Restrictive/Exclusive Access

- 9.5 Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the TfL Network, using all necessary tools and equipment. It is valid for both Station and Track.
- 9.6 The Supplier shall clearly define the area covered by a Non-Restrictive/Exclusive Access request and shall limit the area to the minimum required to deliver the Services.
- 9.7 Non-Restrictive/Exclusive Access does not need to be Published.

Restrictive Access

- 9.8 Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.
- 9.9 In the event that the Supplier believes that Restrictive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that the granting of Restrictive Access would have on the network and other work streams. The Supplier acknowledges that Restrictive Access

will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

- 9.10 The Supplier shall clearly define the area covered by a Restrictive Access request and shall restrict the area to the minimum required to deliver the works and avoid unduly impeding the works of Others.
- 9.11 Restrictive Access will need to be Published.

Exclusive Access

- 9.12 Exclusive Access is a category of access that prohibits any party not directly involved in the works (for which Exclusive Access has been booked) from working in that worksite.
- 9.13 In the event that the Supplier believes that Exclusive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that granting Exclusive Access would have on the TfL Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.
- 9.14 The Supplier shall clearly define the area covered by an Exclusive Access request and shall restrict it to the minimum area required to deliver the works and to avoid unduly impeding the works of others.
- 9.15 Exclusive Access will need to be Published.

Emergency Access

- 9.16 Emergency Access is access required to deal with an Incident as defined in the LUL Rule Book, or which is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services for the following day. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

Major Closures

- 9.17 A Major Closure can be classified as any planned disruptive work which results in any TfL or Authority service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

Minor Closures

- 9.18 A Minor Closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any Authority or TfL services being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank

Holidays or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work within the Night Tube Sections).

L&E Closures

- 9.19 Lift & Escalator (L&E) Closures are closures of lifts, escalators, travellers, fixed stairways, route ways or cross-passageways which can be accommodated without requiring a Station or platform to be closed. The Supplier will liaise with the Access Manager to review the impact of any requested L&E Closure in the context of any other concurrent TfL Network closures. The Authority's Representative may also participate in such liaison.

Access Subcategories

- 9.20 Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 4 (Access Subcategories) hereto and a description of the typical work to which they apply, such as track possession, is also provided in order to assist the Supplier in identifying the type of access applicable to particular works.

10. Closure Request Process

- 10.1 Where the Supplier intends to make a closure requests the Supplier shall attend a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Supplier for approval. The Authority's Representative may attend such meetings.
- 10.2 Where the Authority's Representative and the Supplier agree that a proposed closure has business justification the Supplier shall confirm with the Access Manager the acceptability of the proposed closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Supplier will liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to, the closures originally proposed by the Supplier. The Authority's Representative may also participate in such liaison. The Supplier acknowledges that the Access Manager's decision as to acceptability of a proposed closure or proposed alternative closures is final and binding.
- 10.3 The Access Manager may reject proposed closures on (without limitation) the grounds that if granted such proposed closures would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities would be:
- (A) a closure of a central London Station during a seasonal event;
 - (B) a closure of key Station for access to a popular one-off event during the period of the event;

- (C) a closure of a key branch for access to airport terminals during a peak travel weekend; or
 - (D) a closure on a part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.
- 10.4 Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

11. Timescales for booking Access and Closures

- 11.1 In preparing an Access Plan the Supplier shall make allowance for the minimum booking periods for the applicable access and closure types, as listed in the following table:

	Applicable to:			
Type	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
General Access Non-Restrictive/ Exclusive Access	Yes (14)	Yes (14)	Yes	Yes
Restrictive Access Exclusive Access	Yes (21)	Yes (56)	Yes	Yes
Major Closures	Yes (540)	Yes (540)	No	Yes
Minor Closure	Yes (222)	Yes (222)	No (ii)	Yes
L&E Closure	Yes (90)	N/A	Yes	Yes

Notes:

- The above table gives the T- date in brackets by which planning must be completed (the Latest Request Date). The Supplier must allow for sufficient time for adequate access planning.
 - A Minor Closure may be applicable to Engineering Hours if a vehicle is being outstabled. Where no more than two vehicles are being outstabled at any single location the timescale for booking may, subject to the agreement of the Access Manager, be reduced to 90 days.
 - A closure in respect of a depot or siding may be required if the proposed works affect the operational railway.
- 11.2 At specific locations the minimum booking period for closures stated in the above table may be able to be reduced. Where a reduced period applies this shall be specified by the Authority's Representative.
- 11.3 The Supplier shall plan access as early as possible and in no event shall apply for access or closures after the Latest Request Date has passed.
- 11.4 Where access is required to Network Rail infrastructure at the Network Rail Interface Locations the minimum booking period for all access types is two hundred and ninety four (294) days access except for Major Closures which remains unchanged.

12. Utilising Existing Closures

- 12.1 The Supplier shall actively seek to utilise the Authority's existing closure programme to progress the Services. The Supplier may request details of such closure programme from the Authority's Representative, to the extent relevant to the provision of the Services.
- 12.2 The Supplier shall identify all possible opportunities to use the Authority's existing closure programme and shall provide any information necessary to complete the Application to Work Form. The Supplier shall complete the Application to Work Form and submit this to the Access Manager and the Authority's Representative for approval. The Supplier shall submit the Application to Work Form a minimum of 15 (fifteen) weeks prior to the relevant closure start date. The Supplier shall attend the planning meetings for the relevant closure and prepare for submission by the Supplier any information as may be requested by the Access Manager as part of this planning process. The Authority's Representative may attend such planning meetings.
- 12.3 The Supplier may also propose an extension to an existing planned closure. The Authority's Representative shall consider the proposal and where the benefits of the extension more than offset the increased customer disruption, shall authorise the Supplier to seek endorsement by the Access Manager. The Access Manager shall determine whether the request should be taken forward as a formal application and shall advise the Supplier accordingly. Where such application has been approved by the Authority's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Authority's Representative for approval. Where such application has been approved by the Authority's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Authority's Representative for approval.
- 12.4 The Supplier recognises the level of disruption and limitation of journey opportunities which result from closures and where the Contractor plans any change to the scope or type of works to be undertaken under an existing closure, shall seek the approval of the Authority's Representative accordingly. The Contractor shall seek consent for the change from the Access Manager. The Contractor accepts that if the Access Manager or the Authority's Representative considers that the changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the closure may be cancelled. For the avoidance of doubt where a closure is cancelled in these circumstances, the provisions of Clause 29 do not apply and the Contractor shall submit a revised Access Plan for acceptance by the Authority's Representative.

13. Not Used

14. Equipment Rooms

- 14.1 The Supplier shall arrange access to Switch, Relay, Machine and other Equipment Rooms by giving the Authority's Representative a minimum of two days' notice of his intention to access these areas.
- 14.2 The Supplier shall ensure that the security of Switch, Relay, Machine and other Equipment Rooms are maintained and that all access doors are securely locked when the work in the room is completed. The Supplier is responsible for the safe working conditions within the Switch, Relay, Machine and other Equipment Rooms.
- 14.3 Supplier Personnel shall not leave the Site in possession of an LUL key and are not permitted to have a duplicate of any of LUL's keys manufactured.

Appendix 1: Access Plan Template

Transport for London

London Underground Limited

<Programme>

<Project>

<UIP Code>

<Document Reference>

Access Plan

Lifecycle Stage

<lifecycle stage>

Prepared by		
Manager (LU Accountable Manager / LU Project Manager)	The Access Plan conforms to the template and the information is up to date, reflecting the current state of the project design and requirements for access.	
Name:	Signed:	Date:
Approved by		
LU Access Manager	I confirm that the Access Plan provides sufficient information to agree the access arrangements in principle and no further design details are needed at the current time.	
Name:	Signed:	Date:

Distributed to:

<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>

Document History

Revision	Date	Summary of changes

MAYOR OF LONDON

Transport for London



[illegible]