

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **TfL 96425 – London Travel Demand Survey**

THE BUYER: **Transport for London**

BUYER ADDRESS **5 Endeavour Square, Stratford, London, E20 1JN**

THE SUPPLIER: **Verian Group UK Limited**

SUPPLIER ADDRESS: **4 Millbank, London, England, SW1P 3JA**

REGISTRATION NUMBER: **13663077**

DUNS NUMBER: **228340905**

DPS SUPPLIER REGISTRATION SERVICE ID: **SQ-A7EB6N8**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 27 February 2024
It's issued under the DPS Contract with the reference number RM6126 – Research & Insights for the provision of London Travel Demand Survey.

DPS FILTER CATEGORY(IES):

- Face-to-face
- Quantitative
- CAPI (Computer Assisted Personal Interview)
- Random/stratified random sample
- Postal Address File (PAF)
- Transport
- England

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **London Travel Demand Survey**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 24 (TfL Security Policy)
 - Order Schedule 25 (TfL SHE Policy)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

DPS Schedule 6 (Order Form Template and Order Schedules)

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No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1: London Living Wage

Special Term 2: Equality, Diversity and Inclusion

Special Term 3: Cyber Security

ORDER START DATE: **27 February 2024**

ORDER EXPIRY DATE: **31 March 2027**

ORDER INITIAL PERIOD: **3 Years, 1 Month**

Initial period is for 3 years and one month, with the option to extend for an additional 1 year (i.e., 49 months in total).

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The supplier will be paid on a quarterly basis.

Upon receipt of invoice, payment will be made within 30 days of invoice.

BUYER'S INVOICE ADDRESS:

Transport for London (TfL)

Accounts Payable

PDF invoices to: invoices@tfl.gov.uk

PO Box 45276, 14 Pier Walk, London, SE10 1AJ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

TfL, Palestra, 197 Blackfriars Road, LONDON, SE1 8NJ

BUYER'S ENVIRONMENTAL POLICY

TfL SHE Environment Policy

Appended at Order Schedule 25

BUYER'S SECURITY POLICY

RM6126 - Research &
Insights DPS

Project Version: v1
Model Version: v1.3

TfL Security Policy – July 2023
Appended at Order Schedule 24

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]

4 Millbank, London, England, SW1P 3JA

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]

4 Millbank, London, England, SW1P 3JA

PROGRESS REPORT FREQUENCY

Fieldwork progress should be continually monitored by the supplier and summary reports given to TfL at weekly intervals.
As per DPS Schedule 20- Specification.

PROGRESS MEETING FREQUENCY

There should also be a quarterly progress review meeting to identify any issues or problems that may need to be rectified.
As per DPS Schedule 20- Specification.

KEY STAFF

Name	Role
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

KEY SUBCONTRACTOR

Technical support from SYSTRA Limited (Company number 03383212) for the Kantar geocoding application, TARA (Transport Address Resolving Application).

COMMERCIALLY SENSITIVE INFORMATION

Cyber Security Management Schedule 3.2.2. Kantar maintains a company wide risk register that includes cyber security risks; however, this contains company wide risks that Kantar would not want to share externally.

ADDITIONAL INSURANCES

Additional insurances are required. Wording is shown in Joint Schedule 3 (Insurance requirements) and below:

The Supplier shall hold the following insurance cover from the DPS Start Date in accordance with this Schedule:

RM6126 - Research &
Insights DPS

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- 1.1 professional indemnity insurance with cover (per incident and in the aggregate) of not less than five million pounds (£5,000,000);
- 1.2 public liability insurance with cover (for a single event or a series of related claims arising out of a single event) of not less than five million pounds (£5,000,000); and
- 1.3 employers' liability insurance with cover (for a single event or a series of related claims arising out of a single event of not less than five million pounds (£5,000,000)).

SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	21/05/2024	Date:	24/05/2024

SCHEDULES AND CORE TERMS: Joint Schedules for RM6126RM6126 - Research &
Insights DPSProject Version: v1
Model Version: v1.3

Joint Schedule 2 (Variation Form)

RM6126 - Research &
Insights DPS

Project Version: v1
Model Version: v1.3

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete as applicable: CCS / Buyer]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following insurance cover from the DPS Start Date in accordance with this Schedule:

- 1.1 professional indemnity insurance with cover (per incident and in the aggregate) of not less than five million pounds (£5,000,000);
- 1.2 public liability insurance with cover (for a single event or a series of related claims arising out of a single event) of not less than five million pounds (£5,000,000); and
- 1.3 employers' liability insurance with cover (for a single event or a series of related claims arising out of a single event) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	1 the minimum credit rating level for the Monitored Company as set out in Annex 2;
"Financial Distress Event"	2 the occurrence of one or more of the following events: <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;

	<ul style="list-style-type: none"> iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
	3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;
"Financial Distress Service Continuity Plan"	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Order] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	5 Supplier [the DPS Guarantor/ [and Order Guarantor] or any Key Subcontractor]
"Rating Agencies"	6 the rating agencies listed in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive termination or expiry of this Contract:

2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and

2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company]; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored Company]; and |
| D | is the value at the relevant date of the current liabilities of the Monitored Company]. |

- 3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

[Guidance: delete this clause if there are no Key Subcontractors or the Key Subcontractors are not Monitored Company]

4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Credit Safe

Dun and Bradstreet (D&B)

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	[D&B Threshold]
[DPS Guarantor/ [and Order Guarantor]	45
[Key Subcontractor]	45

Joint Schedule 8 (Guarantee)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"DPS Guarantor"	any person acceptable to CCS to give a DPS Guarantee;
"DPS Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule;
"Order Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
"Order Guarantor"	the person acceptable to a Buyer to give an Order Guarantee;

[Guidance Note: CCS to insert either requirement for DPS guarantee in Paragraph 1 or Paragraph to give an option for buyers to request Order guarantees]

2. DPS Guarantee

2.1 Where CCS has notified the Supplier that [the award of the DPS Contract is conditional upon receipt of] [prior to the execution of the first Order Contract the Supplier shall provide] a valid DPS Guarantee, then on or prior to the execution of the [DPS Contract] [first Order Contract], as a condition for the award of the [DPS Contract] [first Order Contract], the Supplier must have delivered to CCS:

**2.1.1 an executed DPS Guarantee from a DPS Guarantor;
and**

2.1.2 a certified copy extract of the board minutes and/or resolution of the DPS Guarantor approving the execution of the DPS Guarantee.

2.2 If the Supplier fails to deliver the documents as required by Paragraphs 2.1.1 and 2.1.2 above within 30 days of request then CCS shall be entitled to terminate this DPS Contract without liability and the Buyer shall be entitled to terminate the Order Contract without liability.

2.3 Where the CCS has procured a DPS Guarantee from the Supplier pursuant to Paragraph 2.1 CCS may terminate this DPS Contract by issuing a Termination Notice to the Supplier where:

2.3.1 the DPS Guarantor withdraws the DPS Guarantee for any reason whatsoever;

2.3.2 the DPS Guarantor is in breach or anticipatory breach of the DPS Guarantee;

2.3.3 an Insolvency Event occurs in respect of the DPS Guarantor;

2.3.4 the DPS Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.3.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the CCS;

and in each case the DPS Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

2.4 Notwithstanding Clause 19 (Other people's rights in this contract), this Schedule (Guarantee) is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the CRTPA.]

2. [Order Guarantee

2.1 Where a Buyer has notified the Supplier that the award of the Order Contract by the Buyer shall be conditional upon receipt of a valid Order Guarantee, then, on or prior to the execution of the Order Contract, as a condition for the award of that Order Contract, the Supplier shall deliver to the Buyer:

- 2.1.1 an executed Order Guarantee from an Order Guarantor; and**
- 2.1.2 a certified copy extract of the board minutes and/or resolution of the Order Guarantor approving the execution of the Order Guarantee.**

2.2 Where a Buyer has procured an Order Guarantee from the Supplier under Paragraph 2.4 above, the Buyer may terminate the Order Contract for Material Default where:

- 2.2.1 the Order Guarantor withdraws the Order Guarantee for any reason whatsoever;**
- 2.2.2 the Order Guarantor is in breach or anticipatory breach of the Order Guarantee;**
- 2.2.3 an Insolvency Event occurs in respect of the Order Guarantor;**
- 2.2.4 the Order Guarantee becomes invalid or unenforceable for any reason whatsoever; or**
- 2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;**
- 2.2.6 and in each case the Order Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.]**

Annex 1 – Form of Guarantee

[Guidance Note: this is a draft form of guarantee which can be used to procure either a DPS Guarantee or an Order Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

[**Guidance Note:** Insert and/or settle Definitions, including from the following list, as appropriate to either DPS Guarantee or Order Guarantee]

["CCS"	1 has the meaning given to it in the DPS Contract;]
["Beneficiary(s)"	2 means [CCS and all Buyers under all Order Contracts] [<i>insert name of the Buyer with whom the Supplier enters into an Order Contract</i>] and "Beneficiaries" shall be construed accordingly;]
["Order Contract"	3 has the meaning given to it in the DPS Contract;]
["DPS Contract"	4 means the DPS Contract with DPS Reference RM [Insert RM number] for the Goods and/or Services

	dated on or about the date hereof made between CCS and the Supplier;]
["Goods"	5 has the meaning given to it in the DPS Contract;]
["Guaranteed Agreement(s)"	6 means [the DPS Contract and all Order Contracts] [the Order Contract] made between the Beneficiary and the Supplier [from time to time] [on insert date];]
"Guaranteed Obligations"	7 means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
["Services"	8 has the meaning given to it in the DPS Contract;]
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the DPS Appointment Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;**
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;**
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;**
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;**
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;**
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;**
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;**
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and**
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.**

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and

unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.3 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void

or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of **[Insert details]**

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

- 4.2.1 if delivered by hand, at the time of delivery; or**
- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or**
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.**

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.**
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.**
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.**
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.**
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.**

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

PAYMENTS AND SET-OFF

All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

ASSIGNMENT

The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

GOVERNING LAW

This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

[The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]

DPS Schedule 6 (Order Form Template and Order Schedules)

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	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable

controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each

Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none">• <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i>

	<p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> • <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i> <p>[Guidance <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
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DPS Schedule 6 (Order Form Template and Order Schedules)

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Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:

- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Information Template"	the document at Annex 1 of this Schedule 12; and
"Chain Report"	
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

SCHEDULES AND CORE TERMS: **London Travel Demand Survey**

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Order Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Order Schedule 2 (Staff Transfer)

[Guidance note: Buyers will need to take their own legal advice on this Schedule 2 and, in particular, on Part D (Pensions).

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the
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	<p>event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
"Employee Liability"	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>
	<p>f) employment claims whether in tort, contract or statute or otherwise;</p>
	<p>g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Former Supplier"	<p>a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);</p>

"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	<p>HM Treasury Guidance "<i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i>" issued in June 1999 including the supplementary guidance "<i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i>" issued in June 2004;</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>
"Relevant Transfer Date"	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p>
	<p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>
	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p>
	<p>(i) copies of all relevant documents and materials relating to such information, including copies of</p>

	relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions")

confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

[Delete if not applicable to the Call Off Contract]

- [Part A (Staff Transfer at the Start Date – Outsourcing from the Buyer)]
- [Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)]
- [Part C (No Staff Transfer on the Start Date)]
- [Part D (Pensions)]
 - [- Annex D1 (CSPS)]
 - [- Annex D2 (NHSPS)]
 - [- Annex D3 (LGPS)]
 - [- Annex D4 (Other Schemes)]
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Buyer before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Buyer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Buyer Employees which the Buyer is contractually bound to honour;

- 2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
 - 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
 - 2.1.5 a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;
 - 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial

- detrimental changes to his/her working conditions proposed by the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
- 2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and
- 2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:

- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date

- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Buyer nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Buyer Employees; and/or
- (b) any custom or practice in respect of any Transferring Buyer Employees which the Supplier or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any

- Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Buyer its Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation

13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.

4. Information the Supplier must provide

4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:

- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - 5.2.2 Old Fair Deal; and/or
 - 5.2.3 The New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:
 - 6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - 6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on

or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
 - 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5

provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2.8 If Subcontract or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates

to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the

Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

[Guidance: You should take specific legal advice on this Part D. Please also note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a best value authority it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.]

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
	(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

	and " Broad Comparability " shall be construed accordingly;
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	any of:
	(a) Transferring Buyer Employees;
	(b) Transferring Former Supplier Employees;
	(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
	(d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);
	who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;

"Fund Actuary"	a Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the scheme as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
	(a)
	(b)
"Statutory Schemes"	means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Sub-

contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer¹.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
- 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4. Indemnities the Supplier must give

4.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

¹ We recommend that you seek specific legal advice on this clause.

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
- (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

- 4.2.1 shall survive termination of the relevant Contract; and
- 4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation

owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring Fair Deal Employees

- 8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

- 9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
- 10.2.1 established by the Relevant Transfer Date²;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid

²We recommend that you seek specific legal advice on this clause.

- certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer³; and
- 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
- 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly

³ We recommend that you seek specific legal advice on this clause.

Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at

the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

11.2 Such Broadly Comparable pension scheme must be:

- 11.2.1 established by the date of cessation of participation in the Statutory Scheme⁴;
- 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
- 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
- 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
- 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):

- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal

⁴ We recommend that you seek specific legal advice on this clause.

Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme⁵; and

- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or

⁵ We recommend that you seek specific legal advice on this clause.

the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

12. Right of Set-off

12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:

- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
- 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall

procure that the CSPA Fair Deal Employees continue to accrue benefits in the CSPA in accordance with the provisions governing the relevant section of the CSPA for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPA Admission Agreement in accordance with paragraph 2.1 but the CSPA Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPA Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPA Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPA on the date those CSPA Eligible Employees ceased to participate in the CSPA in accordance with the provisions of paragraph 11 of Part D.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<p>"Direction Letter/Determination"</p>	<p>an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;</p>
<p>"NHS Broadly Comparable Employees"</p>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"> (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

	but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.
"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.
"NHSPS Fair Deal Employees"	other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
	(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
	(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),
	and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).
	For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as

	a result of being engaged in the Services and being covered by an "open" Direction Letter/ Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits)

	Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:
- (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and**
- (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.**
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.

- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

3. Continuation of early retirement rights after transfer

- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

4. NHS Broadly Comparable Employees

- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

5. What the buyer can do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

6. Compensation when pension scheme access can't be provided

6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:

6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2 a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: You should take specific legal advice on this Annex D3 and in particular the risk apportionment provisions contained herein.

Please note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a local authority (or other type of best value authority) then it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.

Note the LGPS unlike the CSPA & NHSPA is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Buyer"	in relation to the Fund [insert name] , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;

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"Fund Actuary"	the actuary to a Fund appointed by the Administering Buyer of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
["Initial Contribution Rate"⁶]	[XX %] of pensionable pay (as defined in the 2013 Regulations);]
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
"LGPS Eligible Employees"	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ;
"LGPS Regulations"	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

⁶ We recommend that you seek specific legal advice on this definition.

2. Supplier to become an LGPS Admission Body

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

OPTION 1⁷

- 2.2 [Any LGPS Fair Deal Employees who:

2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and

2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

OPTION 2

- [Any LGPS Fair Deal Employees whether:

2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any

⁷ We recommend that you seek specific legal advice on this clause.

pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

- 2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

- 3.1 **If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.**
- 3.2 **If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.**

4. Discretionary Benefits

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS RISK SHARING⁸

- 5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess

⁸ We recommend that you seek specific legal advice on this clause.

of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the “Excess Amount”) shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.

- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the “Refund Amount”) where:

A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and

B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.

- 5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:

- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
- 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise⁹;
- 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
- 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of

⁹ We recommend that you seek specific legal advice on this clause.

- the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
- 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
- 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
- 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
- 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
- 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
- 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.

- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
 - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the relevant Contract.

Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
- :
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and

expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national

insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**

(b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of

Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(b) the Supplier and/or any Subcontractor; and

(c) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or**
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;**
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

2. BUYER'S RIGHTS

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 3.3.1 identifying the emergence of relevant new and evolving technologies;
 - 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 3.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 3.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection,

submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
 - 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.
- 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 3.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 5 (Pricing Details)

Part A: London Travel Demand Survey Costs

A (i) . Main survey – sample of 8,000 households per annum
Breakdown of main survey executive staff costs per annum.

Staff grade	Name	Daily Rate (£)	Estimated Number of days	Total Cost (£)
Director		£		£
Associate Director		£		£
Senior Research Executive		£		£
Research Executive				£ -
Statistician		£		£
Other (please specify)				£ -
Total Executive Staff Costs per annum:				£

DPS Schedule 6 (Order Form Template and Order Schedules)

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A (ii). Pilot Survey costs – early 2024 only (Supplier has indicated 'No pilot costs required')		
Requirement	(£)	
Executive staff	£ -	
Fieldwork staff	£	
Questionnaire development	£	
Fieldwork equipment	£	
Report on pilot, including review, analysis and recommendations	£	
Other (please specify)	£	
Other (please specify)	£	
TOTAL	£ 0.00	

DPS Schedule 6 (Order Form Template and Order Schedules)

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A(iii). Core Survey costs – sample of 8,000 households per annum				
Executive Staff costs ¹				
Questionnaire development				
Printing and delivery of materials (such as covering letters, leaflets and envelopes)				
Interviewer recruitment and training				
Fieldwork equipment				
Fieldwork travel costs				
Fieldwork staff sufficient to achieve 8,000 completed households				
Ongoing progress reporting and client liaison	£			
Data cleaning and checking				
Database preparation				
Incentives for respondents ²				
Other (please specify)				
Other (please specify)	£			
Total Costs per annum: £				

1 Executive staff will be pulled from cell H13

2 Incentives should be £5.00 per respondent

CPI total cost for the duration of the contract		
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RM6126 - Research &
Insights DPS

Project Version: v1
Model Version: v1.3

DPS Schedule 6 (Order Form Template and Order Schedules)

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Pilot Study (January 2024 - 31 March 2024)			
Year 1 (April 2024 - April 2025)			
Year 2 (April 2025 - April 2026) (3% CPI capped)			
Year 3 (April 2026 - April 2027) (3% CPI capped)			
Year 4 (April 2027 - April 2028) (3% CPI capped)			
TOTAL CONTRACT COST (3 YEARS +1) =			

Please note that cell B,50 will be utilised for the financial evaluation

RM6126 - Research &
Insights DPS

Section B: Supplementing LTDS by other data collection methods
(Information Only):

Project Version: v1
Model Version: v1.3

DPS Schedule 6 (Order Form Template and Order Schedules)

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During the term of the contract, TfL may wish to carry out data collection related to the main LTDS but using other data collection methods. Indicative costs are therefore requested for surveys of the types listed below. Should such other data collection methods be required, TfL reserve the rights to re-evaluate these costs.

- I) LTDS individual interview and trip data by self-completion post-back questionnaire
 - ii) Internet self-completion questionnaire and one-day travel diary
 - iii) LTDS interview by telephone: Similar requirement as specified in the research brief except that the fieldwork is conducted and recorded by telephone.

Costs should be shown separately, as appropriate, for:

- Survey set up and management
- Fieldwork and data processing: costs may be expressed as *rates per 1000 individuals returns (Per individuals rather than household, due to the difficulty to interview complete households face to face if a disruption to methodology was to occur)*

Requirement	(i) Self-completion - paper	(ii) Self-completion - internet	(iii) Telephone interview
Set up and management:			
Fieldwork and data processing (<i>per 1000 individual returns</i>):			
Total Cost			

Order Schedule 7 (Key Supplier Staff)

1. 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 2.
3. 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 4.
5. 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 6.
7. 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 8.
9. 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is

fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details

Order Schedule 8 (Business Continuity and Disaster Recovery)

4. Definitions

4.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 5.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 5.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 9.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 9.3 of this Schedule;

5. BCDR Plan

5.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

5.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

5.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

- 5.2.2 the recovery of the Deliverables in the event of a Disaster
- 5.3 The BCDR Plan shall be divided into three sections:
 - 5.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 5.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 5.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 5.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6. General Principles of the BCDR Plan (Section 1)

- 6.1 Section 1 of the BCDR Plan shall:
 - 6.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 6.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 6.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 6.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 6.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 6.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;

- 6.1.7 provide for documentation of processes, including business processes, and procedures;
- 6.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 6.1.9 identify the procedures for reverting to "normal service";
- 6.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 6.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 6.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 6.2 The BCDR Plan shall be designed so as to ensure that:
 - 6.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 6.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 6.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 6.2.4 it details a process for the management of disaster recovery testing.
- 6.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 6.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

7. Business Continuity (Section 2)

- 7.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 7.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 7.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

7.2 The Business Continuity Plan shall:

- 7.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 7.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 7.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 7.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

8. Disaster Recovery (Section 3)

- 8.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 8.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 8.2.1 loss of access to the Buyer Premises;
 - 8.2.2 loss of utilities to the Buyer Premises;
 - 8.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 8.2.4 loss of a Subcontractor;
 - 8.2.5 emergency notification and escalation process;
 - 8.2.6 contact lists;
 - 8.2.7 staff training and awareness;
 - 8.2.8 BCDR Plan testing;
 - 8.2.9 post implementation review process;
 - 8.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 8.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

- 8.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 8.2.13 testing and management arrangements.

9. Review and changing the BCDR Plan

- 9.1 The Supplier shall review the BCDR Plan:
 - 9.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 9.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and
 - 9.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 9.1.1 and 9.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 9.2 Each review of the BCDR Plan pursuant to Paragraph 9.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 9.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 9.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 9.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's

expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

10. Testing the BCDR Plan

10.1 The Supplier shall test the BCDR Plan:

10.1.1 regularly and in any event not less than once in every Contract Year;

10.1.2 in the event of any major reconfiguration of the Deliverables

10.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

10.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

10.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

10.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

10.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

10.5.1 the outcome of the test;

10.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

10.5.3 the Supplier's proposals for remedying any such failures.

10.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

11. Invoking the BCDR Plan

11.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

12. Circumstances beyond your control

- 12.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 10 (Exit Management)

13. Definitions

13.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 15.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 14.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and

	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 17.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 17.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 20.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 20.2.3 of this Schedule.

14. Supplier must always be prepared for contract exit

- 14.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 14.2 During the Contract Period, the Supplier shall promptly:
- 14.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 14.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("Registers").

14.3 The Supplier shall:

- 14.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 14.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

14.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

15. Assisting re-competition for Deliverables

- 15.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 15.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 15.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 15.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

16. Exit Plan

- 16.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 16.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 16.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

16.3 The Exit Plan shall set out, as a minimum:

- 16.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 16.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 16.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 16.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 16.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 16.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 16.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 16.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 16.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 16.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

16.4 The Supplier shall:

- 16.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period; and
 - (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any

material change to the Deliverables (including all changes under the Variation Procedure); and

16.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

16.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 16.2 or 16.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

16.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

17. Termination Assistance

17.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

17.1.1 the nature of the Termination Assistance required; and

17.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

17.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

17.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

18. Termination Assistance Period

18.1 Throughout the Termination Assistance Period the Supplier shall:

18.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

- 18.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 18.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 18.1.4 subject to Paragraph 18.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 18.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 18.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 18.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 18.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 18.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

19. Obligations when the contract is terminated

- 19.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 19.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 19.2.1 vacate any Buyer Premises;
 - 19.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

19.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

19.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

20. Assets, Sub-contracts and Software

20.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 20.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 20.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

20.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 20.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 20.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
- 20.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are

required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 20.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 20.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 20.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 20.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 20.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 20.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 20.7 The Buyer shall:
- 20.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 20.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 20.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 20.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 20.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 20.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

21. No charges

- 21.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

22. Dividing the bills

- 22.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 22.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 22.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 22.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 14 (Service Levels)

23. Definitions

23.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

24. What happens if you don't meet the Service Levels

- 24.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 24.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 24.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 24.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

24.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

24.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

24.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

24.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

24.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

24.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

24.5.3 there is no change to the Service Credit Cap.

25. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

25.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

25.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

[Guidance Note: The following are included by way of example only.
Procurement-specific Service Levels should be incorporated]

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	98%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Access to Buyer support	Availability	at least 98% at all times	98%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)	=	$x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
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DPS Schedule 6 (Order Form Template and Order Schedules)

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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 **Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.**
- 3.2 **The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph Error! Reference source not found. of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:**
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 **The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:**
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 3.4 **The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.**
- 3.5 **The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.**

4. Satisfaction Surveys

- 4.1 **The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.**

Order Schedule 15 (Order Contract Management)

1. DEFINITIONS

2. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 4 of this Schedule;

3. PROJECT MANAGEMENT

- 4. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.**
- 5. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.**
- 6. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.**

7. Role of the Supplier Contract Manager

7.1 The Supplier's Contract Manager shall be:

- 8. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;**
- 9. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;**
- 10. able to cancel any delegation and recommence the position himself; and**
- 11. replaced only after the Buyer has received notification of the proposed change.**
 - 11.1 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
 - 11.2 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

12.ROLE OF THE OPERATIONAL BOARD

- 13. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**
- 14. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.**
- 15. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.**
- 16. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.**
- 17. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.**

18.Contract Risk Management

- 18.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.**
- 18.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:**

19. the identification and management of risks;

- 19.1.1 the identification and management of issues; and**
- 19.1.2 monitoring and controlling project plans.**
- 19.2 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.**
- 19.3 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.**

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

[**Guidance note:** Details of additional boards to be inserted.]

Order Schedule 16 (Benchmarking)

5. DEFINITIONS

5.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

6. When you should use this Schedule

- 6.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 6.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 6.3 Amounts payable under this Schedule shall not fall within the definition of a Cost.

7. Benchmarking

7.1 How benchmarking works

- 7.1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 7.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 7.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 7.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 7.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 7.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 7.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

7.2 Benchmarking Process

- 7.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 7.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 7.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 7.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 7.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 7.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 7.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 7.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees

to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

7.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

7.3 Benchmarking Report

7.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule.

7.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 7.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Order Schedule 18 (Background Checks)

8. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

9. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

10. Relevant Convictions

10.1 **The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.**

10.2 **Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):**

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

[Insert Relevant Convictions here]

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract



SPECIFICATION OF REQUIREMENTS

London Travel Demand Survey (LTDS)

Tender Reference:

TfL 96425 Date:

October 2023



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Appendices

Appendix 1: Data dictionary (LTDS 2022/23)

Appendix 2: LTDS Introduction leaflet

Appendix 3: TfL Safeguarding Policy



London Travel Demand Survey: 2024/25 to 2027/28

1. Background: Travel surveys for TfL Transport Strategy and Policy

TfL Transport Strategy and Policy is responsible for planning and implementing a range of transport surveys in the London area. This brief is in respect of a household travel survey, the London Travel Demand Survey, by face-to-face interview, designed to give core information on Londoners' travel behaviour, to monitor trends in travel demand and provide data to update transport planning tools and databases.

2. History

2.1 LTDS 2005/06 to 2023/24

The London Travel Demand Survey has been carried out annually between 2005/06 and 2023/24, with essentially the same data collection method and survey design in each year. There was a brief change in methodology due to the impacts of the Coronavirus pandemic where fieldwork took place via telephone, but this reverted to face-to-face in April 2022.

This specification is regarding the continuation of the face-to-face survey for 3 years of fieldwork, with the option to extend for a further 1 year, this extension is at the sole discretion of TfL. A pilot study will commence in January 2024 for a period of 3 months prior to the commencement of the main fieldwork on 1 April.

2.2 The basic survey

The current survey has a target sample each year of 8,000 fully responding household's resident within the study area, which consists of Greater London (the London boroughs area). Individual targets are set for the sample to be achieved in each London borough. The sample is further stratified into 474 Sample Control Areas (SCA) within the study area in order to control the spatial distribution of the sample and to ensure representative coverage of travel across all parts of London. Each SCA covers an area that an interviewer can reasonably cover in a single assignment.

Interviews are to be carried out in respondents' homes or on the doorstep by trained interviewers, using the CAPI (Computer-Assisted Personal Interviews) system. Full details of all trips (journeys) made by the respondent on a recent 'travel day', usually the day before interview, are recorded on trip record



sheets. Travel days are allocated to households prior to the interview and chosen to give an even spread of days across days of the week, including both weekdays and weekends.

Data is required from all members of responding households. An initial interview with any responsible adult is held to collect information about the household, to identify its individual members with some demographic details, and to identify household vehicles. This is followed by individual interviews with all household members (with the exception of children



under 5-years) to collect further data on individuals, their travel patterns and their actual trips made on the travel day. A further requirement from 2022/23 onwards has been to record a more general pattern of respondent's trips over an entire week, to supplement the detailed travel day information (examples of the data collected are included in Appendix 1).

3. Outline of requirements

3.1 *Survey objectives*

The overall aim of the survey is to provide a reliable source of data for cross-sectional analysis of travel in London and to track trends over time. The data will be used to support:

- monitoring of the effects of transport policy and trends;
- strategy development and planning studies;
- estimation of transport models for forecasting, scenario-testing and scheme assessment.

3.2 *Survey content*

The survey design and core content are kept the same from year to year, but some changes to questionnaires are made each year to meet changing requirements or to improve the quality of data. The appointed supplier will be responsible for developing the questionnaires for LTDS for each year from 2024/25 onwards, from the information on data requirements provided by TfL.

3.3 *Content of proposals*

The following sections describe a specific survey method following the survey design and methods used for LTDS 2023/24. Proposals shall be based on the methodology outlined in section 5. Additionally, suppliers may make suggestions for alternatives or improvements to aspects of the design that would achieve the same objectives without loss of data quality.

4. Pilot Survey

Although many features of the survey are repeated from earlier surveys, it is expected there will be a need in the first year for a pilot survey for the supplier to test and refine the questionnaire and fieldwork processes. This should be carried out in January 2024 until March 2024, after project inception, so that lessons learnt may be considered throughout March and applied to the main survey fieldwork starting on 1 April 2024.

It will be important that the pilot survey is realistic and provides a real test of survey procedures and materials. It is desirable that the staff used would be typical of those to be employed on the main survey.



A report will be required of the pilot survey specifying procedures and presenting materials for the main survey. This will be in the nature of an inauguration report. As well as reporting on the pilot survey it should present in full:

- the finalised questionnaires;
- all associated materials such as showcards and sample issue sheets;
- the interviewers' instructions and other training materials;
- a specification of quality control procedures and full details of computer edit checks.
- analyses of data (to be agreed with TfL)

A key function of the pilot survey will be to assess the quality of the data collected. The pilot survey report should include a commentary on the following aspects:

- item response
- interview completeness
- logic checks
- issues associated with sequencing of trips
- address quality

The report shall also propose any remedial actions that should be taken. The main results should inform the sort of checks supervisors would be expected to carry out, particularly on interviews collected by inexperienced interviewers. It is not expected that the pilot sample size will be large enough to derive statistically robust estimates of measures such as response rates or trip rates. Processing of pilot data will provide a test of editing and quality control processes.

The pilot survey report should also give an assessment of practical aspects of the survey including:

- Interview length
- Clarity of questions to the interviewer and interviewee (wording)
- Manageability of materials
- Effectiveness of the mechanisms for survey administration at all levels from management to interviewers
- Feasibility of meeting performance targets

Based on the feedback from the pilot, the decision on whether to proceed to the main survey in April 2024 will be at TfL's discretion. If an unsatisfactory pilot is completed in January – March 2024 then a rectification plan will be agreed between the supplier and TfL to rectify the default(s) and at TfL discretion repeat the pilot to the required standard in the first quarter of the survey April – July 2024 if required.

5. The Core Survey

5.1 *Data collection: the interview*



Although much of the data will be obtained from individual respondents, the essential survey unit is the household. Only interviews with complete households are acceptable and count towards meeting the sample targets. In some circumstances, when interviewers are unable



to contact some household members for face-to-face interview, proxy data provided by other household members may be acceptable to complete the full household.

5.2 Sample size, stratification and selection

The survey will be carried out in the London area, covering households within the whole of Greater London (the London boroughs area). For the core survey, the aim remains to achieve 8,000 completed household interviews in each financial year (1 April to 31 March) such that the distribution of the sample reflects the distribution of population in the whole study area in each year.

To achieve this, the survey area is stratified into sample control areas (SCA). These serve two purposes, in defining suitable areas for interviewers to work and giving control over the geographical spread of the sample. The SCAs are used with population data to control the expansion of the sample data. In previous survey years, a set of 474 SCAs has been defined specifically for LTDS by grouping Census Outputs Areas nesting within borough boundaries.

Sample addresses are selected from the Postcode Address File (PAF). The Supplier will be responsible for adapting the PAF to exclude the addresses selected in previous years. The number of sample addresses to select in each SCA is set to a predetermined assignment size.

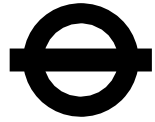
This size of assignment will be typically between 20 and 40 addresses, the number chosen to give sufficient addresses for an interviewer to achieve a given target in each SCA. The aim is to complete the total 8,000 households interviewed each year by achieving approximately equal numbers, averaging between 16 and 17, in each SCA.

5.3 Interviewer tasks

Households selected to take part in the survey will be sent a letter and leaflet explaining the survey in more detail, this will be managed by the supplier. A copy of the current leaflet is attached at Volume 2 - Appendix 2. The supplier will print and distribute leaflets to the fieldwork team for delivery to their sample addresses (leaflets to be updated by TfL prior to distribution).

All interviewers should be given a unique ID number that should be present on all of their documents. Interviewers are issued with assignments consisting of a number of addresses within a SCA. Interviewers will not be expected to have more than one SCA open at a time unless they are coming to the end of an existing SCA. The number of weeks an SCA is allowed to remain open will need to be controlled and the interviewer will be expected to ensure that all addresses have been suitably resolved within the agreed timeframe.

To establish initial contacts, interviewers are required to call on addresses at least four times at different times of day (including evenings) and different days of the week, with at least one attempt after 7.30pm.



On making contact with a responsible household member and gaining their household's agreement to take part, the interviewer may make appointments to call back to interview



other household members. Only when **all** household members (excluding children under 5) have been interviewed will the interview be classed as complete.

Before the interview the interviewer will assign a travel day but will not reveal it to the household so that interviewing does not (consciously or unconsciously) influence travel patterns on the given day. The travel day may be either the day before interview or the day before that. Interviewers are instructed to choose travel days evenly among the days of the week. Corrective action on the part of the supplier may be required if the number of returns for any day is outside a range of 12%-16% of the total interviews achieved.

For each household, the travel day **must** be the same for every member of the household. When the interviewer calls and collects trip information for those persons present the day is then fixed. If most household members are out at first contact it could be best to arrange a return appointment and, by implication, a later travel day. Return calls must be made as early as possible thereafter to secure trip information from household members not at home at the first interview. Every effort should be made to contact respondents when the memory of their travel day's movements is still fresh.

For each issued sample address, interviewers are required to keep a record of contact attempts, to gain an interview. Failure to gain an interview may be due to either non-contact or refusal. Reasons for refusal are recorded on the Contact Record Sheet. Information should also be collected on out-of-scope addresses such as empty properties or commercial properties.

If the household agrees to take part, the interviewer must make all reasonable attempts to contact all members of the household. Adults will be present when children are interviewed or may answer on behalf of young children who do not travel alone. Adult members who are absent at a distance may be interviewed by telephone, while in some circumstances, such as illness, a proxy interview with another household member may also be acceptable.

To be regarded as complete, household interviews must have:

- full contact and property information;
- full household information;
- full person information for all household members;
- interviewer-completed travel diaries for all household members.

5.4 Interviews and trip records

The interview itself is in three parts:

- Part 1: Household Questionnaire. Household, summary person details and vehicle information to be obtained from any adult in the household.
- Part 2: Person Questionnaire. This should be obtained from each household member aged 5 years and over. Parental consent is required to interview children aged 15 or



younger. Please see Volume 2 -Appendix 3 for TfL's safeguarding policy, which should be adhered to.



- Part 3: Travel Diary. This collects details of all trips started in the travel day for each household member, under the same guidelines as Part 2. Children travelling on their own (usually 11 to 15 years old) should themselves be asked about their travel patterns. Please see Volume 2 - Appendix 3 for TfL's safeguarding policy, which should be adhered to.

The trip sheet records information about the whole trip (such as destination address, purpose, start and end times) and about all interchanges within the trip (such as address or location of stations and bus stops, vehicle or modes of transport used, walk times), as well as supplementary information on parking, and ticket types. For the 2024/25 survey the data content is expected to be similar, but suppliers may make proposals for changes to the trip sheet.

5.5 Travel data definitions

A **trip** is defined as a one-way movement from origin to destination to achieve a purpose. Each change of purpose represents the start of a new trip (although incidental stops such as buying a paper on the way to work are disregarded). A round trip (e.g., walking the dog) is divided into two parts at its farthest point, to form separate trips from the outward and return legs.

Trips are subdivided into **stages** by identifying interchange points, where the traveller changed from one mode of transport to another or one vehicle to another.

Respondents are required to report all their trips starting during the travel day, beginning at 4am and ending at 4am the following morning.

Full details are required for trips that either start or end in a defined travel area, broadly corresponding to London and the South East of England.

For trips, or sequences of consecutive trips, wholly outside the study area, the respondent may provide summary information only, consisting of a main mode of travel (i.e., the mode of transport used for the longest distance) and trip end addresses.

Within the travel area the data must cover all trips made on the travel day, including all modes of transport and walking.

It is particularly important that all walks, however short, are fully identified, whether they formed a complete trip or part of a trip (stage) between interchanges. The only exceptions relate to walks within premises between stages using the same mode of transport: for example, changing trains within a station. In this case the train to train interchange is recorded, but the walk between trains is omitted.



5.6 *Example of a trip*

A simple example, a main-mode Underground trip, might consist of three stages:

Home to Station1 walk
Station1 to Station2 London Underground Station2 to
Office walk

In this example, there is a single Underground stage between Station1 and Station2 with no change of trains.

If the journey involves a change of Underground train then the interchange (at Station2) should be recorded, as follows:

Home to Station1 walk
Station1 to Station2 London Underground Station2 to
Station3 London Underground Station3 to Office walk

Note there is no walk recorded at Station2 because the interchange occurs entirely within the station.

A more complex example might involve stages by both rail (National Rail) and Underground: Home to

Station1 walk
Station1 to Station2 rail
Station2 to Station2 walk
Station2 to Station3 London Underground Station3 to
Office walk

In this case, a walk is recorded between rail and Underground because a change of mode is involved.

5.7 *Guidance on sample numbers, trip, stages etc.*

In the LTDS 2019/20 the number of trips on the travel day averaged 2.1 per person. On average, there were 2.1 stages (interchanges) per trip.



5.8 Trips in course of work

As a general rule, all trips in course of work are included in the survey, because they are regarded as personal travel.

However, for certain occupations, their trips in the course of work are not personal travel and may be omitted. For example, when the respondent is driving a bus, taxi, train, or other public transport vehicle as part of their job this is not included. Commercial vehicle trips for the purpose of distributing goods should be omitted when this is the sole purpose of the delivery (but deliveries associated with a service provided by the driver are included). All other trips in course of work, including trips between home and work and trips on employer's business, should be included. Trips by delivery drivers making a series of calls may be summarised into a single summary trip, with address details collected only for the first and last stop.

5.9 Address data

The quality of address data is of high importance. Full details are required for all trip origins and destinations, and locations of interchanges, to enable accurate geo-referencing to be derived for spatial analysis. The data is used to derive estimates of travel distance, for relating travel to land use, and for calibrating trip distribution models. When postal addresses are not known (e.g., shops visited), irrelevant or non-existent (e.g., parks, sports grounds, bus stops) the locations must be described as fully as possible so they can be identified to a high level of precision from gazetteers or maps during the geocoding process (see below).

Coding requires addresses to be entered in full and interviewers are instructed to use only approved abbreviations and to avoid losing address detail.

On the trip record sheets, addresses of trips to 'home', 'usual workplace' or 'school' can be summarised by using tick boxes, since these address details are already collected in full in the person questionnaire.

5.10 Incentives

In common with many other sample surveys, LTDS offers respondents a small incentive to thank them for their time and effort in taking part. Incentives consisting of shopping vouchers to the value of £5 per respondent are issued provided *all* eligible members of a responding household do complete the survey. If they wish, households may opt to donate their incentives to a specified charity. Suppliers should make provision for these or similar incentives in their bids.

5.11 Re-contacting respondents for further research

At the end of the individual interview all adult respondents are asked whether they would be willing to be contacted again to take part in further research about people's travel behaviour for TfL. Contact details for those willing to be re-contacted (the 're-contact sample') must be retained by the fieldwork



supplier in a secure database, satisfying all the provisions of General Data Protection Regulation (GDPR) for handling personal data. The TfL Project



Manager may request the database, or extracts from it, to be released either to TfL or to third parties commissioned by TfL to carry out further research or follow-up surveys to LTDS.

5.12 *Management*

Proposals should describe how overall management of the project will be structured and clearly define the roles and responsibilities of the management team.

Supervision and control of the survey must be of a high standard and proposals should clearly specify the procedures that would be adopted and who would be responsible, identifying those areas of survey operations under a dedicated team.

Day to day contact between the supplier and TfL will be with an individual based in TfL Transport Strategy and Policy, who will act as TfL's Project Manager and liaise with internal TfL clients.

The Project Manager will wish to be in continual contact with the progress of the survey and will in addition:

- a) approve all questionnaire design, interviewer instructions and other significant materials
- b) attend a sample of briefing sessions and the briefing and debriefing of pilot survey interviewers and occasional training sessions
- c) receive regular information about the progress of the survey by monthly progress reports (in addition to the weekly summaries of fieldwork progress). These should provide continuous documentation of the survey progress and notice of current or anticipated problems.

5.13 *Progress reporting*

Fieldwork progress should be continually monitored by the supplier and summary reports given to TfL at weekly intervals. These would report the numbers of interviews at each stage of the survey progress, for example according to the following list:

Interviews in progress:

- Non-contact no attempts made
- Non-contact attempts made
- Appointment made
- Interview started

Interviews completed with final outcome: Full interview

- Partial interview
- Non-contact
- Refusal



Non-residential address Vacant
property

Unable to locate



The fieldwork management should aim to complete the survey at an even rate through the year and across all parts of the study area. Progress reports should periodically show a spatial breakdown, by Sample Control Area, grouped by borough, so that problem areas can be identified promptly. The return rate by travel day should also be reported in order to monitor the spread of travel days during the week. There should also be a quarterly progress review meeting to identify any issues or problems that may need to be rectified.

6 Supplier's responsibilities

LTDS is large and relatively complex for a survey of this type and will require thorough supervision and careful management.

It must be understood that the survey is different in some respects from a conventional market research or social survey. Key differences are:

- the need to interview every household member;
- the nature of the travel diary.

Unlike most market research surveys, the interviewers when completing the travel diary do not follow a specified series of questions and a set script. Instead, they have to obtain an initial outline of the respondent's travel on the travel day and then set out the details in sequence. They can conduct the interview satisfactorily only if they have a clear understanding of the conventions and definitions associated with trip and stage recording and are skilled to elicit the complete details of a day's travel from respondents.

6.1 Interviewer training

The supplier will be responsible for interviewer training, these responsibilities are listed below:

Points to note regarding interviewer training are:

- The training programme will need to cover both matters of general practice regarding contacting and interviewing respondents and the specific requirements of LTDS, especially the travel diaries and the need to obtain addresses of good quality.
- It is expected that up to three days training will be needed for interviewers new to the survey and that this should include 'dummy' interviewing as part of the training session, to be followed by a small number of accompanied supervised interviews with the public.
- Only when interviewers have demonstrated this competence in supervised live interviews should they be permitted to work on the survey as a full member of the interviewer team.

Survey specific training should include a strong focus on the travel diary. Under-reporting of trips by respondents is a risk common to this type of survey. Emphasis must be placed on the need to include all trips, paying attention to those that are most commonly missed, for example, walking, short trips,



evening trips, non-home based trips (such as trips while at work) and escort trips (such as driving a child to school). It will also be necessary to focus



on the definitions of trips and interchanges so that interviewers are confident in applying these definitions in interviews.

TfL will wish to work closely with the supplier on developing suitable training, particularly with regard to the survey specific training and will wish to attend some interviewer briefing sessions.

6.2 Questionnaire development

The supplier will be expected to propose and finalise the design of the travel diary and questionnaires for use in LTDS 2024/25, subject to TfL agreement. The scripting of the questionnaires will be the supplier's responsibility. While the core content of the questionnaire is not expected to change from year to year, some questions may be added or revised in response to changing customer requirements.

6.3 Quality assurance

It is expected that the supplier will have quality control procedures in place that will incorporate feedback to the field from the data entry and edit processes.

TfL attaches considerable importance to the quality of data collected, and especially the need for consistency and completeness in recording travel diary data. The supplier should use a similar approach or propose how the collection of the travel data may be improved to ensure quality is maintained.

TfL may institute a system of checks on completed interviews in addition to those carried out by the supplier and may wish to visit survey management and data processing offices and to inspect completed interviews.

Points regarding **quality control and survey methodology** are:

- Interviewers should be prepared to work irregular hours with substantial coverage of evenings and weekends.
- They should meet a set minimum level of productivity to be agreed with TfL
- Sample addresses should be visited at a range of times of day and days of the week.
- Backchecks of a proportion of each interviewer's work will be required. Suppliers should specify the level and content of backchecks and also how interviews for backcheck would be selected. This could be a fixed proportion of each interviewer's work, or a more selective approach could be adopted. TfL will require regular reports on the backchecks undertaken.
- All returned interviews should be promptly checked, particularly the trip diaries. Supplier should specify the action which will be taken in the event of individual interviewers returning unsatisfactory work.
- Conducting dummy interviews with interviewers to ensure that interviewers probe correctly and conduct interviews in appropriate manner.

Rapid feedback to the fieldwork operation will be needed. Additionally, TfL will conduct on- going analysis, edit checks and examination of indicators such as trip rates. These checks by TfL should not



be seen as a substitute for the supplier's quality monitor, but they may independently raise issues to be referred to the supplier for further action.



7. Data input, checking and coding

For the main survey, certain targets will be agreed between TfL and the supplier with regard to data entry and editing. For example, it will be a requirement that:

- partially completed interviews are followed up within a given timeframe and either designated as partially complete or actually complete;
- the collection of raw data is turned into data provision to TfL within agreed timescales.

All data must be input and supplied to the Project Manager by electronic media in a format to be specified. Data should be passed through an edit program of range and logic checks, the specification of which must be agreed with TfL. The logic checks need to be made both within each questionnaire and between questionnaires within each household.

As part of the process of delivering data to TfL the supplier will be expected to undertake some consistency and completeness checks of the database and to complete a process (defined by TfL) to create additional variables from the data collected. The database checks include making sure that the records match at different levels of the hierarchical structure.

7.1 Office coding

As well as the standard MRS social grade classification, respondents should also be coded to the Standard Occupational Classification (SOC2000) and the National Statistics Socio- Economic Classification (NS-SEC). Details of current or past employment collected in the person interview are to be coded to SOC2000 four-digit unit group and used to derive NS- SEC.

7.2 Geocoding

The address data should be provided with geospatial references for use with GIS: these include National Grid References, postcodes and LTS modelling zones (defined by boundary files to be supplied by TfL).

All origin and destination addresses, and locations of interchanges, must be input in full. This can be done most efficiently and accurately when interviewers have obtained good quality address data. The address data should be passed to a partly automated matching process using software that will append grid references, postcodes and LATS zones to each address. The matching process will be most effective if the input addresses are laid out in a specified format, i.e., with designated fields for different elements. The input process should therefore be undertaken in an intelligent, rather than a purely automatic way.

Each address captured in the survey should be geo-coded as accurately as possible. As a check on addresses captured within trip data, the geocoded addresses, together with the modes used, should be used to assess whether the implied speed is within acceptable parameters. Other checks on journey distances, times, speeds and address coding may be proposed.



7.3 Database construction

Data will be provided to TfL by the supplier at quarterly intervals. Data will be provided in a form that maintains the integrity of individual records, within a MS Access database



structure, to be agreed. The database should contain all information collected, including free text such as job titles, industry type, personal contact details and addresses collected on the travel diary.

Text entries in response to questions coded as “Other” should be coded to the appropriate category in the existing code frame as part of data processing. Code frames may be expanded to include new categories where necessary.

All copies of the questionnaires, including contact record sheets, must be stored and retained for at least 12 months at the supplier’s own expense and subsequently either destroyed or provided to TfL on request.

7.4 Data Protection

The supplier will be expected to comply with the latest privacy and data protection legislation in the UK, including handling of the data subject rights. The interviewers must have completed basic data protection training and follow the supplier’s privacy and data protection policies. They will be providing the households with a privacy notice and will be able to advise the respondents on the handling of their personal data for the purpose of the survey. The successful supplier will also ensure secure storage and transfer of data to TfL in line with appropriate technical and organisational security measures

7.5 Other data collection methods

During the term of the contract, TfL may wish to carry out data collection related to the main LTDS but using other data collection methods. Such research might include telephone interviews or self-completion questionnaires, either on paper or Web-enabled.

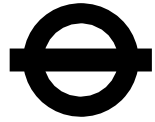
8. Issues for consideration

The following issues should be given particular attention when suppliers are preparing their proposals.

• Time series comparability

Time series comparability of data from the survey is a crucial business requirement for the analysis of trends in travel behaviour, which sometimes change only slowly over time.

Suppliers should demonstrate in their response that they understand the importance of this requirement and specify any particular measures that they would put in place to help ensure this. For example, close monitoring, comparison and, if necessary, adjustment of the emerging results from the early months of the live survey.



- **Ineligible addresses**

Experience with LTDS 05/06 to 23/24 suggests that the percentage of ineligible addresses in the drawn sample from the Postcode Address File averages about 8 per cent over the study



area. Assuming a 50% response rate overall from the remainder, it will be necessary to issue at least 17,250 addresses per annum in order to achieve the target sample.

• Multi-occupancy addresses:

When two or three households are found at one address all should be included. When more than three are found, a randomly selected sample of three is required to be selected using a pre-specified procedure. Multiple household addresses slightly reduce the number of addresses needed to be issued.

9. Timescales

TfL require a contract to be in place for 8 January 2024 to allow for a 3 month period for the pilot survey. The LTDS main survey will commence on 1 April 2024. The contract duration will be an initial period of 3 years and 3 months (8 January 2024 – 31 March 2027) with an option to extend for a further 12 months, this option to extend is subject to TfL's sole discretion. Latest contract expiry will be 31 March 2028.

Based on the feedback from the pilot survey, the decision on whether or not to proceed to the main survey (on 1 April 2024) will be at TfL's discretion. If an unsatisfactory pilot is completed in January-March 2024 then a rectification plan will be agreed between the supplier and TfL to rectify the default(s) and at TfL discretion repeat the pilot to the required standard in the first quarter of the main survey (April – July 2024) if required.

The following is an outline of the intended timescale for the progress of the project:

Milestone	Date
Contract commencement	Early January 2024
Pilot Survey	January 2024 to early March 2024
Pilot survey review and recommendations	March 2024
Main survey fieldwork start	1 April 2024
Complete clean coded data for 2024/25	July 2025

Repeat cycle for 2025/26 (full year interviewing) and 2026/27 and optional repeat cycles for 2027/28 – minor changes to questionnaires and procedures may be agreed between TfL and the supplier at the start of each year, without the necessity to repeat the pilot survey.



10. Key Performing Indicators

The below is a list of key performance indicators that the supplier must comply with throughout the duration of the contract.

KPI 1	Ensure that an even spread of travel days are captured, with 13%-15% of trips for each day of the week
KPI 2	At least 95% of sample target should be achieved each quarter (i.e., 1,900 households)
KPI 3	Quarterly databases containing raw data for the quarter should be delivered to TfL within a month of the end of the quarter
KPI 4	Final weighted and expanded database should be delivered to TfL, with all data queries resolved, within 4 months of the end of the survey year
KPI 5	No more than 1% of any variable should contain 'missing' values

Failure to meet the above KPIs will result in a performance review. The purpose of the review will be to identify causes of the failure and agree future actions to mitigate the likelihood of the failure occurring again. Following the review, the supplier will be asked to complete a rectification plan in line with DPA Joint Schedule 10 to outline the repeated issues and how the supplier plans to rectify those.

Consistent failure to meet KPIs may result in termination of the contract as per clause 10.4 (g).

VALUE	LABEL
Standard	
Answer missing	-2
Not asked	-1
Yes/no	
Answer missing	-2
Not asked (routing given in applicable)	-1
Yes	1
No	2
Local authority	
	1 Camden
	2 City of London
	3 Hackney
	4 Hammersmith & Fulham
	5 Haringey
	6 Islington
	7 Kensington and Chelsea
	8 Lambeth
	9 Lewisham
	10 Newham
	11 Southwark
	12 Tower Hamlets
	13 Wandsworth
	14 Westminster
	15 Barking and Dagenham
	16 Barnet
	17 Bexley
	18 Brent
	19 Bromley
	20 Croydon
	21 Ealing
	22 Enfield
	23 Greenwich
	24 Harrow
	25 Havering
	26 Hillingdon
	27 Hounslow
	28 Kingston upon Thames
	29 Merton
	30 Redbridge
	31 Richmond upon Thames
	32 Sutton
	33 Waltham Forest
Day of week	
	-2 Missing
	-1 Not asked
	1 Monday
	2 Tuesday
	3 Wednesday
	4 Thursday
	5 Friday
	6 Saturday
	7 Sunday

VARIABLE NAME				
hhid	Household ID			
hyearid	Survey year ID			
		Value	Label	
		22	2022/2023	
hintpno	Person number of household questionnaire respondent			
hhaboro	Local authority of home address			
			Local authority (see notes)	
hiwt	Interim expansion factor for the whole week sample			
hiwtwkd	Interim expansion factor for the weekday sample			
hiwtttwkd	Interim expansion factor for the term time weekday sample			
htdate	Travel date			
htdow	Travel day of week			
			Day of week (see notes)	
hinent	Incentive or charity donation			
		Value	Label	
		-2	Missing	
		-1	Not asked	
		1	Receive vouchers	
		2	Donate to charity	
hresnon	B1a - Number of household members			
hvisnon	B1b - Number of visitors in household			
hpeoplen	B1 - Number of people (inc. visitors) in household			
h5resn	B8 - Number of household members aged 5 or more			
htenurey	B12 - How long has the household lived here (years)			
htenurem	B12 - How long has the household lived here (months)			
hbefore	B13 - Where did the people who make up this household last live before they moved to this address			
		Value	Label	
		-2	Missing	
		-1	Not asked (routed B13)	
		1	London (within M25)	
		2	Elsewhere in the United Kingdom	
		3	In another country	
		4	More than one of these	

hccarnan	C1aa - Number of cars household owns or has access to		
			Yes/no (see notes)
hmcnan	C1ab - Number of motorcycles or mopeds household owns or has access to		
			Yes/no (see notes)
hsvnan	C1ac - Number of small vans household owns or has access to		
			Yes/no (see notes)
hovnan	C1ad - Number of other vans household owns or has access to		
			Yes/no (see notes)
hovehnan	C1ae - Number of other vehicles household owns or has access to		
			Yes/no (see notes)
hovehnano	C1ae - Number of other vehicles household owns or has access to (specified)		
		Value	Label
		-2	Missing
		-1	Not asked (routed C1ae)
hvehnan	C1a - Number of vehicles in total household owns or has access to		
			Yes/no (see notes)
hcaracb	C1ba - Number of cars household acquired or bought in the past twelve months		
			Yes/no (see notes)
hmcacb	C1bb - Number of motorcycles or mopeds household acquired or bought in the past twelve months		
			Yes/no (see notes)
hsvacb	C1bc - Number of small vans household acquired or bought in the past twelve months		
			Yes/no (see notes)
hovacb	C1bd - Number of Other vans household acquired or bought in the past twelve months		
			Yes/no (see notes)
hovehacb	C1be - Number of other vehicles household acquired or bought in the past twelve months		
			Yes/no (see notes)
hovehacbo	C1be - Number of other vehicles household acquired or bought in the past twelve months (specified)		
		Value	Label
		-2	Missing
		-1	Not asked (routed C1be)
hvehacb	C1b - Number of vehicles in total household acquired or bought in the past twelve months		
			Yes/no (see notes)
hothveh	C8a - Other vehicles available for use		
			Yes/no (see notes)
hsdhire	C8b - Other vehicle available - Self-drive hire car		
			Yes/no (see notes)

hcopool	C8b - Other vehicle available - Company pool car		
			Yes/no (see notes)
hcooth	C8b - Other vehicle available - Other company car		
			Yes/no (see notes)
hcourtesy	C8b - Other vehicle available - Courtesy car		
			Yes/no (see notes)
hcarclub	C8b - Other vehicle available - Car club vehicle		
			Yes/no (see notes)
hvisitor	C8b - Other vehicle available - Visitors car		
			Yes/no (see notes)
hmcycle	C8b - Other vehicle available - Motorcycle		
			Yes/no (see notes)
hdisbint	C8b - Other vehicle available - Car owned by household but sold/disposed of before interview		
			Yes/no (see notes)
hothvehe	C8b - Other vehicle available - Other vehicle		
			Yes/no (see notes)
hothveho	C8b - Other vehicle available - Other vehicle (specified)		
		Value	Label
		-2	Missing
		-1	Not asked (routed C8b)
hcvln	Number of cars/vans/lorries owned by or available on travel day to household		
hcvn	Number of cars/ vans owned by or available on travel day to household		
haposp	D1 - Household have access to private, off-street parking?		
			Yes/no (see notes)

heleccharge	D2 - Does your household or housing development have a dedicated facility for charging electric cars?		
		Value	Label
		1	Yes
		2	No
		3	Don't know
		-2	Missing
hpurchasehybrid	D3 - How likely are you to purchase an electric/plug-in hybrid car in the next 5 years?		
		Value	Label
		1	Very likely
		2	Not very likely
		3	Don't know
		-2	Missing
hcycles	HH_Cyc9a - How many cycles are owned and available for use in your household?		
		Value	Label
		-2	Missing
hcycletype1	CycType_1 - What type of bike is this? - Conventional pedal bike		
		Value	Label
		-2	Missing
		-1	Not asked (routed Cyc9a)
hcycletype2	CycType_2 What type of bike is this? - Electric bike		
		Value	Label
		-2	Missing
		-1	Not asked (routed Cyc9a)
hcycletype3	CycType_3 What type of bike is this? - Folding bike		
		Value	Label
		-2	Missing
		-1	Not asked (routed Cyc9a)
hcycletype4	CycType_4 What type of bike is this? - Other		
		Value	Label
		-2	Missing
		-1	Not asked (routed Cyc9a)
hcyclekept1	CycPark_1 Where do you park/store your bike? - Inside the property (e.g. in your home/garden/shed/garage)		
		Value	Label
		-2	Missing
		-1	Not asked (routed Cyc9a)
hcyclekept2	CycPark_2 Where do you park/store your bike? - In a communal area within the building/premises		

			Value	Label
			-2	Missing
			-1	Not asked (routed Cyc9a)
hcyclekept3	CycPark_3 Where do you park/store your bike? - In a secure (locked) parking facility outside your home (e.g. hanger, bike storage, locker etc)			
			Value	Label
			-2	Missing
			-1	Not asked (routed Cyc9a)
hcyclekept4	CycPark_4 Where do you park/store your bike? - Public on-street parking (e.g. bike stand, railway station)			
			Value	Label
			-2	Missing
			-1	Not asked (routed Cyc9a)
hcyclekept5	CycPark_5 Where do you park/store your bike? - Other			
			Value	Label
			-2	Missing
			-1	Not asked (routed Cyc9a)
hescooter	Escoot1 - How many e-scooters are owned and available for use in your household?			
			Value	Label
			-2	Missing
			-1	Not asked (routed Cyc9a)
hincome	E1 - What is your Gross household income (before tax)			
			Value	Label
			-2	Missing
			1	less than £5,000
			2	£5,000 - £9,999
			3	£10,000 - £14,999
			4	£15,000 - £19,999
			5	£20,000 - £24,999
			6	£25,000 - £34,999
			7	£35,000 - £49,999
			8	£50,000 - £74,999
			9	£75,000 - £99,999
			10	£100,000 or more
			11	Do not know
			12	Refused
hincomei	Annual household income (with imputed values)			

hstruct		Household structure code (used to calculate interim weights)	
hstruct6		Household structure code (6 categories)	
hhose		Easting grid reference of home address	
hhosn		Northings grid reference of home address	
hhpcout		Postcode (out) of home address	
hhpcin		Postcode (in) of home address	
hhsbzon		LATS sub-zone of home address	
hhciox		LATS CIOX area of home address	
hhcioxb		LATS CIOX area of home address split by Greater London	
hhsect		LATS Sector of home address	
hhfarezn		Fare zone of home address	
hhccz		Location of home address inside Congestion Charge zone	
hhwez		Location of home address inside Western Extension zone	

LTDS 2013/14 DATA SET: PERSON DATABASE

phid	Household ID		
ppid	Person ID		
pyearid	Survey Year ID		
		<i>Value</i>	<i>Label</i>
		22	2022/2023
ppidno	Person number		
phaboro	Local authority of home address		
			<i>Local authority (see notes)</i>
phiwt	Interim expansion factor for the whole week sample - Household		
ppiw	Interim expansion factor for the whole week sample - Person		
phiwtwkd	Interim expansion factor for the weekday sample - Household		
ppiwtkd	Interim expansion factor for the weekday sample - Person		
phiwtttwkd	Interim expansion factor for the weekday term time sample - Household		
ppiwttwkd	Interim expansion factor for the weekday term time sample - Person		
psex	B3 - Gender		
		<i>Value</i>	<i>Label</i>
		-2	Missing
		1	Male
		2	Female
		5	Prefer not to say
		6	Other
psexi	Gender (With imputed values)		
pstaym25	B4 - Person stayed anywhere within M25 on travel night		
			<i>Yes/no (see notes)</i>
page	B5 - Age		
		<i>Value</i>	<i>Label</i>
		-2	Missing / Refused
pagei	Age (With imputed values)		
pagecat	Dem2 - Age category estimated by interviewer		
		<i>Value</i>	<i>Label</i>
		-2	Missing
		-1	Not asked
		1	5-10
		2	11-15
		3	16-24
		4	25-44
		5	45-59
		6	60+
phholder	B6 - Person number of householder		
prelrs	B7 - Relationship to householder		
		<i>Value</i>	<i>Label</i>
		-2	Missing
		-1	Not asked
		1	Spouse/partner
		2	Brother/Sister
		3	Son/Daughter
		4	Mother/Father
		5	Grandparent
		6	Grandchild
		7	Other relative
		8	Not related

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	prelrspi		Relationship to household questionnaire respondent (With imputed values)	
	peggroup		B9 - Ethnic group	

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			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
			1	English/Welsh/Scottish/Northern Irish
			2	Irish
			3	Any other White background
			4	White and Black Caribbean
			5	White and Black African
			6	White and Asian
			7	Any other Mixed or multiple ethnic background
			8	Indian
			9	Pakistani
			10	Bangladeshi
			11	Chinese
			12	Any other Asian background
			13	African
			14	Any other Black, Black British or Caribbean background
			15	Gypsy or Irish Traveller
			16	Refused
pegroupo		B9 - Ethnic group - Other (specified)		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed B9)
pfrtram		Dem3(a) - Frequency of use - Tram		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
			1	5 or more days a week
			2	3 or 4 days a week
			3	2 days a week
			4	1 day a week
			5	At least once a fortnight
			6	At least once a month
			7	At least once a year
			8	Not used in last 12 months
			9	Never used
pfrbus		Dem3(a) - Frequency of use - Buses		
			<i>Same as pfrtram</i>	
pfrdlr		Dem3(a) - Frequency of use - Dockland Light Railway (DLR)		
			<i>Same as pfrtram</i>	
pfrug		Dem3(a) - Frequency of use - Underground		
			<i>Same as pfrtram</i>	
pfrovg		Dem3(a) - Frequency of use - London Overground		
			<i>Same as pfrtram</i>	
pfrnr		Dem3(a) - Frequency of use - National Rail		
			<i>Same as pfrtram</i>	
pfrcard		Dem3(a) - Frequency of use - Car driver		
			<i>Same as pfrtram</i>	
pfrcarp		Dem3(a) - Frequency of use - Car passenger		
			<i>Same as pfrtram</i>	
pfrmc		Dem3(a) - Frequency of use - Motorcycles		
			<i>Same as pfrtram</i>	
pfrltaxi		Dem3(a) - Frequency of use - London Taxi/Black cabs		
			<i>Same as pfrtram</i>	
pfrtaxio		Dem3(a) - Frequency of use - Minicabs/ private hire		
			<i>Same as pfrtram</i>	
pfrwalk		Dem3(a) - Frequency of use - Walk all the way		

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			Same as <i>pfrtram</i>
pfrcycle1		Dem3(a) - Frequency of use - Cycling	

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			Same as <i>pftrtram</i>
pftrfl	Dem3(a) - Frequency of use - TfL rail		Same as <i>pftrtram</i>
pfrescooter	Dem3(a) - Frequency of use - Escooter		Same as <i>pftrtram</i>
pfrriver	Dem3(a) - Frequency of use - River boat (Thames Clipper/Uber river boat)		Same as <i>pftrtram</i>
pcftrtram	Dem3(b) i - Change in frequency of use - Tram		Value Label
			-2 Missing
			-1 Not asked
			1 Increased a lot
			2 Increased a little
			3 No change
			4 Reduced a little
			5 Reduced a lot
pcfrbus	Dem3(b) i - Change in frequency of use - Bus		Same as <i>pcftrtram</i>
pcfrdlr	Dem3(b) i - Change in frequency of use - DLR		Same as <i>pcftrtram</i>
pcfrug	Dem3(b) i - Change in frequency of use - Underground		Same as <i>pcftrtram</i>
pcfrovg	Dem3(b) i - Change in frequency of use - London Overground		Same as <i>pcftrtram</i>
pcfrnr	Dem3(b) i - Change in frequency of use - National Rail		Same as <i>pcftrtram</i>
pcfrcard	Dem3(b) i - Change in frequency of use - Car driver		Same as <i>pcftrtram</i>
pcfrcarp	Dem3(b) i - Change in frequency of use - Car passenger		Same as <i>pcftrtram</i>
pcfrmc	Dem3(b) i - Change in frequency of use - Motorcycle		Same as <i>pcftrtram</i>
pcfrltaxi	Dem3(b) i - Change in frequency of use - London Taxi/Black cabs		Same as <i>pcftrtram</i>
pcfrtaxio	Dem3(b) i - Change in frequency of use - Minicabs/ private hire car		Same as <i>pcftrtram</i>
pcfrwalk	Dem3(b) i - Change in frequency of use - Walking		Same as <i>pcftrtram</i>
pcftfl	Dem3(b) i - Change in frequency of use - TfL rail		Same as <i>pcftrtram</i>
pcescooter	Dem3(b) i - Change in frequency of use - Escooter		Same as <i>pcftrtram</i>
pcriver	Dem3(b) i - Change in frequency of use - River boat		Same as <i>pcftrtram</i>
pcfovall	Dem3(b) ii - Change in frequency of use - Overall		Same as <i>pcftrtram</i>
			Value Label
			-2 Missing
			-1 Not asked
			1 Increased a lot
			2 Increased a little

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				3	No change
				4	Reduced a little
				5	Reduced a lot

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pchcjow	Dem3(c) -Change in circumstances - Changed jobs or workplace
	Yes/no (see notes)
pchcsw	Dem3(c) -Change in circumstances - Stopped working
	Yes/no (see notes)
pchcmwl	Dem3(c) -Change in circumstances - Moved house within the London area (inside the M25)
	Yes/no (see notes)
pchcmtil	Dem3(c) -Change in circumstances - Moved to London area (from outside M25)
	Yes/no (see notes)
pchcscu	Dem3(c) -Change in circumstances - I started, stopped or changed school, college or university
	Yes/no (see notes)
pchccscu	Dem3(c) -Change in circumstances - My child started, stopped or changed school, college or university
	Yes/no (see notes)
pchchfc	Dem3(c) -Change in circumstances - Changes in my household or family circumstances
	Yes/no (see notes)
pchcveh	Dem3(c) -Change in circumstances - Changes in the number of vehicles owned or usually available to my household
	Yes/no (see notes)
pchcdrl	Dem3(c) -Change in circumstances - Acquired a driving licence (for the first time after ban/disqualification)
	Yes/no (see notes)
pchcnnon	Dem3(c) -Change in circumstances - None of these
	Yes/no (see notes)
pafmjow	Dem3(d) - Affected Travel/Mean of transport - Changed jobs or workplace
	Yes/no (see notes)
pafmsw	Dem3(d) - Affected Travel/Mean of transport - Stopped working
	Yes/no (see notes)
pafmmwl	Dem3(d) - Affected Travel/Mean of transport - Moved house within the London Area (inside the M25)
	Yes/no (see notes)
pafmmtl	Dem3(d) - Affected Travel/Mean of transport - Moved to London area (from outside M25)
	Yes/no (see notes)
pafmscu	Dem3(d) - Affected Travel/Mean of transport - I started, stopped or changed school, college or university
	Yes/no (see notes)
pafmcscu	Dem3(d) - Affected Travel/Mean of transport - My child started, stopped or changed school, college or university
	Yes/no (see notes)
pafmhfc	Dem3(d) - Affected Travel/Mean of transport - Changes in my household or family circumstances
	Yes/no (see notes)
pafmveh	Dem3(d) - Affected Travel/Mean of transport - Changes in the number of vehicles owned or usually available to my household
	Yes/no (see notes)
pafmdrl	Dem3(d) - Affected Travel/Mean of transport - Acquiring a driving licence (for the first time or after ban/disqualification)
	Yes/no (see notes)
pafmnon	Dem3(d) - Affected Travel/Mean of transport - None of these
	Yes/no (see notes)
pltpmd	Dis1 - Long term health problem / disability that limits daily activity
	Yes/no (see notes)
pltdis	Dis2 - Long term health problem / disability
	Yes/no (see notes)
pltpmdm	Dis3a - Mobility Impairment
	Yes/no (see notes)

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	pltpmdv		Dis3a - Visual Impairment	
				<i>Yes/no (see notes)</i>

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	pltpmdh	Dis3a - Hearing Impairment		
			Yes/no (see notes)	
	pltpmdl	Dis3a - Learning Disability		
			Yes/no (see notes)	
	pltpmdmh	Dis3a - Mental Health Condition		
			Yes/no (see notes)	
	pltpmdsi	Dis3a - Serious Long Term Illness		
			Yes/no (see notes)	
	pltpmdot	Dis3a - Other		
			Yes/no (see notes)	
	pltpmdo	Dis3a - Other (specified)		
		Value	Label	
		-2	Answer missing	
		-1	Not asked (routed Dis3)	
	pdistravel	Dis3b - Disability that affects travel the most		
		Value	Label	
		-2	Answer missing	
		-1	Not asked (routed Dis2)	
		1	A Mobility Impairment	
		3	C Visual Impairment	
		4	D Hearing Impairment	
		5	E Learning Disability	
		6	F Mental Health Condition	
		7	G Serious Long Term Illness	
		8	H Other – Please Specify	
	pdistravelo	Dis3b - Other (specified)		
		Value	Label	
		-2	Answer missing	
		-1	Not asked (routed Dis3)	
	pwheel	Dis4 - Uses a wheelchair		
			Yes/no (see notes)	
	pmobilityscoot	Dis4b - Uses a mobility scooter		
			Yes/no (see notes)	
	pdistype	Disability type		
	pdifffbus	Dis5 - Difficulties using Buses		
		Value	Label	
		-2	Missing	
		-1	Not asked	
		1	Impossible without help	
		2	Difficult (but not impossible)	
		3	Not difficult to use	
		4	Don't know/ never use	
	pdiffcoach	Dis5 - Difficulties using Coaches		
			Same as <i>pdifffbus</i>	
	pdiffug	Dis5 - Difficulties using Underground		
			Same as <i>pdifffbus</i>	
	pdiffdlr	Dis5 - Difficulties using DLR		
			Same as <i>pdifffbus</i>	
	pdifftram	Dis5 - Difficulties using Tram		
			Same as <i>pdifffbus</i>	
	pdiffnr	Dis5 - Difficulties using National Rail		
			Same as <i>pdifffbus</i>	

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	pdifftaxi		Dis5 - Difficulties using London Black Cabs	
			<i>Same as pdiffbus</i>	

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pdiffcarp	Dis5 - Difficulties using Cars as a Passenger
	<i>Same as pdiffbus</i>
pdiffwalk	Dis5 - Difficulties Walking
	<i>Same as pdiffbus</i>
pdiffcyc	Dis5 - Difficulties Cycling
	<i>Same as pdiffbus</i>
pdifftflrail	Dis5 - Difficulties TfL Rail
	<i>Same as pdiffbus</i>
pdiffminicab	Dis5 - Difficulties minicab
	<i>Same as pdiffbus</i>
pdiffescooter	Dis5 - Difficulties escooter
	<i>Same as pdiffbus</i>
pdiffriver	Dis5 - Difficulties river boat
	<i>Same as pdiffbus</i>
pugeasystair	LU – stairs_steps_ramps_lifts
	-2 <i>Missing</i>
	-1 <i>Not asked</i>
	1 Impossible without help
	2 Difficult (but not impossible)
	3 Not difficult to use
	4 Don't know/never use
pugeasystep	LU – stairs_steps_ramps_lifts
	<i>same as pueasystair</i>
pugeasystairf	LU – stairs_steps_ramps_lifts
	<i>same as pueasystair</i>
pugeasystepf	LU – stairs_steps_ramps_lifts
	<i>same as pueasystair</i>
pnreaststair	Nat Rail – stairs_steps_ramps_lifts
	-2 <i>Missing</i>
	-1 <i>Not asked</i>
	1 Impossible without help
	2 Difficult (but not impossible)
	3 Not difficult to use
	4 Don't know/never use
pnreaststep	Nat Rail – stairs_steps_ramps_lifts
	<i>same as pnreaststair</i>
pnreaststairf	Nat Rail – stairs_steps_ramps_lifts
	<i>same as pnreaststair</i>
pnreaststepf	Nat Rail – stairs_steps_ramps_lifts
	<i>same as pnreaststair</i>
pcmuser	Number of cars/vans/lorries individual is main user of
pmcmuser	Number of motorcycles individual is main user of
pwsaboro	London borough of place of work or education
pwscciox	LATS CIOX area of place of work or education
pwsccioxb	LATS CIOX area of place of work or education split by Greater London
pwsfarezn	Fare zone of place of work or education

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	pwscz		Location of place of work or education inside Congestion charging zone		

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pwswez	Location of place of work or education inside Western Extension Zone
pwsese	Easting grid reference of place of work or education
	<i>Value</i> <i>Label</i>
	-2 Answer missing
	-1 Not asked
pwsesn	Northing grid reference of place work or education
	<i>Value</i> <i>Label</i>
	-2 Answer missing
	-1 Not asked
pwspeout	Postcode (OUT) of place of work or education
	<i>Value</i> <i>Label</i>
	-2 Answer missing
	-1 Not asked
pwspein	Postcode (IN) of place of work or education
	<i>Value</i> <i>Label</i>
	-2 Answer missing
	-1 Not asked
pwsbzoz	LATS sub-zone of place of work or education
	<i>Value</i> <i>Label</i>
	-2 Answer missing
	-1 Not asked
pwssect	LATS Sector of place of work or education
plenn	Distance of place of work or education from home (kilometres, km)
plen100m	Distance of place of work or education from home (km, mod 0.1km)
plen	Distance of place of work or education from home (banded, km)

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phid	Household ID
ppid	Person ID
pdlcar	A1 - Holds full car driving licence <i>Yes/no (see notes)</i>
pdlmc	A1 - Holds a full motorcycle licence <i>Yes/no (see notes)</i>
ppdlcar	A1 - Holds provisional car driving licence <i>Yes/no (see notes)</i>
ppdlmc	A1 - Holds a provisional motorcycle licence <i>Yes/no (see notes)</i>
pdlpsv	A1 - Holds a PSV driving licence <i>Yes/no (see notes)</i>
pdlhgv	A1 - Holds a HGV driving licence <i>Yes/no (see notes)</i>
pdlnone	A1 - Holds no licences <i>Yes/no (see notes)</i>
pltd	Are you likely to learn to drive? <i>Value Label</i> 1 Within the next year 2 Within the next 5 years 3 Within the next 10 years 4 Never 5 Don't know -1 Not asked
pcarclub	A1b - Member of a Car Club <i>Yes/no (see notes)</i>
pmtaxic	A2a - Member of the Taxicard scheme <i>Yes/no (see notes)</i>
pmdial	A2a - Member of the Dial-a-Ride scheme <i>Yes/no (see notes)</i>
ptaxic	A2b - Frequency of use - Taxicard <i>Value Label</i> -2 Missing -1 Not asked (routed A2) 1 2 days a week or more 2 1 day a week 3 at least once a fortnight 4 at least once a month 5 at least 4 times a year / once a quarter 6 at least once a year 7 not used in last 12 months 8 never used
pride	A2b - Frequency of use - Dial-a-ride <i>Same as for ptaxic</i>
peurdsh	Have you ever used ridesharing or would you consider using ridesharing for a trip or part of a <i>Yes/no (see notes)</i>
ppoap	A3a - Older Person's Freedom pass <i>Yes/no (see notes)</i>
ppdis	A3a - Disabled Person's Freedom pass <i>Yes/no (see notes)</i>
ppncon	A3a - National Concessionary Bus Pass

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					Yes/no (see notes)

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ppstaff	A3a - Staff or police pass warrant card
	Yes/no (see notes)
ppnofre	A3a - Do not hold any passes for free travel
	Yes/no (see notes)
pfrbus	A3b - Holds a free bus travel pass
	Yes/no (see notes)
pftura	A3b - Holds a free tube/rail travel pass
	Yes/no (see notes)
predbus	A3b - Holds a reduced rate bus travel pass
	Yes/no (see notes)
predtura	A3b - Holds a reduced rate Tube/rail travel pass
	Yes/no (see notes)
pnopass	A3b - Do not hold any passes for reduced travel
	Yes/no (see notes)
ppoyster	A4 - Possesses an Oyster Card
	Yes/no (see notes)
ppopmbus	A6 - Possesses a Bus pass on Oyster/paper/magnet ticket
	Yes/no (see notes)
ppopmtc	A6 - Possesses a Travelcard on Oyster/paper/magnet ticket
	Yes/no (see notes)
ppopmsss	A6 - Possesses a Station to Station on Oyster/ paper/ magnet ticket
	Yes/no (see notes)
ppopmnone	A6 - Possesses no oyster/paper/magnetic tickets
	Yes/no (see notes)
ppkncp	A12 - Parking season ticket NCP
	Yes/no (see notes)
ppkboro	A12 - Parking season ticket Borough resident
	Yes/no (see notes)
ppkblue	A12 - Parking season ticket blue badge/white badge
	Yes/no (see notes)
ppkoth	A12 - Parking season ticket other
	Yes/no (see notes)
ppknone	A12 - Parking season ticket none held
	Yes/no (see notes)
pncpcost	A14 - Cost of season ticket (pence) NCP
	Value Label
	-2 Missing
	-1 Not asked (routed A12)
	-3 Unknown (tick)
pborodcost	A14 - Cost of season ticket (pence) Borough resident
	Value Label
	-2 Missing
	-1 Not asked (routed A12)
	-3 Unknown (tick)
pbluecost	A14 - Cost of season ticket (penced) blue badge/white badge
	Value Label
	-2 Missing
	-1 Not asked (routed A12)
	-3 Unknown (tick)
pothcost	A14 - Cost of season ticket (pence) other
	Value Label

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				-2	Missing
				-1	Not asked (routed A12)
				-3	Unknown (tick)
	pwkstat			B1 - Working status	
				<i>Value</i>	<i>Label</i>

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				-2 Missing
				-1 Not asked (Routed age below 16)
				1 Full-time paid employment (30+ hours a week)
				2 Part-time paid employment (less than 30+ hours a week)
				3 Full-time self-employment (30+ hours a week)
				4 Part-time self-employment (less than 30+ hours a week)
				5 Student/school pupil
				6 Waiting to take up a job
				7 Unemployed and looking for work
				8 Unable to work because of long-term illness or disability
				9 Retired
				10 Regular unpaid Voluntary Work
				11 Looking after home or family
				12 Other
	pwkstat0		B1 - Other working status	
			<i>Value</i>	<i>Label</i>
				-2 Missing
				-1 Not asked (routed B1)
	pemplos		BA1 - Employee or self-employed	
			<i>Value</i>	<i>Label</i>
				-2 Missing
				-1 Not asked (routed B1)
				1 Employee
				2 Self-employed with employees
				3 Self-employed / freelance without employees
	poccupa		BA4 - Main occupation	
			<i>Value</i>	<i>Label</i>
				-2 Missing
				-1 Not asked (Routed B1)
				1 Modern professional occupations
				2 Clerical and intermediate occupations
				3 Senior managers or administrators
				4 Technical and craft occupations
				5 Semi-routine manual and service occupations
				6 Routine manual and service occupations
				7 Middle or junior managers
				8 Traditional professional occupations
	pindustry		BA4a - Which sector/industry do you work in?	
			<i>Value</i>	<i>Label</i>
				-2 Missing
				-1 Not asked (Routed B1)
				1 Agriculture, forestry and fishing
				2 Mining, energy and water supply
				3 Manufacturing
				4 Construction
				5 Wholesale, retail and repair of motor vehicles
				6 Transport and storage
				7 Accommodation and food services
				8 Information and communication
				9 Financial and insurance
				10 Real estate
				11 Professional, scientific and technical activities
				12 Administrative and support services
				13 Public admin and defence, social security
				14 Education
				15 Human health and social work
				16 Other services
				17 Don't know
	pewdrv		BA5 - Occupation of job where driving or travelling around is an integral part of the job	
			<i>Value</i>	<i>Label</i>
				-2 Missing
				-1 Not asked (routed B1)
				1 Public transport vehicle driver
				2 Taxi/minicab driver
				3 Goods vehicle driver
				4 Drive and emergency or patrol vehicle

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				5	Car, motor-cycle courier
				7	Home deliver (post, milk, etc.)
				8	Home service worker (plumber, electrician, etc.)
				9	Other occupation where driving/travelling around is an integral part of the job
				10	Respondent does not work in any of the above
	pewdrvo			BA5 - Other occupation of job where driving or travelling around is an integral part of the job (
				<i>Value</i>	<i>Label</i>

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				-2 Missing
				-1 Not asked (routed B1)
	pewu		BA6 - Pattern of usual travel to work	
			<i>Value</i> <i>Label</i>	
				-2 Missing
				-1 Not asked (routed B1)
				1 I travel to the same place of work nearly every day
				2 I usually travel from home to different work places
				3 I usually work at home
				4 I do a mix of home working and travelling to work (and when I travel it is to the same workplace)
				5 I do a mix of home working and travelling to work (and when I travel it is to different workplaces)
	psttaddr		BB1a - Address is usual term time home address	
				<i>Yes/no (see notes)</i>
	ptermt		BB1b - Term-time	
				<i>Yes/no (see notes)</i>
	phomesh		BB2 - Home schooled	
				<i>Yes/no (see notes)</i>
	pstfreq		BB3 - Term time travel frequency to school / college / university	
			<i>Value</i> <i>Label</i>	
				-2 Missing
				-1 Not asked (routed B1 or BB8b)
				1 5 or more days a week
				2 3-4 days a week
				3 1-2 days a week
				4 Less than once a week
	pwscard		BA9a BB4a - Mode of travel to work / study - Car driver	
				<i>Yes/no (see notes)</i>
	pwssvd		BA9a BB4a - Mode of travel to work / study - Small van or minibus (driver)	
				<i>Yes/no (see notes)</i>
	pwsmcrr		BA9a BB4a - Mode of travel to work / study - Motorcycle rider	
				<i>Yes/no (see notes)</i>
	pwsccyc		BA9a BB4a - Mode of travel to work / study - Pedal cycle	
				<i>Yes/no (see notes)</i>
	pwsccarp		BA9a BB4a - Mode of travel to work / study - Car passenger	
				<i>Yes/no (see notes)</i>
	pwssvp		BA9a BB4a - Mode of travel to work / study - Small van or minibus passenger	
				<i>Yes/no (see notes)</i>
	pwsccp		BA9a BB4a - Mode of travel to work / study - Motorcycle passenger	
				<i>Yes/no (see notes)</i>
	pwsbus		BA9a BB4a - Mode of travel to work / study - Bus	
				<i>Yes/no (see notes)</i>
	pwsug		BA9a BB4a - Mode of travel to work / study - Underground	
				<i>Yes/no (see notes)</i>
	pwsovg		BA9a BB4a - Mode of travel to work / study - London Overground	
				<i>Yes/no (see notes)</i>
	pwsnr		BA9a BB4a - Mode of travel to work / study - National rail	
				<i>Yes/no (see notes)</i>
	pwsdlr		BA9a BB4a - Mode of travel to work / study - DLR	
				<i>Yes/no (see notes)</i>

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

pwstram		BA9a BB4a - Mode of travel to work / study - Tram
		<i>Yes/no (see notes)</i>
pwstaxi		BA9a BB4a - Mode of travel to work / study - London Taxi/black cab
		<i>Yes/no (see notes)</i>
pwwalk		BA9a BB4a - Mode of travel to work / study - Walk
		<i>Yes/no (see notes)</i>
pwsminicab		BA9a BB4a - Mode of travel to work / study - Minicab/private hire vehicle
		<i>Yes/no (see notes)</i>

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

	pwestrail			BA9a BB4a - Mode of travel to work / study - TfL rail/Elizabeth line/Cross Rail	
				Yes/no (see notes)	
	pwsescooter			BA9a BB4a - Mode of travel to work / study - scooter	
				Yes/no (see notes)	
	pwsriver			BA9a BB4a - Mode of travel to work / study - River boat (Thames Clipper/Uber river boat)	
				Yes/no (see notes)	
	pwsomode			BA9a BB4a - Mode of travel to work / study - Other	
				Yes/no (see notes)	
	pwsmodeo			BA9a BB4a - Mode of travel to work / study - Other (specified)	
				Value Label	
				-2 Missing	
				-1 Not asked (routed B1 or BA8 or BB8b)	
	pwsmmode			BA9b BB4b - Main mode of transport to work / study	
				Value Label	
				-2 Missing	
				-1 Not asked (routed B1 or BA8 or BB8b)	
				1 Car (driver)	
				2 Small van/minibus (driver)	
				3 Motor cycle (rider)	
				4 Pedal Bike	
				5 Car (passenger)	
				6 Small van/minibus (passenger)	
				7 Motor cycle (passenger)	
				8 Bus	
				9 Underground	
				10 Network Rail	
				11 DLR	
				12 Tram	
				13 Taxi	
				14 Walk	
				15 Other	
				16 London Overground	
				17 Minicab/private hire vehicle	
				18 TfL rail/Elizabeth line/Cross Rail	
				19 Scooter	
				20 River boat (Thames Clipper/Uber river boat)	
	pwspknr			BA10 BB5 - Do you ...	
				Value Label	
				-2 Missing	
				-1 Not asked (routed B1 or BA8 or BA12 or BB8b or BB12)	
				1 ... park your car / van / motor cycle at or near work / study location	
				2 ... leave your pedal bike at or near your work / study location	
				3 ... neither of these	
	pwspkv			BA11a BB6a - Where car / van / motor cycle is parked	
				Value Label	
				-2 Missing	
				-1 Not asked (routed B1 or BA8 or BA12 or BA13 or BB8b or BB12 or BB13)	
				1 Car park/allocated space at site	
				2 Other parking arrangements provided with job	
				3 Public car park (e.g. Pay&Display/NCP) - Paid	
				4 Public car park (e.g. Pay&Display/NCP) - Free	
				5 On street - Paid	
				6 On street - Free	
				7 Other	
	pwspkvo			BA11a BB6a - Other location of where motor vehicle is parked whilst at work / study	
				Value Label	
				-2 Missing	
				-1 Not asked (routed B1 or BA8 or BA12 or BA13 or BB8b or BB12 or BB13)	

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

	pwspkc		BA11b BB6b - Location of where pedal cycle is parked whilst at work / study	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed B1 or BA8 or BA12 or BA13 or BB8b or BB12 or BB13)
			1	Cycle rack/shed at site
			2	Other designated area for bicycles at site
			3	On pavement/street
			4	Other
	pwspkco		BA11b BB6b - Other location of where pedal cycle is parked whilst at work / study	
			<i>Value</i>	<i>Label</i>

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

			-2	Missing
			-1	Not asked (routed B1 or BA8 or BA12 or BA13 or BB8b or BB12 or BB13)
pempyear		BA12 - How long worked at work address (years)		
		Value	Label	
			-2	Missing
			-1	Not asked (routed B1 or BA8)
pempmonth		BA12 - How long worked at work address (months)		
		Value	Label	
			-2	Missing
			-1	Not asked (routed B1 or BA8)
pwkyear		BA12a - How long you worked for your current employer?		
		Value	Label	
			-2	Missing
			-1	Not asked (routed B1 or BA8)
pawfh		In your current job are you able to work from home?		
		Value	Label	
			1	Yes, and actively encouraged
			2	Yes, available but not encouraged
			3	No - not offered
			4	No - not possible due to tyoe of work e.g. nurse, work in shop
			-1	Not asked
pofwk		BA15(a) - How many days work in a typical week		
		Value	Label	
			-2	Missing
			-1	Not asked
			0	0 days
			1	1 days
			2	2 days
			3	3 days
			4	4 days
			5	5 days
			6	6 days
			7	7 days
poftrwk		BA15(b) - How many days do you travel to your usual workplace?		
		same as pofwk		
pdowrkp		BA15b_i - How many days do you travel to another location to work?		
		same as pofwk		
poftrwkhm		BA15(c) - How often work at home instead of travelling to another workplace		
		Value	Label	
			-2	Missing
			-1	Not asked
			9	5 or more days per week
			10	3-4 days per week
			11	2 days per week
			12	1 day per week
			13	At least once a fortnight
			14	At least once a month
			15	At least once a year
			16	Not in the last 12 months
			17	Never
		same as pofwk		
pwrkhomesd		BA15c_i - Do you always work at home on the same day(s)?		
		Yes/no (see notes)		
pwhdmon		BA15c_ii - Which day(s) are they?		
		Yes/no (see notes)		
pwhdtue		BA15c_ii - Which day(s) are they?		
		Yes/no (see notes)		
pwhdwed		BA15c_ii - Which day(s) are they?		

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

			Yes/no (see notes)
pwhdthu		BA15c_ii - Which day(s) are they?	
		Yes/no (see notes)	
pwhdfri		BA15c_ii - Which day(s) are they?	
		Yes/no (see notes)	
pwhdsat		BA15c_ii - Which day(s) are they?	
		Yes/no (see notes)	

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

pwhdsun	BA15c_ii - Which day(s) are they?		
	Yes/no (see notes)		
pwhdref	BA15c_ii - Which day(s) are they?		
	Yes/no (see notes)		
pemplexpect	BA15c_iii - How many days does your employer expect you to attend your place of work in pe		
	Value Label		
	-2 Missing		
	-1 Not asked		
	1		1
	2		2
	3		3
	4		4
	5 5+		
	6 Number of days is flexible		
pworkpref	BA15c_iv - And would you prefer to travel to your place of work more or less often than your		
	Value Label		
	-2 Missing		
	-1 Not asked		
	1 More often		
	2 About the same		
	3 Less often		
pofwk12	BA16a - 12 months ago how often worked from home		
	Value Label		
	-2 Missing		
	-1 Not asked		
	0 0 days		
	1 1 days		
	2 2 days		
	3 3 days		
	4 4 days		
	5 5 days		
	6 6 days		
	7 7 days		
poftrwk12	BA16b - 12 months ago how many days travelled to your usual workplace		
	Same as pofwk12		
poftrwkdiff12	BA16b_i - 12 months ago How many days did you travel to another location to work?		
	Same as pofwk12		
poftrwkhm12	BA16c - 12 months ago how many days worked from home		
	Same as pofwk12		
pdel	J1 - Aside from your normal post deliveries, in the last week how many deliveries did you rec		
	Value Label		
	-2 Missing		
	1 1-2		
	2 3-5		
	3 5-10		
	4 10+		
	5 None		
pdeltak	J2 - deliveries in category - Take away meals		
	Value Label		
	-2 Missing		
	-1 Not asked		
	1 2 days per week or more		
	2 1 day a week		
	3 At least once a fortnight		
	4 At least once a month		
	5 At least 4 times per year/once a quarter		
	6 At least once a year		
	7 Not in the last 12 months		
	8 Never		

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

	pdelgro		J2 - deliveries in category - Groceries	
			Sam e as pdel k	
	pdelcio		J2 - deliveries in category - Clothing/shoes	
			<i>Same as pdeltak</i>	
	pdhhhditap		J2 - deliveries in category - Household items	

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

			Sam e as pdelta k	
pdelhealth		J2 - deliveries in category - Toiletries/health/makeup		
		Same as pdeltak		
pdelbooks		J2 - deliveries in category -Books or electrical items		
		Same as pdelta k		
pdeltick		J2 - deliveries in category - Tickets for travel/events		
		Same as pdeltak		
pdeloth		J2 - deliveries in category - Other		
		Sam e as pdelta k		
psechm		D1 - Has another residence besides the sample address		
		Value Label		
		-2 Missing		
		-1 Not asked		
		1 This is only home		
		2 Has another residence in the UK		
		3 I have another residence overseas (excludes holiday homes)		
ptimead		D2 - Time spent at second home		
		Value Label		
		-2 Missing		
		-1 Not asked		
		1 I mainly stay here during the week		
		2 I mainly stay here at weekends		
		3 I mainly stay here weekdays and weekends		
pborn		E1 - Where respondent was born		
		Value Label		
		-2 Missing		
		-1 Not asked		
		1 London		
		2 Elsewhere in the UK		
		3 Outside the UK (Other)		
		4 Refused		
pborno		E1 - Where respondent was born - Other (specified)		
		Value Label		
		-2 Missing		
		-1 Not asked		
pukyear		E2 - Year most recently arrive in the UK to live		
		Value Label		
		-2 Missing		
plonyear		E3 - Year most recently arrive in London to live		
		Value Label		
		-2 Missing		
pout		F1 - Left house at all on travel day		
		Value Label		
		-2 Missing		
		-1 Not asked		
		1 Yes		
		2 No		
		3 Absent		
prntuw		F2 - Reason person did not make any trips on travel day - Unwell/ housebound		
		Yes/no (see notes)		

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

prnthj				F2 - Reason person did not make any trips on travel day - Household Jobs
				<i>Yes/no (see notes)</i>
prntlh				F2 - Reason person did not make any trips on travel day - Leisure at home
				<i>Yes/no (see notes)</i>
prntwfh				F2 - Reason person did not make any trips on travel day - Working at home
				<i>Yes/no (see notes)</i>
prntwc				F2 - Reason person did not make any trips on travel day - Weather conditions

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

				Yes/no (see notes)
prntstdy			F2 - Reason person did not make any trips on travel day - Study at home	
			Yes/no (see notes)	
prntcare			F2 - Reason person did not make any trips on travel day - Caring/babysitting	
			Yes/no (see notes)	
prntatcw			F2 - Reason person did not make any trips on travel day - All travel in the course of work	
			Yes/no (see notes)	
prntoth			F2 - Reason person did not make any trips on travel day - Other	
			Yes/no (see notes)	
prnto			F2 - Reason person did not make any trips on travel day - Other (specified)	
			Value Label	
			-2 Missing	
			-1 Not asked (routed F1)	
pnotrips			Number of trips made	
			Value Label	
			-2 Missing	
			-1 Not asked	
ptmore			G2 - Travelled more or less than usual	
			Value Label	
			-2 Missing	
			-1 Not asked (routed F1 or F2)	
			1 More	
			2 Less	
			3 Same	
pnowktrp			G1 - Reason why person didn't make a work related trip	
			Value Label	
			-2 Missing	
			-1 Not asked (routed B1 or F1 or F2 or T4)	
			1 Do not work on that day	
			2 Not well	
			3 Working from home	
			4 Not used	
			5 Not used	
			6 Other	
			7 On annual leave	
			8 On maternity / paternity leave	
pnowktro			G1 - Reason why person didn't make a work related trip (other specified)	
			Value Label	
			-2 Missing	
			-1 Not asked (routed B1 or F1 or F2 or T4)	
pphysactspt			On [your allocated travel day] how many minutes of physical activity which was enough to raise	
			Value Label	
			1 More than 10 minutes	
			2 Less than 10 minutes	
			3 Refused	
			-1 Not asked	
			-2 Missing	
pphysactsptmin			On [your allocated travel day] how many minutes of physical activity which was enough to raise	
			Value Label	
			-2 Missing	
			-1 Not asked	
poyscd			H1a - Willing to give Oystercard number	
			Value Label	
			-2 Missing	
			-1 Not asked	

LTDS 2013/14 DATA SET: PERSON_DATA DATABASE

				1	Yes
				2	Not available/applicable
				3	Refused
	poyscd1			H1a - Oystercard Number 1	
				<i>Value</i>	<i>Label</i>

LTDS 2013/14 DATA SET: PERSON_CYCLE DATABASE

phid		Household ID		
ppid		Person ID		
pcycritw		Cyc1. - Ridden a bicycle at any time in the last 12 months		
		Yes/no (see notes)		
pcychab1		Cyc6(a). - Cycling behaviour - Leisure cycling/exercise		
		Value	Label	
		-2	Answer missing	
		-1	Not asked	
		7	Leisure cycling/exercise (ie where going for a ride is the main activity)	
pcychab2		Cyc6(a). - Cycling behaviour - Work/education		
		Value	Label	
		-2	Answer missing	
		-1	Not asked	
		6	Work/education (or to escort to work/education)	
pcychab3		Cyc6(a). - Cycling behaviour - other		
		Value	Label	
		-2	Answer missing	
		-1	Not asked	
		8	Other	
pcychabo		Cyc6(a). - Cycling behaviour - other text		
		Value	Label	
		-2	Answer missing	
		-1	Not asked (routed Cyc6(a))	
hcvn		Cyc6(b). - Length of being a regular cyclist		
		Value	Label	
		-2	Answer missing	
		-1	Not asked	
		1	Less than a year	
		2	A year or more but less than 5 years	
		3	5 years or more	
pcycfr		Cyc7. - Change in cycling frequency		
		Value	Label	
		-2	Answer missing	
		-1	Not asked	
		1	Increased a lot	
		2	Increased a little	
		3	No change	
		4	Reduced a little	
		5	Reduced a lot	
pcycowh		Cyc9(a). - Cycles owned and available for use in household		
		Value	Label	
		-2	Answer missing	
		-1	Not asked	

LTDS 2013/14 DATA SET: TRIP DATABASE

thid	Household ID		
tpid	Person ID		
ttid	Trip ID		
tidp	Trip ID - previous trip		
		Value	Label
		-1	Not asked
tidn	Trip ID - next trip		
		Value	Label
		-1	Not asked
tyearid	Survey year ID		
		Value	Label
		22	2022/2023
tpidno	Person number		
tseqno	Trip number		
tstagesn	Number of stages in trip		
thaboro	Local authority of home address		
		Local authority (see notes)	
thiwt	Interim expansion factor for the whole week sample - Household		
tpiwt	Interim expansion factor for the whole week sample - Person		
thiwtwkd	Interim expansion factor for the weekday sample - Household		
tpiwtwkd	Interim expansion factor for the weekday sample - Person		
thiwtttwkd	Interim expansion factor for the term time weekday sample - Household		
tpiwtttwkd	Interim expansion factor for the term time weekday sample - Person		
tt1fhm	v - First trip of day is from home		
		Yes/no (see notes)	
tt1opurp	vi - Origin purpose of first trip of day when not from home		
		Value	Label
		-2	Missing
		-1	Not asked
		1	Home
		2	Work - Usual workplace
		3	Work - Delivery/loading
		4	Work - Other
		5	Entertainment/recreation
		6	Shopping - Food
		7	Personal business / use services
		8	Education (as a pupil)
		9	Hotel / holiday home
		10	Drop off/pick up someone to/from work
		11	Drop off/pick up someone to/from school
		12	Drop off/pick up someone to/from health visit
		13	Worship or religious observance
		14	Other
		15	Health or medical visit
		16	Drop off/pick up someone to/from other place
		17	Participate in Sport

LTDS 2013/14 DATA SET: TRIP DATABASE

			18	Leisure trip - enjoyment
			19	Visit friends/relatives at home

LTDS 2013/14 DATA SET: TRIP DATABASE

			20	Other Social
			21	Shopping - Other
twalkatw		T7a - Walked all the way		
				<i>Yes/no (see notes)</i>
tcycatw		T7b - Cycled all the way		
				<i>Yes/no (see notes)</i>
tdbmmode		Distance based main mode		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed T7b)
			1	Walk (/roller-blades / scooters)
			2	Pedal cycle
			3	Car Driver
			4	Car passenger
			5	Motorcycle rider
			6	Motorcycle passenger
			9	Van (small) driver
			10	Van (small) passenger
			11	Van/lorry (other) driver
			12	Van/lorry (other) passenger
			13	Bus (public)
			14	Bus (school/work)
			15	Dial-a-ride
			16	Coach
			17	Underground
			18	DLR train
			19	National Rail train
			20	Tramlink
			21	Taxi - London black cab
			22	Taxi - other/minicab
			23	Plane/boat/other
			24	London Overground
			25	TfL rail/Elizabeth line/Cross Rail
			26	Escooter
			27	River boat (Thames Clipper/Uber river boat)
thmmode		Hierarchical main mode		
				<i>Same as tdbmmode</i>
tppw		Main mode of trip by public/ private/ walk modes		
tcmode		Combination of modes used in trip		
tsdaddr		T1 - Summary of destination address		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
			1	Home
			2	School / College
			3	Work
			4	Address
			5	Station
toland		Land use of trip origin		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
			1	Residential
			2	Office
			3	Factory/warehouse

LTDS 2013/14 DATA SET: TRIP DATABASE

				4 School/College
				5 Shops

LTDS 2013/14 DATA SET: TRIP DATABASE

			6 Public Buildings
			7 Open space
			9 Place of worship
			10 Other
			11 Hospital
			12 GP/Dentist/Other health service
tdland		T3 - Land use of trip destination	
			<i>Same as toland</i>
tdlando		T3 - Land use of trip destination - other (specified)	
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked (routed T3)
topurp		Origin purpose of trip	
			<i>Same as tt1opurp</i>
topurpi		Origin purpose of trip (with imputed values)	
tdpurp		T4 - Destination purpose of trip	
			<i>Same as tt1opurp</i>
tdpurpo		T4 - Destination purpose of trip - other (specified)	
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked (routed T4)
tjpurpi		Journey purpose of trip (with imputed values)	
tstime		T5a - Trip start time	
tshour		T5a - Trip start time (hour)	
tsmin		T5a - Trip start time (minute)	
tetime		T5b - Trip end time	
tehour		T5b - Trip end time (hour)	
temin		T5b - Trip end time (minute)	
totimea		Time period of departure	
tdummy		T5c - Dummy Trip	
			<i>Yes/no (see notes)</i>
tunder5		T6a - Number of children under 5	
			-2 Missing
			-1 Not asked
thover5		T6b - Number of other household members 5+	
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
tnhover5		T6c - Number of other non-household members 5+	
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
tshop		T6d - Summary shopping trip	
			<i>Yes/no (see notes)</i>

LTDS 2013/14 DATA SET: TRIP DATABASE

				-1	Not asked (routed T4)

LTDS 2013/14 DATA SET: TRIP DATABASE

twork	T6d - Summary working trip
	<i>Yes/no (see notes)</i>
	-1 Not asked (routed T4)
tbulk	T6e - Carrying or transporting anything bulky or heavy during this journey
	<i>Value Label</i>
	-2 Missing
	-1 Not asked
	1 No
	2 Pushchair / buggy / pram
	3 Suitcase or rucksack
	4 Briefcase, computer
	5 Shopping
	6 Sports bag, sports kit etc
	7 Tools or heavy work equipment
	8 Other
tbulko	T6e - Carrying or transporting anything bulky or heavy during this journey -
	<i>Value Label</i>
	-2 Missing
	-1 Not asked
tabtstwalk	Q061 - short term walking aid
	<i>Yes/no (see notes)</i>
	-1 Not asked
tabtill	Q061 - illness
	<i>Yes/no (see notes)</i>
	-1 Not asked
tabtpreg	Q061 - pregnancy
	<i>Yes/no (see notes)</i>
	-1 Not asked
tabtyoung	Q061 - young children
	<i>Yes/no (see notes)</i>
	-1 Not asked
tabtoth	Q061 - other
	<i>Yes/no (see notes)</i>
	-1 Not asked
tabtnone	Q061 - none of these
	<i>Yes/no (see notes)</i>
	-1 Not asked
tabtotho	Q061 - other (open, fill in text)
	<i>Text</i>
tpassn	T13a - Number of people in vehicle
	<i>Value Label</i>
	-2 Missing
	-1 Not asked (routed T8)
tpktype	T13b - Type of Parking
	<i>Value Label</i>
	-2 Missing
	-1 Not asked (routed T8)
	5 Did not park
	6 On-street - Other
	7 On-street - Resident scheme
	8 On-street - Metered

LTDS 2013/14 DATA SET: TRIP DATABASE

				9	Off-street - Station car park
				10	Off-street – Shop car park

LTDS 2013/14 DATA SET: TRIP DATABASE

			11 Off-street – Private residential
			12 Off-street – Private non-residential
			13 Off-street – Public Other
tbcychre	T14a - Used Santander Cycles Hire		
		<i>Value</i>	<i>Label</i>
			1 Santander Cycles Hire
			2 Privately owned
			3 other
			-1 Not asked
tcycshw	T14b - Used Barclays Cycle Superhighway		
			Yes/no (see notes)
tostanlc	Station NLC code of trip origin		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
toose	Easting grid reference of trip origin		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
toosn	Northing grid reference of trip origin		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
tosbzon	LATS Sub-zone of trip origin		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
topcout	Postcode (OUT) of trip origin		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
topcin	Postcode (IN) of trip origin		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked
tociox	LATS CIOX area of trip origin		
tocioxb	LATS CIOX area of trip origin split by Greater London		
tosect	LATS Sector of trip origin		
toaboro	London Borough of trip origin		
tofarezn	Fare zone of trip origin		
toccz	Location of trip origin inside Congestion Charging zone		
towez	Location of trip origin inside Western Extension Zone		
tdstanlc	Station NLC code of trip destination		
		<i>Value</i>	<i>Label</i>
			-2 Missing
			-1 Not asked

LTDS 2013/14 DATA SET: TRIP DATABASE

	tdose		Easting grid reference of trip destination	

LTDS 2013/14 DATA SET: TRIP DATABASE

			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
tdosn		Northing grid reference of trip destination		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
tdsbzon		LATS Sub-zone of trip destination		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
tdpcout		Postcode (OUT) of trip destination		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
tdpcin		Postcode (IN) of trip destination		
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
tdciox		LATS CIOX area of trip destination		
tdcioxb		LATS CIOX area of trip destination split by Greater London		
tdsect		LATS Sector of trip destination		
tdaboro		London Borough of trip destination		
tdfarezn		Fare zone of trip destination		
tdccz		Location of trip destination inside Congestion Charging zone		
tdwez		Location of trip destination inside Western Extension Zone		
todcioxba1		Combinations of origin and destination CIOX areas split by Greater London		
todcioxba2		Combinations of origin and destination CIOX areas split by Greater London		
tdurn		Duration of trip (mins)		
tdur5		Duration of trip (5 minute bands)		
tdur		Duration of trip (banded, minutes)		
tlenn		Distance of trip (km)		
tlenn100m		Distance of trip (km, mod 0.1km)		
tlenn		Distance of trip (banded, km)		
tslenn		Distance of trip based on distance of trip-stages (m)		
tslen100		Distance of trip based on distance of trip-stages (km, mod 0.1km)		
tslen		Distance of trip based on distance of trip-stages (banded, km)		
tspeedn		Speed of trip (kmh)		
tspeed5		Speed of trip (kmh, mod 5Kmh)		

LTDS 2013/14 DATA SET: STAGE DATABASE

shid	Household ID		
spid	Person ID		
stid	Trip ID		
ssid	Stage ID		
sidp	Stage ID - previous trip-stage		
	-1	Not asked	
sidn	Stage ID - next trip-stage		
	-1	Not asked	
syearid	Survey year ID		
	Value	Label	
	22	2022/2023	
spidno	Person number		
stseqno	Trip number		
sseqno	Interchange number		
shaboro	Local authority of home address		
		Local authority (see notes)	
shiw	Interim expansion factor for the whole week sample - Household		
spiw	Interim expansion factor for the whole week sample - Person		
shiwtkd	Interim expansion factor for the weekday sample - Household		
spiwtkd	Interim expansion factor for the weekday sample - Person		
shiwtttkd	Interim expansion factor for the term time weekday sample - Household		
spiwtttkd	Interim expansion factor for the term time weekday sample - Person		
spiwtlul	Interim expansion factor for the whole week sample - Person (Underground)		
smode	T8 - Mode of transport		
	Value	Label	
	-2	Missing	
	-1	Not asked (routed T7a or T7b)	
	1	Walk (/roller-blades / scooters)	
	2	Pedal cycle	
	3	Car Driver	
	4	Car passenger	
	5	Motorcycle rider	
	6	Motorcycle passenger	
	9	Van (small) driver	
	10	Van (small) passenger	
	11	Van/lorry (other) driver	
	12	Van/lorry (other) passenger	
	13	Bus (public)	
	14	Bus (school/work)	
	15	Dial-a-ride	
	16	Coach	
	17	Underground	
	18	DLR train	
	19	National Rail train	
	20	Tramlink	
	21	Taxi - London black cab	
	22	Taxi - other/minicab	
	23	Plane/boat/Emirates Air Line/other	
	24	London Overground	
	25	TfL rail/Elizabeth line/Cross Rail	
	26	Escooter	
	27	River boat (Thames Clipper/Uber river boat)	

LTDS 2013/14 DATA SET: STAGE DATABASE

samode		Mode of transport used in previous stage within trip		
				<i>Same as smode</i>
semode		Mode of transport used in next stage within trip		
				<i>Same as smode</i>
svehno		T8a - Vehicle number used		
			<i>Value</i>	<i>Label</i>

LTDS 2013/14 DATA SET: STAGE DATABASE

			-2	Missing
			-1	Not asked (routed T7a or T7b)
			98	Car Club
			99	Not specified
swalkdur			T9a - Duration of walk stage (minutes)	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed T7a or T7b)
sbusno			T9b - Bus route number	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed T7a or T7b)
sbchs			T9c - Barclays Cycle Hire	
				Yes/no (see notes)
saddrtyp			T10 - Address type	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed T7a or T7b)
			1	p
			2	n
			3	address
			4	description
			5	station
			6	arrived
sinttype			T11 - Interchange type	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed T7a or T7b)
			1	Car park / where car is parked
			2	Bus stop
			3	Underground station
			4	NR station
			5	DLR station
			6	Tram stop
			7	Taxi pick up / drop off
			8	Airport
			9	Sea port
			10	Other
			11	Arrived at destination
			12	Overground
			13	Cycle Docking Station
			14	Emirates Air Line Terminal
			15	TfL rail station
sticket			T12 - Ticket type	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked (routed T7a or T7b or T8)
			20	Cash
			21	PAYG (including contactless/Oyster)
			22	Travelcard or station to station season ticket
			23	Bus/tram pass
			24	Freedom pass
			25	Other free pass including children's bus or staff/nominee pass
			26	Other
sostnlc			Station NLC code of stage origin	
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked
soose			Easting grid reference of trip-stage origin	
soosn			Northing grid reference of trip-stage origin	

LTDS 2013/14 DATA SET: STAGE DATABASE

sosbzon				LATS Sub-zone of trip-stage origin
sopcout				Postcode (OUT) of trip-stage origin
			<i>Value</i>	<i>Label</i>
			-2	Missing
			-1	Not asked

LTDS 2013/14 DATA SET: STAGE DATABASE

sopcin	Postcode (IN) of trip-stage origin
	<i>Value</i> <i>Label</i>
	-2 Missing
	-1 Not asked
sociox	LATS CIOX area of trip-stage origin
socioxb	LATS CIOX area of trip-stage origin split by Greater London
sosect	LATS Sector of trip-stage origin
soaboro	London borough of trip-stage origin
sofarezn	Fare zone of trip-stage origin
soccz	Location of trip-stage origin inside Congestion Charging zone
sowez	Location of trip-stage origin inside Western Extension Zone
sdstnlc	Station NLC code of stage destination
	<i>Value</i> <i>Label</i>
	-2 Missing
	-1 Not asked
sdose	Easting grid reference of trip-stage destination
sdosn	Northing grid reference of trip-stage destination
sdsbzon	LATS Sub-zone of trip-stage destination
sdpcout	Postcode (OUT) of trip-stage destination
	<i>Value</i> <i>Label</i>
	-2 Missing
	-1 Not asked
sdpcin	Postcode (IN) of trip-stage destination
	<i>Value</i> <i>Label</i>
	-2 Missing
	-1 Not asked
sdciox	LATS CIOX area of trip-stage destination
sdcioxb	LATS CIOX area of trip-stage destination split by Greater London
sdsect	LATS Sector of trip-stage destination
sdaboro	London borough of trip-stage destination
sdfarezn	Fare zone of trip-stage destination
sdccz	Location of trip-stage destination inside Congestion Charging zone
sdwez	Location of trip-stage destination inside Western Extension Zone
sodcioxba1	Combinations of origin and destination CIOX areas split by Greater London
sodcioxba2	Combinations of origin and destination CIOX areas split by Greater London - Directional
slenn	Distance of trip-stage (kilometres (km))
slen100m	Distance of trip-stage (km, mod 0.1km)
slen	Distance of trip-stage (banded, km)
sdurn	Duration of trip-stage (minutes (mins))
sdur5	Duration of trip-stage (mins, mod 5 mins)
sdur	Duration of trip-stage (banded, mins)

LTDS 2013/14 DATA SET: STAGE DATABASE

	sspeedn		Speed of trip-stage (kilometres per hour (km/h))	
	sspeed5		Speed of trip-stage (km/h, mod 5km/h)	
	stagetype		Type of stage	



Summary findings of the survey are published in the form of statistical reports.

Will my answers be treated as confidential?

Yes. The responses you provide, but not your name, will be passed to TfL for the purposes of statistical analysis and transport planning only. Your address will be known only to the LTDS team within TfL and not used for any other purpose.

Authorised users within TfL and the London boroughs are able to use the data. Academics or transport professionals can request access to the LTDS data for the purposes of transport planning and research and TfL will grant permission only where appropriate and the data shared will not include names or addresses.

omplete the survey, we hope that you will take part and help us improve travel for everyone who lives, works and travels in London.

If you and the other members of your household (apart from any children who are less than 5 years old) complete the survey you will each receive a £5 voucher as a thank you gift. If you prefer you may opt for your £5 to be donated to charity. For further information, please visit www.tfl.gov.uk/london-travel-demand-survey or scan the QR code below from a smartphone or tablet.





What is LTDS?

The London Travel Demand Survey (LTDS) is an annual survey commissioned by Transport for London (TfL). It provides information on the full range of travel in London today and covers walking and cycling as well as journeys made by public transport, cars, vans and motorbikes.

LTDS is the latest in a long line of similar surveys going back as far as 1962. It is now carried out every year with around 8,000 randomly selected London households.

Each household taking part is asked questions about:

- trips they make in London
- their use of cars and other types of private transport
- their travel by public transport
- walking and cycling
- and factors affecting their travel, for example whether they have any disabilities or health problems affecting their mobility.

Who is responsible for the survey?

The survey is commissioned by Transport for London (TfL), the public body responsible for all transport services in London.



TfL manages the Capital's red route strategic roads and most of London's public transport services, including London Underground, London Buses, the DLR, London Overground, Elizabeth line and London Trams. It also runs London River Services, the IFS Cloud Cable Car, Victoria Coach Station and London Dial-a-Ride. In addition, TfL regulates the city's taxis and private hire trade and promotes a range of walking and cycling initiatives, including the Santander Cycles hire scheme.



What is the survey used for?

Detailed and up-to-date information about how people travel and where they are travelling to and from is vital to help TfL improve the service it provides.

The survey helps TfL to plan improvements to roads and public transport, to reduce overcrowding and congestion, improve road safety and enhance the environment.



The survey results are used by transport planners to forecast future demand for transport services, to plan services, to make provision for people walking and cycling and to inform future developments.

The survey also helps to develop transport policies that meet the travel needs of all Londoners, including elderly people, those with disabilities and those on low incomes.

HR Policy

P034 A1

TfL Safeguarding Policy

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MAYOR OF LONDON

Transport for London

TfL CONFIDENTIAL

1 Purpose

The purpose of this HR policy is to set out TfL's commitment to safeguarding and how it will be achieved in line with our Vision and Values. It should be read in conjunction with the [TfL Safeguarding procedure](#).

2 Scope

This HR policy applies to everyone working at TfL and its subsidiary companies, including employees, volunteers and contractors (including, sub-contractors, suppliers, agency workers and other individuals carrying out work on behalf of TfL).

This policy relates to employee related safeguarding issues, not customer facing safeguarding issues, which are dealt with by the specific business areas that have local policies and measures in place.

3 Statement

TfL fully recognises the need to safeguard children and adults at risk of harm. Failure to do so could result in harm to those most vulnerable in society and reputational damage to TfL.

We will take all reasonable measures to ensure that the risks of harm to children and adults using our services, in our workplaces and having contact with our organisation are minimised. We will take appropriate actions to address concerns about their safety and security. We will achieve this through clear policies, procedures and by working in partnership with other agencies.

We believe that all children and adults at risk of harm have the right to be protected from harm and abuse, and their welfare is paramount.

We will ensure that:

- We act in the best interest of a child or an adult at risk of harm.
- All our employees / volunteers / contractors understand their responsibility to report concerns.
- All reports will be taken seriously and responded to in an appropriate manner
- Support is provided to the employee reporting the incident where required. This could include wellbeing support or putting a risk assessment in place if that was considered necessary.

TfL has committed to report and record all suspected employee related safeguarding issues to the relevant authorities who will take the appropriate action. We have set up the necessary core team to advise/support line managers with the reporting and recording of such incidents and employees who have raised/reported a concern.

TfL's statement on Safeguarding can be found on [Platform](#).

In addition to the Safeguarding policy and procedure, TfL also has a [Domestic Abuse policy](#) and [guidance](#) in place.

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3.1 Defining safeguarding

For us, safeguarding means protecting children and adults at risk whilst working in our business or travelling on our network.

The [Care Quality Commission](#) defines safeguarding: as protecting people's health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect.

Safeguarding applies to:

- a) Children - all children are at risk because of their age. A child is defined in law as any person under the age of 18 (Children Act 2004).
- b) Adults - by adults at risk of harm, we mean an adult with care and support needs, who is unable to protect themselves because of those needs. The Care Act (2014) defines an adult at risk in law as any person who is aged 18 or over and at risk of abuse or neglect because of their needs for care and support. Adults at risk include but are not limited to those who are elderly and frail, have learning difficulties and have mental health problems.

Safeguarding specifically refers to children and adults at risk of harm due to their care and support needs, directly or indirectly.

3.2 Duties

Other circumstances that do not involve a child and or an adult at risk of harm but may make someone vulnerable (for example, being a victim of unwanted sexual behaviour or sexual assault, someone who has experienced domestic abuse, someone who is intoxicated and alone) are not considered safeguarding risks in this context. Our employees / volunteers / contractors will always act to protect people from harm, recognising that some groups may be more at risk for different reasons.

The Children Act 2004 and Supporting Vulnerable Groups Act 2006 places a statutory duty on key bodies to have regard to the need to safeguard and promote the welfare of children and adults at risk of harm. TfL is not named as a key body under these Acts but in delivering its function, it comes into contact with and offers services to children and adults at risk of harm. Some teams or departments may carry out activities where there is a statutory safeguarding duty, in which case local policies, procedures and guidance (including vetting or Disclosure and Barring service (DBS) checks as appropriate) must be followed.

We recognise we have an important role to play in protecting children and adults at risk from harm when they are using our services, are in our workplaces and having contact with our organisation.

3.3 Our responsibilities

It is everyone's responsibility to be aware of children and adults at risk and to report any concerns we have about their welfare or safety. It is not the role of TfL employees / volunteers / contractors and anyone working at TfL in whatever capacity to decide if a child or adult has a welfare or safety issue or has been abused.

For guidance on reporting a concern please refer to the [TfL Safeguarding procedure](#).

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Everybody working for TfL, in whatever capacity is subject to the [TfL Code of Conduct](#) and is expected to adhere to its principles.

3.3.1 Training

All TfL employees / volunteers / contractors are advised to complete the Safeguarding Awareness eLearning module. Some individuals who work with young people and/or adults at risk of harm may require additional training.

Safeguarding Representatives (SR), Lead Designated Safeguarding Officers (LDSO) and Designated Safeguarding Officers (DSO) will also require the appropriate level of training.

3.3.2 Governance

Each Chief Officer will have clear, agreed procedures regarding safeguarding for their areas of responsibility with named individuals. They will carry out an assessment of safeguarding risks and identify mitigations, reviewed on a regular basis. They will ensure that local guidance is available to their teams, taking into account the nature of their services and the likely safeguarding risks to be encountered.

Ownership of safeguarding will be through a named Safeguarding Representative in each Chief Officer area, responsible for ensuring local procedures and guidance are in place.

The Director of Diversity, Inclusion & Talent will lead on employee safeguarding for TfL. Along with the Director of Compliance, Policing, Operations and Security, who is lead on customer safeguarding, will be responsible for ensuring each Chief Officer is tasked with reviewing local safeguarding risks and implementing mitigations and nominating a Safeguarding Representative.

The Director of Diversity, Inclusion & Talent and Director of Compliance, Policing, Operations and Security will co-chair a regular TfL safeguarding forum with the Safeguarding Representatives from across the organisation, ensuring a consistently high-quality response from across the business, conducting incident reviews to oversee improvements, learning from incidences and producing an annual safeguarding report for the TfL Board.

3.4 Local Procedures and Guidance

We carry out a wide range of services, including some which may have a statutory safeguarding duty for certain tasks e.g., Dial-a-Ride, when a driver is transporting an adult at risk or in the LT Museum, when an employee is teaching children. Business

areas must seek advice and guidance if they are unsure about whether their activities are regulated or have statutory duties.

3.4.1 School Visits

- Risk assessments are carried out for school visits to sites as per local procedures and requirements.
- Teachers must accompany students on visits and are responsible for the students.

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3.4.2 Work Experience and Apprentices Under 18

Anyone hosting work experience students at TfL must follow the [Work Placement instructions and guidance](#) and undertake a risk assessment. In addition, the [Safeguarding School College Age group Line Managers Guidance](#) must be followed. If hosting for the Steps in to work programme additional guidance will be provided by the Skills and Employment Employability team (stepsintowork@tfl.gov.uk).

3.4.3 Enhanced Disclosure and Barring Service (EDBS)

Some TfL employees who work with or may come into contact with young people and adults at risk of harm, may require higher levels of checks and vetting to ensure they are suitable for that role. In these cases, employees will require an EDBS check which must be renewed every three years.

Where temporary/contracted workers are taken on in roles where EDBS checks are required, TfL/the relevant contractor will conduct the checks prior to the temporary worker commencing in the role.

For those involved in work experience programme or apprenticeships, please refer to our [Employability and Schools Outreach Guidance and Training](#).

3.4.4 Volunteering

Volunteering takes place through recognised organisations and complies with the school's safeguarding requirements and policies. You can find out more about Employability outreach volunteering opportunities [here](#).

3.4.5 Local Business Areas Procedures

This list is live and will be updated as business areas develop their guidance.

- Dial-a-Ride - Safeguarding children and adults at risk (available locally)
- London Transport Museum - [LTM Safeguarding](#)
- LU Skills Development Unit – LU Apprentices Safeguarding (under development).

4 Responsibilities

Term	Definition
------	------------

Employee Safeguarding Lead	The Employee Safeguarding Lead, along with the Customer Safeguarding Lead, will be responsible for ensuring each Chief Officer is tasked with reviewing local safeguarding risks and implementing mitigations for their areas and nominating a Directorate Safeguarding Representative. They will co-chair a regular TfL Safeguarding forum with the Directorate Safeguarding Representatives from across the organisation, ensuring a consistently high-quality response from across the business, conducting incident review to oversee improvements, learning from incidences and producing an annual Safeguarding report for the Board.
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SR	The Safeguarding Representative is responsible for ensuring local procedures and guidance are in place for their areas and giving updates at the TfL Safeguarding forum.
HR LDSO	The Human Resources Lead Designated Safeguarding Officer is responsible for supporting the ER DSO in determining whether the issue raised is a safeguarding concern and the steps to be taken. There are also LDSO roles in parts of TfL where there is a statutory responsibility for safeguarding or a requirement for higher standards of safeguarding to be in place.
ER DSO	The Employee Relations Designated Safeguarding Officer is responsible for determining whether the issue raised is a safeguarding concern and the correct steps are taken. There are also DSO roles in parts of TfL where there is a statutory responsibility for safeguarding or a requirement for higher standards of safeguarding to be in place.

5 Person accountable for this document

Name	Job title
Martin Boots	Head of Employee Relations

6 References

Document no.	Title or URL
	Children Act 2004
	Supporting Vulnerable Groups Act 2006
PR0710	TfL Safeguarding procedure
Platform	Safeguarding
P035	Domestic Abuse policy
G1708	Domestic Abuse Guidance for Line Managers
P078	TfL Code of Conduct
Platform	Work Placement
G2116	Safeguarding School College Age group Line Managers Guidance
R0721	Employability and Schools Outreach Guidance and Training

7 Document History

Issue no.	Date	Changes	Author
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A1	May 2022	New policy as per CR-15985.	Rob Woolf
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Order Schedule 24 (TfL Security Policy)

TfL Management System

P011 A1 TfL Security Policy – July 2021

Good security is a fundamental underpinning of a safe, reliable and successful transport system. TfL provides one of the safest transport systems in the world and its operations are of critical importance to the UK. Good security means protecting our customers, colleagues, assets, services and operations from criminals and hostile actions that cause harm. Threats to TfL's safe, secure and reliable operation span from petty acts of theft or pickpocketing to trespass and vandalism of our assets, to violence against our customers and colleagues to serious and organised crime and matters of national security such as terrorism, espionage, sabotage, extortion, corruption, forgery, cyber-crime, industrial scale theft and fraud. Everyone working at TfL is responsible for security and can contribute to reducing our vulnerability to attack.

Scope

This policy sets out the expectation on all staff to support good security at Transport for London. It also explains how you will be supported to improve security at TfL and how security is governed. This policy applies to everyone at TfL, and should inform our relationship with our operators, suppliers and contractors. It is underpinned by detailed procedures and standards which can be found on the TfL Management System.

Security Governance

Security is governed at TfL by the Executive Security Group (ESG). The ESG conducts regular reviews of changes in threats and the risks to TfL of a major security incident. The ESG determines our organisational risk appetite for proportionate decision-making, guides investment in security improvements and oversees progress against our security programmes and compliance with regulations, policies and guidance. The ESG leads the efforts to build a strong security culture across TfL, through commissioning training, raising awareness, briefings, exercising, learning and celebrating examples of good security behaviours.

What we can all do

We all have a role to play in security. Our people will:

- Improve their awareness, understanding and gain competence through completing security training, participating in briefings and acting on security communications

- Report any unusual behaviour or concerns to the Police, their line manager or one of our specialist Security Teams [click here for details](#)
- Understand and adhere to the security requirements of their role
- Display their staff identity pass when in head office buildings and challenge anyone not displaying an official identity badge
- Follow the rules on the classification and management of TfL's information
- Adhere to password standards and protect our systems
- Work in accordance with TfL's published security standards, within the TfL Management System.

Our managers will:

- Own the security risk(s) for their team and area of responsibility
- Promote compliance with relevant legislation
- Seek advice from specialist Security Teams to reduce vulnerability to crime in their area of business
- Make and record proportionate decisions to mitigate security risks
- Adopt secure recruitment practices in line with TfL policy
- Ensure their people have access to and participate in relevant security training
- Participate in security improvement programmes
- Report any concerns to the Police or one of our specialist Security Teams [click here for details.](#)

Together we can reduce the risk to our services, our people and our organisation from the continuous and evolving security threats.

Andy Byford
Commissioner

Gareth Powell
Managing Director Surface Transport

Andy Lord
Managing Director London Underground
& TfL Engineering

Vernon Everitt
Managing Director Customer, Communications
& Technology

Tricia Wright
Chief People Officer

Simon Kilonback
Chief Finance Officer

Graeme Craig
Director of Commercial Development

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TfL RESTRICTED



Order Schedule 25 (TfL SHE Policy)



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This Policy expires 31 May 2024.

Our commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services or assets they will remain harm free. Our vision is “Everyone home safe and healthy every day”. We are committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our customers and users
- the security of our customers and employees is assured
- our employees, agency staff and contractors go home safe and healthy every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions
- we are inclusive and accessible to all customers and users, including those with disabilities.

How we go about this

We have put in place safety, health and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use. If you do not know where to find them ask your line manager or your Safety, Health and Environment (SHE) Business Partner.

We assess risks and introduce SHE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation.

There is regular review of Safety, Health and Environment statistics to identify positive and adverse trends and their root causes, so necessary action can be taken. We also assure ourselves that our suppliers maintain a good Safety, Health and Environment record.

Each year we develop detailed SHE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.









When working for TfL or one of its companies you will receive the necessary training and equipment to ensure that you can undertake your job safely, ensure the safety of customers and protection of the environment.

As an employee, your physical and mental health and wellbeing is also important, and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your workplace.

We want to maintain a fair culture and employees, or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings or more regularly where needed.

What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

 <p>Andy Lord Commissioner</p>	 <p>Lilli Matson Chief Safety Health & Environment Officer</p>	 <p>Glynn Barton Chief Operating Officer</p>	 <p>Stuart Harvey Chief Capital Officer</p>
 <p>Alex Williams Chief Customer and Strategy Officer</p>	 <p>Fiona Brunskill Chief People Officer</p>	 <p>Andrea Clarke General Counsel</p>	 <p>Rachel McLean Chief Finance Officer</p>

SCHEDULES AND CORE TERMS: CCS Core Terms (DPS version) v1.0.3



Crown
Commercial
Service

Core Terms - DPS

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.

2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
- (b) create new Order Schedules;
- (c) exclude optional template Order Schedules; and/or
- (d) use Special Terms in the Order Form to add or change terms.

2.5 Each Order Contract:

- (a) is a separate Contract from the DPS Contract;
- (b) is between a Supplier and a Buyer;
- (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and (d) survives the termination of the DPS Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.

- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.
- 2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

4. All deliverables

- 3.1.1 The Supplier must provide Deliverables:
- (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
 - (b) to a professional standard;
 - (c) using reasonable skill and care; (d) using Good Industry Practice;
 - (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (f) on the dates agreed; and (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

5. Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

6. Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

7. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

8. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

9. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied; (c) details of any issues; and (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

10. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

11. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.

- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

12. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

13. Ending the contract or any subcontract

14. Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

15. Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

16. Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

17. When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;

- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

18. When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

19. What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or

20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

20. Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

21. When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

22. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Levy or Default Management Levy.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and

(b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

23. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

24. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

25. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

26. What you must keep confidential

- 15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

27. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

28. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

29. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

30. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

31. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

32. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

33. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

34. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

35. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

36. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

37. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

38. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses

27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

39. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

40. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

41. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

42. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

43. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

44. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

45. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the

Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the

Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

46. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Joint Schedule 5 (Corporate Social Responsibility)

What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

SCHEDULES AND CORE TERMS: Order Schedule 4 (Order Tender) Not Used

ORDER SPECIAL TERMS

Special Term 1: London Living Wage

1. London Living Wage

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Subcontractor”	a sub-contractor (of any tier) of the Service Provider.

1.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

1.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

1.2.9 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

1.2.9.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

1.2.9.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

1.2.10 ensure that none of:

1.2.10.1 its employees; nor

1.2.10.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

1.2.11 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

1.2.11.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

1.2.11.2 reasonable evidence that Clause 13 has been implemented;

1.2.12 disseminate on behalf of the Authority to:

1.2.12.1 its employees; and

1.2.12.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

1.2.13 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

1.2.13.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

1.2.13.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

1.3 For the avoidance of doubt the Service Provider shall:

1.3.1 implement the annual increase in the rate of the London Living Wage; and

1.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

- 1.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.
- 1.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

Special Term 2: Equality, Diversity and Inclusion

2. A29 Equality, Diversity and Inclusion

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Agreed SMART Action Plan" means the SMART action plan agreed or determined in accordance with the provisions of Clause A29.4

"Good Work Standard" means the Mayor of London's accreditation to demonstrate fair and inclusive employment practices found at <https://www.london.gov.uk/programmes-strategies/business-and-economy/supporting-business/good-work-standard-gws/how-achieve-good-work-standard>

"Minimum Records" means all information relating to the Service Provider's performance of and compliance with Clause A29, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider.

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

Mayor's Good Work Standard

A29.3 Within sixty (60) days of the [Contract Commencement Date] the Service Provider shall:

- (a) undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

and

- (b) submit the results of the self-assessment to the Authority together with a SMART Action Plan outlining the activities the Service Provider proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

A29.4 The Service Provider will take into account any comments or recommendations made by the Authority in respect of the Service Provider's proposed SMART Action Plan and the parties will agree (or failing such agreement the Authority will determine) the final content of the SMART Action Plan within ninety (90) days of the [Contract Commencement Date].

Monitoring and Reporting

For the purposes of this clause, "disabled", "diversity" and "SMEs" have the meanings set out in Appendix 1 to this Clause A29.

A29.5 (Not used).

A29.6 Progress and approval (where due) of actions will be monitored via annual (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority.

EDI Audit

A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.

A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.

A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.

A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

A29.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

A29.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

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

Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.

Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:</p> <table border="1" data-bbox="488 1559 1171 1951"> <thead> <tr> <th data-bbox="488 1559 718 1626">Ethnic group</th><th data-bbox="718 1559 1171 1626">Racial Origin</th></tr> </thead> <tbody> <tr> <td data-bbox="488 1626 718 1760" rowspan="2">White British</td><td data-bbox="718 1626 1171 1682">Irish</td></tr> <tr> <td data-bbox="718 1682 1171 1760">Any other White background</td></tr> <tr> <td data-bbox="488 1760 718 1951" rowspan="3">Mixed</td><td data-bbox="718 1760 1171 1816">White & Black Caribbean</td></tr> <tr> <td data-bbox="718 1816 1171 1872">White & Black African</td></tr> <tr> <td data-bbox="718 1872 1171 1951">White & Asian</td></tr> </tbody> </table>	Ethnic group	Racial Origin	White British	Irish	Any other White background	Mixed	White & Black Caribbean	White & Black African	White & Asian
Ethnic group	Racial Origin									
White British	Irish									
	Any other White background									
Mixed	White & Black Caribbean									
	White & Black African									
	White & Asian									

	Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

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

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

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

5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's

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

Special Term 3: Cyber Security

Cyber Security Management Schedule
B2B
Version 1.0

DPS Schedule 6 (Order Form Template and Order Schedules)

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Document Information

Document name:	Cyber Security Management Schedule – B2B
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1. Scope & Purpose

1.1. This Schedule sets out:

- 1.1.1. the principles of protective security to be applied by the Supplier in the performance of this Schedule.
- 1.1.2. the Partner Organisation's wider security obligations relating to this Schedule.
- 1.1.3. the Partner Organisation's obligations in the event of a Security Incident.
- 1.1.4. the Partner Organisation's requirements to test and audit its Services to ensure compliance with the security requirements set out in this Schedule.

2. Security Standards

2.1. Where the Supplier is connecting to, processing or storing TfL's Systems or Data on a regular basis, there is a requirement upon the Supplier to:

- 2.1.1. demonstrate that its Internal processes and procedures are equivalent to the security requirements specified within ANNEX-1.

or

- 2.1.2. be Independently certified to ISO/IEC 27001:2013 or latest version, with a scope which covers where TfL Data is to be stored.

or

- 2.1.3. Independently tested to verify that the systems used to access / process TfL's Data meet the requirements of the UK Government promoted Cyber Essentials Plus scheme and/or Network & Information Systems (NIS) Directive 2018.

or

- 2.1.4. have conducted an IT Health Check (ITHC) within the last 12 months.

- 2.2. The Supplier is required to provide evidence of compliance with one of the above requirements before signing this Schedule.

3. Security Principles

- 3.1. The Supplier acknowledges that Security, Data Protection and Confidentiality are of fundamental importance in relation to its performance of this Schedule

and TfL's ability to retain public confidence. The Supplier shall always comply with the security principles set out in this paragraph in the performance of this Schedule.

- 3.2. In recognition of the importance that TfL places on Security, Data Protection and Confidentiality, the Supplier shall ensure that a Director or relevant individual, as agreed by TfL, is made aware of the risks identified and a mitigation plan is put in place. This will ensure that:
 - 3.2.1. appropriate members of the Partner Organisation's Personnel and the Partner Organisation's Management Team take responsibility for managing the different levels of security risk and promoting a Risk Management culture.
 - 3.2.2. a Security Risk Register is produced and maintained throughout the Term and that all Security Risks are documented in an appropriate manner and are included in any contract Risk Register for this Schedule if one is in place. The Security Risk Register must be available for audit when reasonably required by TfL.
 - 3.2.3. the Partner Organisation's Asset Register is produced and maintained throughout the Term and that all Assets are documented in an appropriate manner in the Partner Organisation's Asset Register and shall identify the criticality of the relevant Assets in the delivery of this Schedule. This Register must be available for audit when reasonably required by TfL in the event of a Security Incident occurring.
 - 3.2.4. supporting policies are implemented (where relevant) and communicated with Partner Organisation's Personnel.
- 3.3. The Partner Organisation's shall, and its Sub-contractors shall, at all times ensure that:
 - 3.3.1. security threats to TfL Data, to the Supplier IT Environment, and the Services are identified, minimised and mitigated.
 - 3.3.2. the Services shall fully comply at all times with:
 - 3.3.2.1. the security requirements set out in this Schedule.
 - 3.3.2.1.1. Good Industry Practice.
 - 3.3.2.1.2. Cyber Essential Scheme - [Here](#)

3.3.2.1.3. NIS Directive 2018 – [Here](#)

3.3.2.1.4. IT Health Check - [Here](#)

DPS Schedule 6 (Order Form Template and Order Schedules)

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This Schedule is governed by English law and the courts of England shall have exclusive jurisdiction over any dispute. All dealings, correspondence and contact between us shall be made or conducted in the English language.

This Schedule has been signed for and on behalf of the parties shown below:

Date:			
For and on behalf of (Partner Organization Name)			
Signed by (PRINT NAME)		-Signature:	
Position of authorized signatory: Director of Transport and Regulatory Services			
Signed by (PRINT NAME)		Signature:	
TfL Department name :			

ANNEX-1 Security Requirements

1. Risk Management

1.1. The Supplier shall:

- 1.1.1. implement a Risk Management process for the purpose of identifying, assessing, mitigating, monitoring, and reporting upon cyber security risks.
- 1.1.2. organise and manage a risk management forum where risks identified will be discussed and addressed.
- 1.1.3. conduct threat and risk assessments on any part of the Service that is new or has been materially changed since the last threat and risk assessment was conducted.

2. Engagement and Training

2.1. The Supplier shall:

- 2.1.1. screen all Personnel prior to the Supplier authorizing access to the Service the Supplier managing on TfL's behalf.
- 2.1.2. conduct criminal record checks on all Supplier personnel who have access to any Systems the Supplier operating on behalf of or TfL. The level of checks should be consistent with British Standard 7858 (BS7858-
- 2.1.3. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/417085/BS7858.pdf
- 2.1.4. ensure all Supplier Personnel have been vetted in accordance with HMG Guidance for overseas individuals - <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>
- 2.1.5. make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws.

- 2.1.6. require all Supplier Personnel to proactively disclose criminal offences to the Supplier unless prohibited by applicable law.

- 2.1.7. the Supplier must ensure that all persons employed or retained to perform the Services receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Suppliers obligations under this Agreement.
- 2.1.8. the Supplier must not permit any person the Supplier hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Supplier in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Supplier under this Agreement.

3. Asset Management

3.1. The Supplier shall:

- 3.1.1. maintain an inventory of TFL Information Assets.
- 3.1.2. maintain an inventory of System Assets.
- 3.1.3. use secure methods when disposing of System Assets.
- 3.1.4. maintain records of the disposal of System Assets.
- 3.1.5. through the operation of the Supplier's Change Management process, manage changes to any Asset.
- 3.2. Assets used to access or manage TfL Data and Services must be under the management authority of the Supplier or TfL and have a standard set of security policy configuration deployed and enforced. These assets must be placed into a 'known good' state prior to being provisioned into the environment of the Supplier. Unless otherwise agreed with the TfL in writing, all Supplier assets are expected to meet the set of security requirements set out within ANNEX 1-

4. Architecture and Configuration

- 4.1. The Supplier shall implement and maintain security assets such as industry standard Firewalls that protect the perimeter and internal components of the Service environment.
- 4.2. The Supplier shall follow industry standards for Asset Hardening and Secure Configuration.
- 4.3. The Supplier shall remove or disable unnecessary utilities from operating

systems, configurations and restrict access rights to least privilege.

- 4.4. The Supplier will ensure that any preconfigured passwords delivered with any Service Assets are changed prior to their implementation for use in the Service environment.
- 4.5. Where the Supplier manages User Authentication controls for the Personnel to access the Service, the Supplier must:
 - 4.5.1. enforce minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of twelve characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters.
 - 4.5.2. require regular change of passwords at predetermined intervals, and which limit reuse.
 - 4.5.3. require multi-factor authentication for privileged access.
- 4.6. The Supplier will establish a software development lifecycle for the purpose of defining, acquiring, developing, enhancing, modifying, testing, or implementing information systems.
- 4.7. The Supplier shall ensure that Web-based and Mobile applications used to store, receive, send, control or access TfL Data are monitored, controlled and secure.
- 4.8. The Supplier shall implement and manage a Change Management process to manage changes that occur within the Service environment.

5. Vulnerability Management

- 5.1. The Supplier will implement a Vulnerability Management program, which will include the following elements:
 - 5.1.1. security patches will be applied to Service Assets as soon as possible in line with Vendor recommendations in accordance with the Change Management process.
 - 5.1.2. a process to test rogue wireless access points
 - 5.1.3. Internal and External network vulnerability tests that are carried out at least quarterly. An external, qualified party should be resourced to carry out the external network vulnerability tests.

- 5.1.4. External and Internal penetration tests using the Supplier's penetration testing methodology that is based on industry-accepted penetration testing approaches that cover the all-relevant systems and include application-layer as well as

network-layer tests. All test results are kept on record and any findings are remediated in a timely manner.

- 5.1.4.1. The Supplier will ensure that all penetration tests conducted upon the Services it provides are performed by approximately industry accredited organisations.
- 5.2. The Supplier shall implement an Intrusion Detection System (IDS) and/or an Intrusion Prevention Solution (IPS) technique to detect / prevent and alert on intrusions into the Network.
- 5.3. The Supplier shall maintain industry standard processes for defending against Malware / Trojans / Virus infections. The Supplier shall maintain a program of anti-malware/anti-virus updates to keep provisioned Assets free of infection.

6. Supply Chain Security

- 6.1. The Supplier must maintain an inventory of all Suppliers / Sub-contractors it utilises. This should be in the form of a Supplier matrix with roles and responsibilities defined.
- 6.2. The Supplier must ensure that its Suppliers and subcontractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.
- 6.3. The Supplier must conduct security assessments upon its supply chain to ensure all suppliers of Services to its present a Low or no Risk to the Service it is providing to TfL.

7. Incident Management

- 7.1. The Supplier will implement and maintain an Incident Management Plan which will be used to respond on breaches to the System. The Incident Management plan will include the following:
 - 7.1.1. Definition of roles, responsibilities, and communication and contact strategies in the event of a compromise, including notification of customers,
 - 7.1.2. Specific incident response procedures,
 - 7.1.3. Analysis of Legal requirements for reporting compromises
 - 7.1.4. Coverage of all critical system components,

7.1.5. Regular review and testing of the plan,

- 7.1.6. Incident management Support Personnel that is available to support the Service
- 7.1.7. Training of Supplier Personnel,
- 7.1.8. Inclusion of alerts from all security monitoring systems,
- 7.1.9. Modification and evolution of the plan according to lessons learned and to incorporate industry developments.

8. Logging and Monitoring

- 8.1. The Supplier shall implement and maintain a solution which enables all access to Network resources and Data to be tracked and monitored using a centralized logging mechanism that allows thorough tracking, alerting, and analysis on a regular basis (at least daily) as well as when an abnormal/incident occurs.
- 8.2. The Supplier shall deploy and maintain a File-Integrity Monitoring solution to alert Supplier Personnel via its centralized solution to unauthorized modification of critical system.
- 8.3. The Supplier shall ensure that all systems shall be provided with correct and consistent time and audit trails that are secure and protected, including File-Integrity Monitoring for Data classified as Confidential to prevent changes of existing Log Files and/or generate system alerts.
- 8.4. The Supplier shall ensure that audit trails for critical systems are kept for a period in-line with industry standards.

9. Data Security

- 9.1. The Supplier shall:
 - 9.1.1. implement and maintain a Key Management Solution in-line with industry standards.
 - 9.1.2. implement and maintain encryption of TfL Data while it is at Rest
 - 9.1.3. implement and maintain encryption of TfL Data while it is in Transit.
 - 9.1.4. not provide encryption keys used to secure TfL Data to a third party or the ability

to break such encryption.

- 9.1.5. implement and maintain the logical separation of Tfl Data, even in the case of equipment or technology failure.
- 9.1.6. implement, where supported by available technology, the logical separation of audit records related to Tfl Data and activities, even in the case of equipment or technology failure, segregate tenancy traffic from management network traffic.
- 9.1.7. not use Protected Data for test or development purposes without the written approval of the Tfl.
- 9.1.8. The Supplier shall segment the environment to ensure specific classified types of Data is not accessible to unauthorized individuals.
- 9.1.9. The Supplier shall ensure that all Service Assets have appropriate Tools or Applications installed to protect against malicious software.

10. Identity and Access Management

- 10.1. The Suppliers Personnel, accessing any part of the Suppliers Systems that may contain TFL Data, the Supplier must:
 - 10.1.1. implement access control policies and procedures that address onboarding, off- boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts.
 - 10.1.2. identify and segregate conflicting duties and areas of responsibility, such as separation of duties.
 - 10.1.3. maintain a current and accurate inventory of computer accounts.
 - 10.1.4. review the inventory of computer accounts on a regular basis to identify dormant, fictitious, or unused accounts.
 - 10.1.5. enforce principles of “least privilege” and “need to know”.
 - 10.1.6. review user access rights on a regular basis to identify excessive privileges.
 - 10.1.7. enforce a limit of logon attempts and concurrent sessions.
 - 10.1.8. ensure that all users of the Service are allocated a single unique ID for

accessing the Service environment.

- 10.1.9.ensure any System Administration functionality is strictly controlled and restricted to those Supplier Personnel who need to have access to such functionality and that the ability of Supplier Personnel to change the configuration of the Systems Services is appropriately limited and fully auditable.

10.1.10. ensure that Supplier Personnel are informed of what constitutes acceptable access of Operational or IT technology, Data and Networks and the consequences of non-compliance.

10.2. For Physical Access the Supplier Shall:

10.2.1. implement and maintain a CCTV system to monitor the external building elevations, the main reception area, any other personnel entrance points, the goods delivery point(s), the external fire exit doors from the building and the entry / exit point into the area(s) processing the TfL Data. The System shall maintain a minimum of 30 days recording.

10.2.2. ensure external lighting for the building shall support any external elements of the CCTV system and give sufficient lighting for natural observation. Where this is not possible the CCTV system shall include infra-red lighting.

10.2.3. ensure that physical access to the areas used to process or store TfL Data shall be physically controlled (e.g., Electronic Access control system).

10.2.4. ensure that access to the areas processing or storing TfL Data should be restricted to those people working on the TfL Service or those who have an operational requirement to access the area.

10.2.5. implement an electronic access control system to control and manage access into the building and internal areas used to process and store TfL Data. The System should log all activities, alarms and events and hold data for a minimum of 90 days.

10.2.6. define and document procedures to manage visitor and temporary access into the building and internal areas used to process and manage TfL Data.

11. Compliance

11.1. The Supplier shall have a documented compliance plan and conduct regular reviews (at least annually) to ensure that the security of TfL Information cannot be compromised.

11.2. TfL may require the Supplier to complete an Information Security Questionnaire as part of our Supplier review process, which may be subject to a full physical and logical information security review at all relevant Supplier locations in accordance with the Right to Audit section of the Agreement

- 11.3. Unless otherwise stated, The Supplier must respond to any requests for information or data to be provided to TfL in relation to the Supplier services within 30 days of notice.

12. Business Continuity

- 12.1. The Supplier shall provide a copy of their Business Continuity Policy and a Business Continuity Plan that demonstrates how they will maintain the contracted service level in the event of an emergency. Business Continuity Policy and Planning must align with the best practice detailed in the standard ISO/IEC 22301 Business Continuity Management.
- 12.2. The Supplier's Policy and Plan will be subject to an annual review by the Supplier and the updated documents will be shared with TfL no more than 13 months following the previous submission. TfL, acting reasonably, reserve the right to request further information relating to the Suppliers Business Continuity arrangements, including but not limited to exercise schedules and reports, and the Suppliers will make all efforts to respond promptly to such information requests.

ANNEX-2 DEFINITIONS

“Cyber Essentials Scheme”	is a UK government scheme encouraging organisations to adopt good practice in information security, focussing mainly on technical controls rather than governance, risk, and policy
“Data”	means data created, generated or collected, during the performance of the Services (or any part thereof), including Personal Data and data supplied to TfL and members of the TfL Group in connection with the Services or this Agreement;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
“Asset Register”	means a register of all information assets relating to the services connected to this Schedule.
ISO/UEC 22301	is a proposed standard that specifies security requirements for disaster recovery preparedness and business continuity management systems (BCMS).
ISO/IEC 27001	is an information security standard specification for an information security management system (ISMS), with an emphasis on measuring and evaluating how well an organisation's ISMS is performing.
“Security Incident”	a potential or actual event or attempted breach of security affecting the confidentiality, integrity or availability of the Services, IT Services or Networks which process or hold Data
“Security Policy”	means any TfL security policies as amended by TfL from time to time;
“Security Risk”	meaning all Risks associated with the security of the Services which may have a negative impact upon the agreed security posture, including information security and any risks identified pursuant to the Security Management Schedule.

“Security Risk Register”	means a register of Security Risks produced and maintained as detailed in paragraph Security Principles 3.2.2.
“Service Assets”	means all assets and rights including all physical assets, Software, IPR, as well as spares and components whether in storage, repair or on sites, used by the Service Provider to provide the Services in accordance with this Agreement;
“Service Provider Personnel”	means all employees, agents, consultants and contractors of the Service Provider or of any Sub-Contractor
“Service Provider Premises”	means any land or building where the Service Provider carries out any part of this contract
“Key Management”	the activities involving the handling of cryptographic keys and other related security parameters (e.g. passwords) during the entire life cycle of the keys, including their generation, storage, establishment, entry and output, and destruction.
“Risk Management”	the process of identifying, monitoring and managing potential risks in order to minimize the negative impact they may have on an organization.