



Agreement Reference Number: GLA 80546 Lot 2

Date:

**Framework Agreement
for the Provision of Services**

between

Greater London Authority

and

Servoca PLC

Version: v1.0

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“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority and or any GLA Group member utilising this Agreement;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
“Charges”	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
“Confidential Information”	all information (whether written or oral) that by its nature may reasonably be regarded as confidential to the Authority or any other member of the GLA Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of

“Contract Information”	<p>the Authority or any member of the GLA Group;</p> <p>(i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and</p> <p>(ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
“Force Majeure Event”	<p>any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;</p>
“GLA Group”	<p>means the Greater London Authority, Transport for London, the Mayor’s Office for Policing and Crime, the London Fire and Emergency Planning Authority, Transport for London and any subsidiaries thereof;</p>
“GLA Premises”	<p>any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the GLA Group (including for the avoidance of doubt the Authority);</p>

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

“Insolvency Event”

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company;
- (c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named as such in Schedule 1 or any relevant Call-Off Contract;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

“Mini-Competition”

a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;

“Project Plan”

the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;

“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Proposal”	the Service Provider’s offer to provide Services in response to a request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
“Request Form”	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service Provider by the Authority from time to time;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Call-Off Contract;
“Service Provider’s Manager”	the person who is identified as the Service Provider’s Manager in the Call-Off Contract for the relevant Services;
“Service Provider’s Personnel”	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under a Call-Off contract as detailed

in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 32; and

(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;

“Specification” the specification and other requirements set out in Attachment 1 of the Call-Off Contract;

“Term” the period during which this Agreement continues in force as set out in Schedule 1;

“TfL” Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“Transparency Commitment” means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; and

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;

1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;

- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence;
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
 - 1.8.1 each Call-Off Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. Framework Agreement

- 2.1 The purpose of this Agreement is to:
- 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
 - 2.1.2 provide the framework to administer each Call-Off Contract; and
 - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

3. Call-Off Procedure

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 3.2 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:
- 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
 - 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form,

or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;

- 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.3 Where the Authority opts to undertake a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion, are capable of providing the Services to the Authority's satisfaction, a Request Form as set out in Schedule 5B, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:
 - 3.3.1 the Service Provider shall immediately confirm receipt of such Request Form;
 - 3.3.2 the Service Provider shall respond to a Request Form by completing a Proposal as an offer capable of acceptance or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
 - 3.3.3 the Authority will award the relevant Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.
- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.

- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.
- 3.9 Where reasonably requested to do so by the Greater London Authority ("GLA") or any of its other functional bodies (currently, the Mayor's Office for Policing and Crime (MOPAC; overseeing the work of the Metropolitan Police Service – MPS), the London Fire and Emergency Planning Authority (LFEPA); Transport for London (TfL); and the London Legacy Development Corporation (LLDC) ("Functional Bodies") and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other members of the GLA Group on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the GLA Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

4. Term of Agreement and Call-Off Contracts

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

5. The Services

{ TC "0 The Services" \ 1 }

5.1 The Service Provider:

- 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;

- 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the relevant Call-Off Contract;
- 5.1.3 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:
 - 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

6. Charges

{ TC "0 Charges" \ 1 }

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

7. Payment Procedures and Approvals

7.1 The Service Provider shall invoice the Authority in respect of the Charges:

7.1.1 monthly in arrears during the Call-Off Contract Term; or

7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or

7.1.3 if specified in a Call-Off Contract, on completion of each milestone. It is a condition precedent of the submission of an invoice on completion of a milestone that all preceding milestones specified in the relevant Call-Off Contract have been completed.

7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract, each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority Account Details, the Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.

7.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:

7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the relevant Call-Off Contract;

7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or contract Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:

7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission

of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or

- 7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

8. Warranties and Obligations

{ TC "0 Warranties and Obligations" \ 1 }

8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 736 of the Companies Act 1985) to enter into and to perform the Agreement and any relevant Call-Off Contract; and

8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

8.1.1.3 is entering into this Agreement and any relevant Call-Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;

8.1.3 the Service Provider shall provide the Services:

8.1.3.1 in accordance with the relevant Call-Off Contract and the terms of this Agreement and with all due skill, care and diligence as may be expected of appropriately qualified and experienced persons (of a professional level if appropriate) with appropriate skill and experience in

providing services of a similar scope, type, nature and complexity to the Services;

8.1.3.2 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;

8.1.4 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the requirements specified in the relevant Call-Off Contract; and

8.1.5 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

8.2 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

9. Contractual Management

{ TC "0 Contract Management" \ 1 }

9.1 The Contracting Authority authorises the Procurement Manager to act as the Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.

9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel and shall procure that they:

9.2.1 diligently supervise the performance of the Services;

9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and

9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).

9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

10. Service Provider's Personnel

{ TC "0 Service Provider's Personnel and Training" \ 1 }

10.1 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the GLA Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

10.2 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Call-Off Contract.

10.3 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any GLA Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).

10.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority or the GLA Group incur or suffer whenever arising or brought by the Service Provider's Personnel or any person who may allege to be the same.

10.5 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

11. Sub-Contracting and Change of Ownership

{ TC "0 Sub-Contracting and Change of Ownership" \ 1 }

11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted subject to such conditions as the Authority sees fit.

11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

11.2.2 be responsible for payments to that person; and

11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider.

11.3 The Service Provider shall:

11.3.1 not without the prior written consent of the contracting Authority undergo any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

11.3.2 give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

12. Conflict of Interest

{ TC "0 Conflict of Interest " \ 1 }

12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the GLA Group, save to the extent fully disclosed to and approved by the Authority.

12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of this Agreement and in any event not less than once in every six months and shall notify the Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the GLA Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

13. Access to Premises

{ TC "0 Access to Premises" \ 1 }

13.1 Subject to Clause 10.3 any access to any GLA Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:

13.1.1 have the use of such GLA Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such GLA Premises;

13.1.2 vacate such GLA Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;

13.1.3 not exercise or purport to exercise any rights in respect of any GLA Premises in excess of those granted under this Clause 13.1;

13.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and

13.1.5 not damage the GLA Premises or any assets on the GLA Premises.

13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any GLA Premises between the Service Provider and any member of the GLA Group.

13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

14. Compliance with Policies and Law { TC "0 COMPLIANCE WITH POLICIES AND LAW " \L 1 }

14.1 The Service Provider, at no additional cost to the Authority:

- 14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at GLA Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
- 14.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;
- 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 14.1.4 acknowledges that the Authority is under a duty under section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and co-operate with the GLA and/or the Authority where possible in satisfying this duty;
- 14.1.5 acknowledges that the GLA is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

14.1.5.2 eliminate unlawful discrimination; and

14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the GLA to satisfy its duty;

14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of the GLA's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 14.1.6, "Traffic Manager" means the GLA's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, www.london.gov.uk).

14.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

14.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;

14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

15. Corrupt Gifts and Payment of Commission

{ TC "0 Corrupt Gifts and Payment of Commission" \ 1 }

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Contracting Authority or any member of the GLA Group nor favour any employee, officer or agent of the Contracting Authority or any member of the GLA Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the GLA Group other than as a representative of the Authority, without the Authority's prior written approval.

16. Equipment

{ TC "0 Equipment " \ 1 }

16.1 Risk in:

16.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at GLA Premises:

16.2 The Service Provider shall ensure that all Service Provider's Equipment and all Materials meet all minimum safety standards required from time to time by law.

17. Quality and Best Value

{ TC "0 Quality Assurance and Best Value" \ 1 }

The Service Provider acknowledges that the GLA is a best value authority for the purposes of the Local Government Act 1999 and as such the GLA is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

18. Records, Audit and Inspection

{ TC "0 Records, Audit and Inspection" \ 1 }

18.1 The Service Provider shall, and shall procure that its sub-contractors shall:

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**");

18.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of this Agreement or relevant Call-Off Contract ("**Retention Period**").

18.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

19. **Set-Off**

{ TC "0 Set-Off" \ 1 }

The Authority will be entitled but not obliged at any time or times to set off any liability of the Service Provider to the Authority against any liability of the Authority to the Service Provider.

20. **Indemnity**

{ TC "0 Indemnity" \ 1 }

20.1 Subject to Clause 20.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the GLA Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).

20.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement or Call-Off Contract by the Authority and/or any other member of the GLA Group including by any of their respective employees or agents.

21. Insurance

{ TC "0 Insurance" \ 1 }

21.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("the Insurances") and will ensure that the Authority's interest is noted on each and every policy:

21.1.1 public liability to cover injury and loss to third parties;

21.1.2 insurance to cover the loss or damage to any item related to the Services;

21.1.3 product liability; and

21.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 20.1.3.

21.2 The insurance cover will be maintained with a reputable insurer (such approval not to be unreasonably withheld or delayed).

21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.

21.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 21.1 being or becoming void, voidable or unenforceable.

22. The Authority's Data

{ TC "0 The Authority's Data" \ 1 }

22.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

23. Intellectual Property Rights

{ TC "0 Intellectual Property Rights" \ 1 }

23.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by a on behalf of the Service Provider in the provision of the Services ("the

Products”) provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.

- 23.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

24. Protection of Personal Data

{ TC "0 Protection of Personal Data" \ 1 }

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement and any relevant Call-Off Contract and shall act in accordance with instructions from the Authority.

25. Confidentiality, Announcements and Transparency

{ TC "0 Confidentiality and Announcements" \ 1 }

- 25.1 Subject to Clause 22.6 and Clause 24, the Service Provider will keep confidential:

25.1.1 the terms of this Agreement and all Call-Off Contracts; and

25.1.2 any and all Confidential Information that it may acquire in relation to the Authority .

- 25.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.

- 25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:

25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and subcontractors.

- 25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.
- 25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 26.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.
- 25.8 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

26. Freedom of Information

{ TC "0 Freedom of Information" \ 1 }

26.1 For the purposes of this Clause 26:

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

26.1.2 **"Information"** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

26.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

26.2 The Service Provider acknowledges that the Authority:

26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to this Agreement or a Call-Off Contract, the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

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

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

27. **Dispute Resolution**

{ TC "0 Dispute Resolution" \ 1 }

27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract (**“Dispute”**) before resorting to litigation.

27.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (**“Senior Personnel”**) of each of the Parties for resolution.

- 27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (“Notice”) that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“CEDR”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

28. Breach and Termination of Agreement{ TC "0 BREACH AND TERMINATION OF CONTRACT" \L 1 }

- 28.1 Without prejudice to the Authority’s right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
- 28.1.1 except as provided in and without prejudice to Clauses 28.1.3, the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or

such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or

28.1.2 the Service Provider is subject to an Insolvency Event; or

28.1.3 the Service Provider is in breach of Clause 11.3; or

28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or

28.1.5 the Service Provider commits any of the money laundering related offences listed in the Public Agreement Regulations 2006.

28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative service provider.

28.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Unaffected Party**") may terminate the Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 28.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Unaffected Party by reason of such termination.

28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common

law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.4 may be disapplied by notice to that effect in Schedule 1.

- 28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

29. Consequences of Termination or Expiry

{ TC "0 Consequences of Termination or Expiry" \1 }

- 29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 29.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):
- 29.3.1 the Service Provider shall, at no further cost to the Authority:
- 29.3.1.1 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules

set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

- 29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

30. Survival

{ TC "0 Survival" \ 1 }

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

31. Rights of Third Parties

{ TC "0 Rights of Third Parties " \ 1 }

- 31.1 Save that any member of the GLA Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with this Agreements (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the GLA Group.

32. Contract Variation

{ TC "0 Contract Variation" \ 1 }

Save where the Authority may require an amendment to the Services, this Agreement or Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

{ TC "0 Novation" \ 1 }

- 33.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 33.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

34. Non-Waiver of Rights

{ TC "0 Non-Waiver of Rights" \ 1 }

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

{ TC "0 Illegality and Severability" \ 1 }

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

36. Notices

{ TC "0 Notices" \ 1 }

Subject to Clause 36.2, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- 36.1 if delivered by hand, at the time of delivery;
- 36.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; or
- 36.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

37. Entire Agreement

{ TC "0 Entire Agreement" \ 1 }

37.1 Subject to Clause 37.2:

37.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain;

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

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. Relationship of the Parties

{ TC "0 Relationship of the Parties" \ 1 }

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

39. Further Assurance

{ TC "0 Further Assurance" \ 1 }

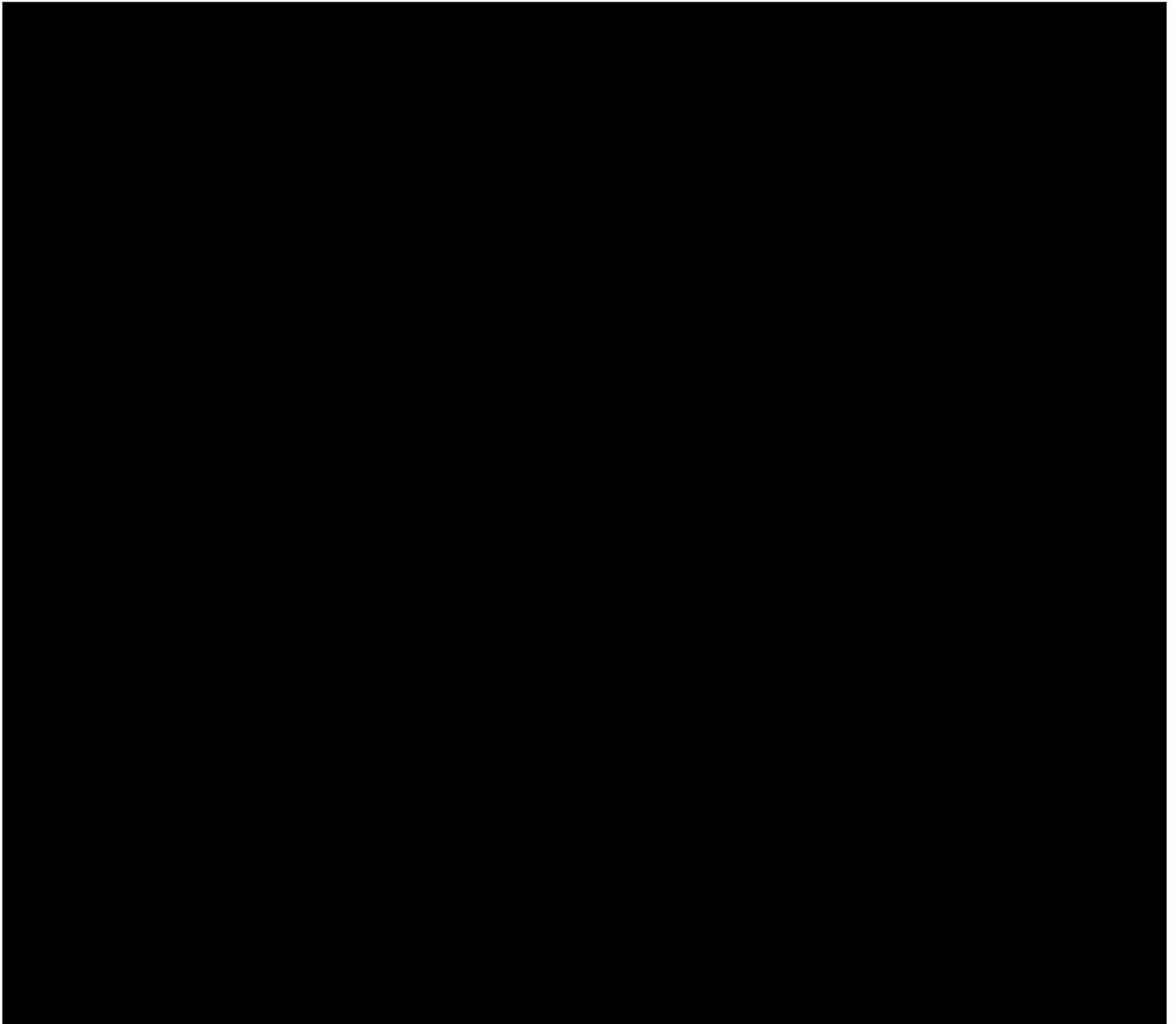
Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

40. Governing Law

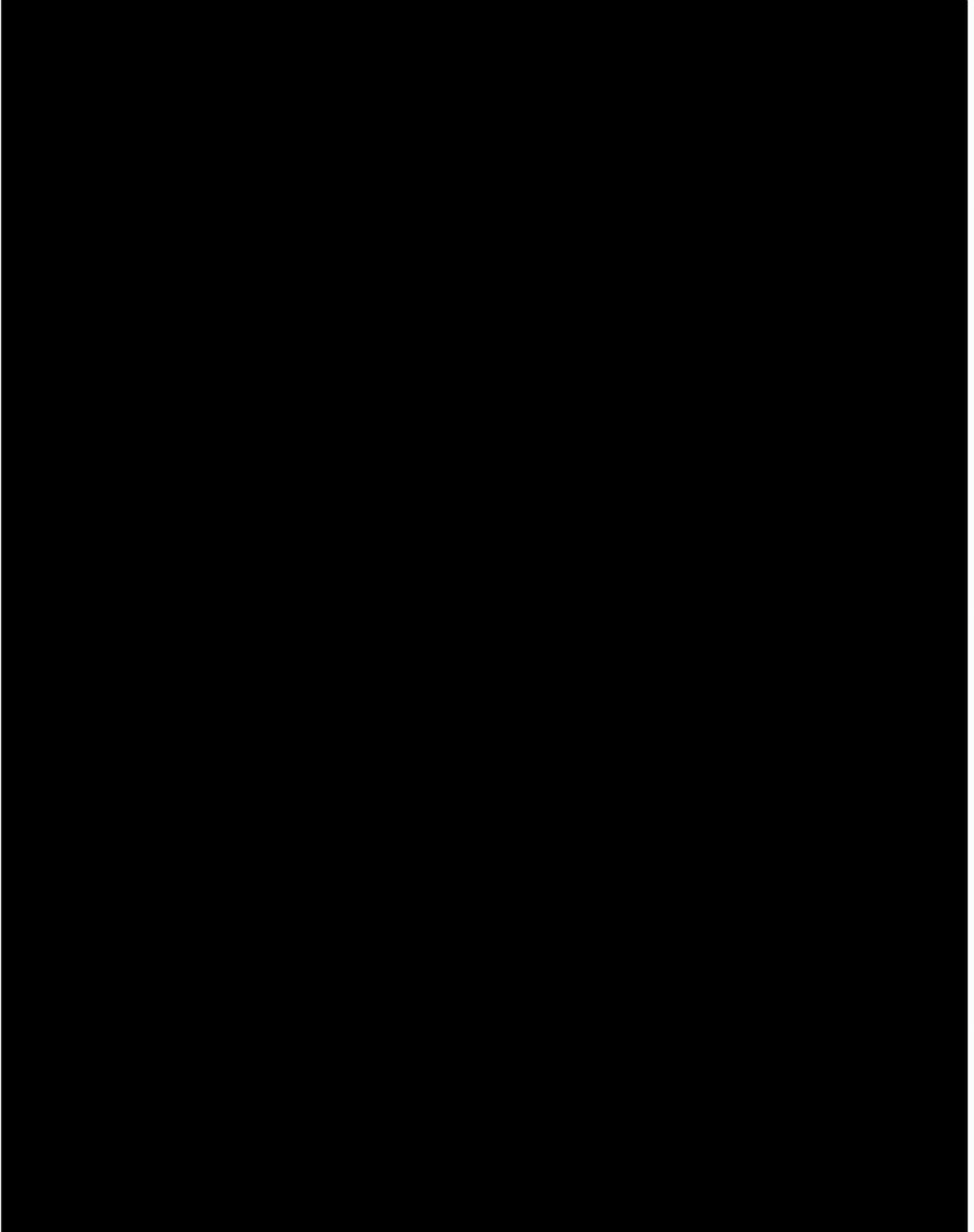
{ TC "0 Governing Law" \ 1 }

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

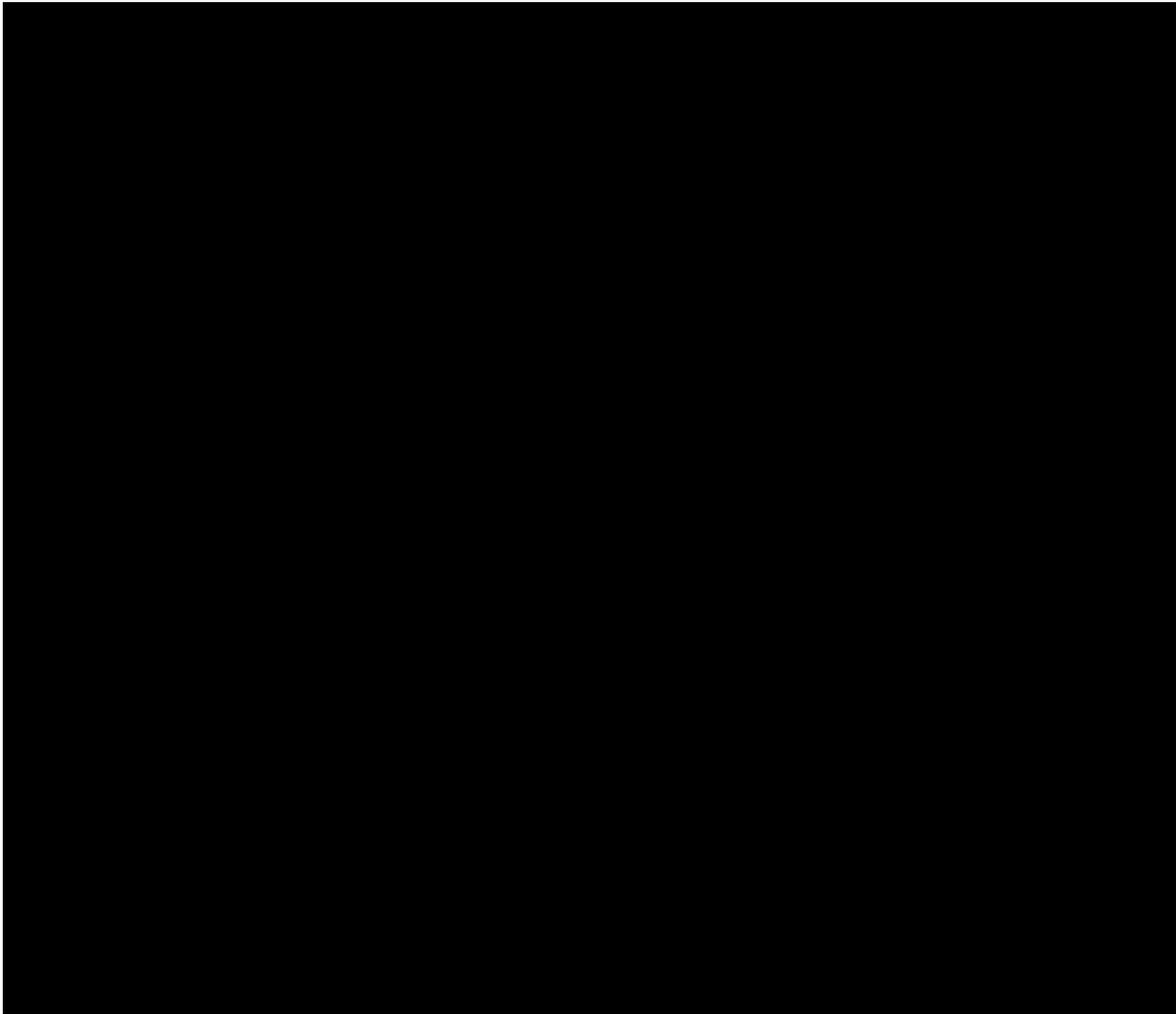
THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.



Date:



8. Address for service of notices and other documents in accordance with Clause 36:



SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

A1 PERSONNEL MANAGEMENT AND TRAINING

- A1.1** The Service Provider shall provide the Key Personnel and shall procure that they:
- A1.1.1** diligently supervise the performance of the Services;
 - A1.1.2** attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and
 - A1.1.3** are available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.
- A1.2** The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Call-Off Co-ordinator (which shall not be unreasonably withheld).
- A1.3** The Service Provider:
- A1.3.1** without prejudice to Clause 10.2 undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with each Call-Off Contract;
 - A1.3.2** shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and
 - A1.3.3** subject to Clause A1.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Call-Off Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Call-Off Contract in accordance with the terms set out in Schedule 1.
- A1.4** Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Call-Off Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Call-Off Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.
- A1.5** The Authority will arrange (at its expense) safety training (as referred to in Schedule 8) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt,

such safety training in respect of any other Service Provider Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider Personnel attending any training under this Clause A1.5.

A2 OFFERS OF EMPLOYMENT (NON-SOLICITATION)

For the duration of this Framework Agreement and for a period of 12 months after expiry or termination of this Framework Agreement, the Service Provider shall not employ or offer employment to any GLA Group employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first 12 months of new employment.

A3 STEP-IN

- A3.1** If the Authority reasonably believes that it needs to take action in connection with the Service:
- A3.1.1** because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - A3.1.2** to discharge a statutory duty,
- then the following provisions shall apply.
- A3.2** The Authority shall notify the Service Provider in writing of the following:
- A3.2.1** the action it wishes to take;
 - A3.2.2** the reason for such action;
 - A3.2.3** the date it wishes to commence such action;
 - A3.2.4** the time period which it believes will be necessary for such action; and
 - A3.2.5** to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.
- A3.3** Following service of such notice, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "**Required Action**") and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such the Required Action (such assistance to be at the expense of the Authority).
- A3.4** For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Service, the Service Provider shall be relieved from its obligations to provide such

part of the Service and the Authority shall not be liable to pay Charges for such part of the Service (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A3.3).

A4 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A4.1 Clause 10.1 shall be deleted and replaced with the following.

A4.2 For the purposes of this Clause:

A4.2.1 **"Code"** means the Code of Practice on Workforce Matters in Local Authority Service Contracts, contained in Annex C of Circular 07/2003, issued by the Office of the Deputy Prime Minister on 30 September 2003 as amended from time to time;

A4.2.2 **"Current Service Provider"** means provider of services substantially similar to the Services immediately before the commencement of the Call-Off Contract (which may or may not be the Authority);

A4.2.3 **"Employee Liability Information"** means the information set out in Regulation 11 of the Regulations;

A4.2.4 **"Employment Costs"** means wages, holiday pay, employment benefit, costs, redundancy costs and unfair dismissal costs and awards in respect of all Transferring Staff;

A4.2.5 **"Further Transfer Date"** means the date of the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider;

A4.2.6 **"Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

A4.2.7 **"Replacement Service Provider"** means any replacement supplier or provider to the Authority of the Contract (or any part of it);

A4.2.8 **"Re-Transferring Personnel"** means any Service Provider's Personnel who:
(a) will transfer to the employment of either the Authority or the Replacement Service Provider pursuant to the Regulations; or
(b) accepts an offer of employment from the Authority or a Replacement Provider (as appropriate)
upon the expiration or termination (in whole or in part) of this Call-Off Contract;

A4.2.9 **"Statement of Practice"** means the Cabinet Office's Statement of Practice, "Staff Transfers in the Public Sector" (January 2000) as amended from time to time;

A4.2.10 **"Transfer of Provision"** means the transfer of the provision of the Services from the provision by the Current Service Provider to the provision by the Service Provider;

A4.2.11 **"Transferring Staff"** means such employees as are named in an Appendix to any Call-Off Contract.

A4.3 It is understood and acknowledged by the Parties that the Regulations apply to the Transfer of Provision and accordingly, pursuant to the Regulations, the contracts of employment between the Current Service Provider and the Transferring Staff will have effect from the commencement of the Call-Off Contract as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be subject to the provisions of Clause A4.4.

A4.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 with effect from the commencement off the Call-Off Contract.

A4.5 All Employment Costs in respect of the period:

A4.5.1 up to the Commencement of the Call-Off Contract (whether or not due for payment at that date) will be the responsibility of the Current Service Provider; and

A4.5.2 on and after the Commencement Date will be the responsibility of the Service Provider,

and will, if necessary, be apportioned on a time basis between the Current Service Provider and the Service Provider.

A4.6 The Service Provider will indemnify, keep indemnified and hold harmless the Authority from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include ,without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority incurs or suffers arising out of or in connection with:

A4.6.1 any act or omission by or on behalf of the Service Provider in respect of any person employed or engaged by it including, on or after the commencement of the Call-Off Contract the Transferring Staff;

A4.6.2 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with

(directly or indirectly) any act or omission and/or, communication made to the Transferring Staff before the commencement of the Call-Off Contract by, on behalf of and/or at the instruction of the Service Provider;

A4.6.3 any failure by the Service Provider to provide sufficient information to the Current Service Provider to enable it to comply with its information and consultation obligations under the Regulations;

A4.6.4 the employment or termination of employment by the Service Provider of any Transferring Staff (whether or not terminated by notice and, if so terminated, whenever that notice expires) on or from the commencement of the Call-Off Contract; and/or

A4.6.5 any actual, proposed or anticipated changes made by the Service Provider to the terms and conditions of employment of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

A4.7 The Service Provider will provide the Current Service Provider, as soon as practicable, but in any event in good time before the commencement of the Call-Off Contract with all information which the Current Service Provider may reasonably require to enable it to comply with its information and consultation obligations under the Regulations.

A4.8 The Service Provider warrants and undertakes to the Authority that all information given to the Authority regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

A4.9 Promptly when requested by the Authority (but not more than [twice] in any year) and not more than 7 days after the date of any notice to terminate this Call-Off Contract given by either party for any reason whatsoever, provide and use its best endeavours to procure that any relevant sub-contractor provides the following information to the Authority

A4.9.1 a list of current Service Providers Personnel and sub-contractors (each identified as such in the list) (the “**Staff List**”);

A4.9.2 all material terms and conditions relating to the employment or engagement of the persons listed on the Staff List;

A4.9.3 written job descriptions of the persons listed on the Staff List;

A4.9.4 all other information which the Service Provider or sub-contractors knows or ought to know about its or their rights, powers, duties and liabilities under or in connection with the contracts of employment of the persons listed on the Staff List

including without limitation their job titles, grades or seniority, dates of commencement of continuous employment, remuneration (salary and benefits) and pension rights; and

A4.9.5 in the situation where notice to terminate this Call-Off Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Contract, whom the Service Provider considers will not transfer under the Regulations for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A4.10 The Service Provider will notify the Authority in as much detail as possible as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.

A4.11 The Service Provider warrants to the Authority that any Staffing Information which supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A4.12 Subject to Clause A4.14, the Service Provider will provide the Authority with a final Staff List ("**the Final Staff List**") not less than 14 days before the date of expiry or earlier termination of the Call-Off Contract.

A4.13 If the Call-Off Contract is terminated by either party in accordance with **Clause 28.1** or by the Authority in accordance with **Clause 28.1 or 28.2** of the Agreement then the Final Staff List will be provided by the Service Provider to the Authority within 14 days of the date of termination of the Call-Off Contract.

The Service Provider warrants that it will comply in all respects with its obligation to provide Employee Liability Information to the Authority.

A4.14 The Service Provider warrants that as at the date of expiry or earlier termination of the Call-Off Contract:

A4.14.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

A4.14.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and

- A4.14.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A4.15 From the earlier of:
 - A4.15.1 the date falling 3 calendar months before the date of expiry of the Contract; or
 - A4.15.2 if the Contract is terminated by either party in accordance with **Clause 28.3** of the Agreement or by the Authority in accordance with **Clause 28.1 or 28.2** of the Agreement, the date of the relevant termination notice; The Service Provider will not and will procure that its sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
 - A4.15.3 terminate or give notice to terminate the employment or engagement, or replace the persons listed on the most recent Staff List and/or any Re-Transferring Personnel;
 - A4.15.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - A4.15.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List and/or any Re-Transferring Personnel;
 - A4.15.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider Personnel; or
 - A4.15.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List.
- A4.16 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A4.15** regardless of when such notice takes effect.
- A4.17 For the avoidance of doubt, the Service Provider confirms that the Authority will be permitted to disclose any information provided to it under this **Clause A4** in summary form to any person who has been invited to tender for the provision of the Services (or similar services) and to any Replacement Service Provider.

A5 Transfer of Employees on Expiry or Termination

A5.1 If the Regulations apply on the expiration or termination of the Call-Off Contract and/or the appointment of a Replacement Service Provider the following will apply:

A5.1.1 the contracts of employment of each member of the Re-Transferring Personnel will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005) from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate),

A5.1.2 During the period commencing on the earlier of:

A5.1.2.1 the date falling 6 calendar months before the Further Transfer Date; or

A5.1.2.2 if the Agreement is terminated by either party in accordance with **Clause 28.3** of the Agreement or by the Authority in accordance with **Clause 28.1, 28.2 or 28.4** of the Agreement, the date of the relevant termination notice,

and ending on the Further Transfer Date the Service Provider will:

- (a) provide the Authority with access to such employment records as the Authority may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- (b) allow the Authority to have copies of any of the documents referred to in **Clauses A4 and A5**; and
- (c) provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate).

If the Re-Transferring Personnel are employed or engaged by sub-Contractors, the Service Provider will procure such sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access and information.

A5.1.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider (as applicable) that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

- A5.1.3.1 is under notice of termination;
- A5.1.3.2 is on long-term sick leave;
- A5.1.3.3 is on maternity, parental or adoption leave;
- A5.1.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
- A5.1.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
- A5.1.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
- A5.1.3.7 has received a written warning (other than a warning that has lapsed);
- A5.1.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
- A5.1.3.9 has objected, or has indicated an intention to object, in accordance with the Regulations to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under the Regulations.

A5.1.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider (as appropriate):

- A5.1.4.1 that it will continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment of the Re-Transferring Personnel up to the Further Transfer Date;
- A5.1.4.2 to pay to the Re-Transferring Personnel all sums to which they are entitled from the

Service Provider and/or any sub-Contractor up to the Further Transfer Date (regardless of when such sums fall due) including, without limitation, all wages and salaries, sick pay, maternity pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Further Transfer Date; and

A5.1.4.3 to comply in all respects with its information and consultation obligations under the Regulations and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

that it will provide to any Replacement Service Provider Employee Liability Information not less than [14/28] days in advance of the date of any Further Transfer Date.

A5.1.5 In respect of the Re-Transferring Personnel the parties agree that all Employment Costs will be apportioned on a time basis (regardless of when such sums fall to be paid) as follows:

A5.1.5.1 up to and including the Further Transfer Date the Service Provider will be responsible for the Employment Costs;

A5.1.5.2 after the Further Transfer Date the Authority and/or Replacement Service Provider (as appropriate) will be responsible for the Employment Costs

except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

A5.1.6 The Service Provider will indemnify, keep indemnified and hold harmless each of the Authority and any Replacement Service Provider from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority and/or the Replacement Service Provider (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:

A5.1.6.1 any failure by the Service Provider to comply with its obligations under **Clause A5**;

A5.1.6.2 any act or omission by or on behalf of the Service Provider in respect of any person who is or was employed or engaged by it, except in the case of the Re-Transferring Personnel where the Service Provider's indemnity will only apply in respect of such employees insofar as and to the extent that any such act or omission occurred on or before the Further Transfer Date or was undertaken by, on behalf or at the instruction of the Service Provider; and/or

A5.1.6.3 any claim or demand or other action taken against the Authority and/or Replacement Service Provider by any person employed or engaged by the Service Provider (other than Re-Transferring Personnel) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider in respect of them by virtue of the Regulations.

A5.2 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Agreement and for 6 years following the date of expiry or earlier termination of the Call-Off Contract the Authority will be given access to and be allowed to consult with any person, consultant or employee who, at that time:

A5.2.1 is still an employee or sub-Contractor of the Service Provider or any of the Service Provider's associated companies; and

A5.2.1 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Agreement,

and such access and consultation will be provided free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or sub-Contractors on such consultation. The Service Provider will further procure that all such persons co-operate with the Authority's requests.

SCHEDULE 3A – SERVICES SPECIFICATION

GREATERLONDONAUTHORITY

Schedule 3

Specification for the provision of Supporting Security and Operations Services to the Greater London Authority

Specification reference GLAFM097E

GREATER LONDON AUTHORITY

Specification for the provision of Supporting Security and Operations Services to the Greater London Authority

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GREATER LONDON AUTHORITY

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1.0 Introduction

This specification is for the supply of multi-function, security staff to support security and operations delivered by the Greater London Authority (GLA). This includes support to the in-house security team and other security contract partners.

Security and operations services are required by the GLA at City Hall, Trafalgar Square (TSQ), Parliament Square Garden (PSG), event venues and other locations at which the GLA may have an interest around the Greater London area.

2.0 The Framework Agreement

The services described in this specification will be provided under a Framework by a maximum of three (3) contractors via a tiered system for urgent requirements (such as sickness and incident cover) and mini-competitions for planned requirements.

For urgent work the tier 1 supplier will be contacted first to provide the required number of officers, if they are unable to fully meet the requirement then the tier 2 supplier will be contacted to provide the remainder of the requirement, if they are unable to meet the remainder of the requirement the tier 3 supplier will be contacted.

Where requirements are known in advance, mini-competitions will be carried out between all three contractors; therefore giving all contractors on the Framework a fair chance of being awarded work under the contract.

There are no minimum hours guaranteed under this framework and it is possible that there will be periods where there will be no requirements for services.

3.0 Locations

An overview of the locations and the nature of the operations at each site which the GLA provides security and operations services is described below.

3.1 City Hall

City Hall is the headquarters of the Greater London Authority, Mayor of London and the London Assembly. The organisation has a very high public profile and is based in one of London's modern iconic buildings. The building has 11 floors. Parts of the building are currently open to the public Monday to Thursday 08:30 to 18:00 and 08:30 to 17:30 hrs on Friday, excluding bank holidays and on selected weekends during the year. The security operation at City Hall operates 24 hours a day, 365 days a year.

As well as being an office City Hall hosts daily events and meetings, some of which are open to the public, such as Mayor's Question Time (MQT), Plenary's and Assembly Meetings. There are two large event venues within the building; the Chamber on the 2nd floor and London's Living Room on the 9th floor, both of which can host up to 250

guests, as well as a number of Committee Rooms. Some events start early around 8am and others finish late in the evening around 10pm.

Due to the presence of the Mayor of London and Assembly Members, the building and politicians are often the focus of protest, generally outside the building but sometimes inside at public meetings or events.

Officers supplied to City Hall under this specification would supplement and work alongside the GLA's own in-house security team, participating in all areas of the operations, which includes roles in the post room and loading bay, as well as general portage duties such as setting up the furniture in meeting rooms.

Site trained and appropriately licensed Officers must be able to attend site, wearing the correct uniform within 24 hours of being given an order. Where an officer fails to turn up for duty or cannot perform the duty eg. due to sickness or not being in possession of their SIA License, a replacement site trained Officer wearing the correct uniform must be supplied to City Hall within 2 hours.

3.2 Trafalgar Square and Parliament Square Gardens

Trafalgar Square and Parliament Square Gardens are high profile, public open spaces within the borough of Westminster in central London. Both Squares are sites of significant, national, historic importance and their monuments and statues have individual graded heritage classifications. Nelson's Column and the Lions being grade 1 listed.

Both sites act as symbolic focal points for important national and local events. Rallies and demonstrations are frequently held at weekends on a range of political, religious and general issues. The Mayor supports this democratic tradition, and through an authorisation process that gives access to the Square for such use.

Trafalgar Square, in particular, is the venue for many large, high profile, public and private events, such as: New Years Eve, Pride, Saint Patrick's Day, Faith Events and Concerts. It can host up to 15,000 participants rising to 19,000 if the North Terrace is used. Many of the events finish late in the evening. Trafalgar Square also contains a licensed café and many of the events taking place on the Square are themselves licensed.

Parliament Square Gardens is part of the Westminster Abbey and Parliament Square conservation area and abuts both the Whitehall Conservation Area, a UNESCO designated World Heritage Site, embracing in particular the Palace of Westminster and Westminster Abbey. It is classified as grade 2 on English Heritage's register of parks and gardens of special historic interest. In 2010 Parliament Square suffered a large scale, unlawful tented occupation by a group calling themselves "Democracy Village", and this lasted for 3 months until they were evicted. Security officers supplied under the previous specification were subsequently deployed to protect the Square and

remove any trespassers while the Square was closed to the public and fenced off for repair.

The use of both Squares is governed by the Trafalgar Square Byelaws 2012 and Parliament Square Garden Byelaws 2012, in addition the activities which can take place on Parliament Square is also controlled by parts of the Police Reform and Social Responsibility Act 2011.

The security and enforcement operations are provided by a team of Heritage Wardens, supplied through a contract partner. The Heritage Wardens are authorised enforcement officers of the GLA and are empowered to enforce the Byelaws and relevant parts of the Police Reform and Social Responsibility Act 2011.

Officers supplied to the Squares would be used to support the Heritage Wardens but would not have enforcement powers. They are, however, likely to be given responsibility for securing some or all of one of the Squares, protecting an asset or providing a secure perimeter to a designated area.

Appropriately trained and licensed Officers must be able to attend site, wearing the correct uniform within 24 hours of being given an order. The contractor must be able to supply up to 30 officers within this timeframe, with the potential to increase this further to a total of 50 officers within 48 hours of the original order. These numbers of officers must be sustainable over an extended period of time, eg. a week.

3.3 Event venues around London

The GLA organises a number of events each year at various venues around London, eg. the six monthly People's Question Time and annual State of London Debate. The events are generally public meetings involving the Mayor of London, Assembly Members and other guest speakers. The number of attendees can range from 100 to around 2000 people. The security and stewarding for these events is provided by one of the contractors of ad-hoc security services. The supplier would take responsibility for carrying out the pre-event reconnaissance, recommending security staffing levels and preparing the security plan, risk assessments and method statements.

This could also include the close protection of key people arriving and departing from an event, for which the appropriate SIA license must be held. Close protection is not likely to be a regular requirement and contractors will not be excluded from this contract if it is not a service they can supply. The events themselves generally last no more than 3 hours and usually take place in the evenings.

Please note this specification does NOT include the very large public events organised by the GLA such as the New Year's Eve and St. Patrick's Day celebrations, as these are subject to specific events contracts.

For these types of event significant notice will be provided, often this will be several months but not in all cases.

3.4 Other Locations around London

Temporary security guarding services may be required at other locations in the Greater London area in which the GLA has a property interest; this may range from commercial office buildings to tracts of empty land that need to be secured against trespassers. At the time of writing no security staff are deployed at other locations.

The notice period for deployment will vary depending on the assignment but it could range from 24 hours to several months' notice.

4.0 Scope of Service

The precise nature of the security services required does differ from site to site and deployment to deployment but the full range of security duties will be required along with some more specialist and non-security roles.

The supplier must have the capability of covering all aspects of the scope of service detailed in this specification. It should be noted that the roles described below require staff that are trained, willing and able to deal with conflict situations that may require physical intervention.

4.1 Security Services – City Hall

- **Access Control;** this covers controlling entry to the building in line with the Admissions Policy (attached at Annex A), restricted areas and public/private meetings, checking building access passes and directing visitors. This could involve physically having to remove non-compliant and disruptive people from the building who may offer resistance.
- **Security screening;** this includes x-ray scanning of items, metal detection of people and if necessary physical searching to prevent dangerous and prohibited items being brought into the building. To facilitate physical searches to take place it is essential that there is a gender balance available at the search point.
- **Patrolling and point duties;** this covers both internal and external patrols and the staffing of strategic points within the building such as internal access control barriers, exit points and monitoring for any unusual or suspicious activity.
- **Control Room Operations;** duties include maintaining the Daily Occurrence Log, Issuing Passes, Key Allocation, monitoring of the Closed Circuit Television System (CCTV), attending to alarm activations etc. For this role a Public Space Surveillance (PSS) SIA license is required.

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- **Providing assistance to visitors and staff;** this covers dealing with people with access passes that are not working, providing directions around the building and to specific meetings or events and providing general information about the work of the Authority, Mayor of London or London Assembly.
- **Security and order at public meeting;** officers will be required to provide assistance to the filling up of meeting rooms and ensure the safety of the public by ensuring exits are not blocked and only authorised seating areas are used. They will also be required to deal with any disruptive people in public meetings, following directions given by the meeting chair or any pre-agreed protocols. This could involve physically having to remove non-compliant people from the meeting, who may offer resistance.
- **Incident response;** all security officers have an emergency response role, eg. fire evacuation or terrorist incident, which will be dictated by the position they are occupying or the duty they are performing at the time of the incident. All officers are also required to provide first aid assistance to anyone suffering an injury or falling ill in their vicinity or when requested to assist.

4.2 Logistics – City Hall

- **Loading Bay;** this includes providing security to the back of house entry point, receiving and despatching goods, maintaining audit trails for goods movement and delivering items to staff and controlling vehicle, cycle & motorcycle parking.
- **Mailroom Operations;** this includes security screening of all incoming Royal Mail and courier deliveries, sorting and delivering mail within the business, maintaining audit trails for deliveries and collections, franking post and arranging couriers.
- **Porterage;** assisting with porterage duties particularly the set-up and clearing of rooms for meetings and events, the delivery of goods to office floors and the positioning of crowd control barriers.

4.3 Security Services – Support to the Heritage Wardens

- **Patrolling;** this involves external patrolling of both Trafalgar Square and Parliament Square Garden, the staffing of strategic points at the Squares and monitoring for any unusual or suspicious activity and breaches of the Byelaws and other legislation.
- **Securing perimeters and preventing trespass;** from time to time the Squares may be fully or partially closed to the public or compounds maybe erected on the Squares for the purpose of protecting works, temporary exhibits or event set-ups and break downs. Officers may be required to secure these perimeters against deliberate or accidental incursion or unlawful occupation. Where incursions do take

place, officers may be required to physically remove non-compliant people, who may offer resistance, from the secure area.

- **Protecting assets;** on occasions there may be a need to protect particular unfenced assets from damage, this could be a particular statue or monument that is the focus of attention or a temporary exhibit that is being displayed on one of the Squares. This is likely to include preventing members of the public climbing on the asset or attaching banners to it.
- **Providing assistance to the public;** officers deployed at either Square will be required to interact with the public, as both Squares are popular visitor attractions; this will require them to give advice and information on the local area, including information about what is happening at the location they are guarding and when necessary information on the byelaws and other legislation applies.
- **Supporting enforcement operations;** On occasions when enforcement operations are led by the Heritage Wardens or High Court Enforcement Officers, security officers may be required to act in support by securing reclaimed areas against re-occupation, recording and labelling abandoned or seized property, recording evidence and writing incident reports and statements. Duties could also include protecting the Trafalgar Square fountains from incursion and, where necessary, removing people who do enter the water.
- **Porterage;** assisting with porterage duties, particularly the set-up, clearing and positioning of crowd control barriers.

4.4 Event Security (not at City Hall)

- **Access Control;** controlling access to the event and ensuring that people only access the areas to which their passes entitle them and ensuring that any admission policy requirements are followed eg. enforcing a no alcohol policy.
- **Security Screening;** ensuring that prohibited items are not brought into the event; this may include screening, using a search arch, hand wand and physical search. To facilitate physical searches to take place it is essential that there is a gender balance available at the search point.
- **Stewarding;** officers may be required to perform a stewarding function at certain events, such officers would have responsibility for crowd management. Officers deployed in this role must have received appropriate crowd safety training.
- **Securing perimeters;** ensuring the integrity of the event perimeter and preventing incursions and unauthorised access.
- **Security and order at events;** officers will be required to ensure exits are not blocked and only authorised seating areas are used. They will also be required to

deal with any disruptive people at events/meeting, following directions given by the event organiser, meeting chair or any pre-agreed protocols. This could involve physically having to remove non-compliant people from the meeting, who may offer resistance.

- **Escorting and protection;** officers may be required to escort and protect dignitaries, speakers, performers and VIPs on arriving, during and departure from the event.
- **Porterage;** assisting with porterage duties, particularly the set-up, clearing and positioning of crowd control barriers.
- **Incident response;** all security officers have an emergency response role, eg. fire evacuation or terrorist incident, which will be dictated by the position they are occupying or the duty they are performing at the onset of the incident. All officers are also required to provide first aid assistance to anyone suffering an injury or falling ill in their vicinity or when requested to assist.

4.5 Security Services at other Locations

- **Access Control;** this covers controlling entry to buildings in line with the Admissions Policy (attached at Annex A) or any amended policy applicable to that particular location, restricted areas and public/private meetings; checking building access passes and directing visitors. This could involve physically having to remove non-compliant and disruptive people from the building, who may offer resistance.
- **Patrolling and Point duties;** this covers both internal and external patrols, the staffing of strategic points within buildings such as internal access control barriers and exit points and monitoring for any unusual or suspicious activity.
- **Securing perimeters and preventing trespass;** officers are required to secure any perimeters to the property against deliberate or accidental incursion or unlawful occupation. Where incursions do take place, officers may be required to physically remove non-compliant people, who may offer resistance.
- **Protecting assets;** at some times there may be a need to protect particular assets from damage, this could be a particular specific item that is the focus of attention or a temporary exhibit that is being displayed at the location. Officers may be required to protect the asset from interference or prevent members of the public harming themselves or others by climbing on it.
- **Providing assistance to visitors and staff;** this covers dealing with people with access passes that are not working, providing directions around the location and to specific meetings or events and dealing with general enquiries about the location.

- **Incident response;** all security officers have an emergency response role, eg. fire evacuation or terrorist incident, which will be dictated by the position they are occupying or the duty they are performing at the onset of the incident. All officers are also required to provide first aid assistance anyone suffering an injury or falling ill in their vicinity or when requested to assist.

4.6 Technical Security Services

The contractor must be able to provide technical security services, such as electronic counter measure sweeps of locations, on an as required basis. This does not cover the installation or maintenance of electronic security systems such as CCTV and access control systems.

Each job will be unique and will be quoted individually, based on the maximum hourly rate for the operator shown in the Pricing Schedule.

4.7 Reception and Administrative Services – All GLA premises and event venues

The provision of professional reception and administrative services to any GLA premises or event venues, in the Greater London area. This could be for a one off event, such as a People's Question Time or for a longer term assignment at any GLA location, including City Hall.

The reception and administrative staff must be smartly presented in a corporate uniform that will be agreed with the contractor, at the time the order is placed for the particular assignment. Reception and administrative staff do not need to possess any SIA Licenses. Administrative duties could include acting as secretary to a manager, taking phone calls, photocopying and collating documents etc..

4.8 Police Support

It should be noted the first line of defence against trespassers rests with the security officers and unless criminal offences are being committed, the police will not get involved in physically removing people from GLA controlled premises, it is the role of security officers to perform this task in a responsible and lawful manner.

4.9 Standard Operating Procedures (Assignment Instructions)

The GLA has a series of Standard Operating Procedures (SOP) that cover large parts of its operations. Security Officers deployed at locations where SOPs exist will be required to become familiar with the SOP's relevant to the particular duties they are required to undertake. Partly for this reason, it is important that there is consistency in the officers that are supplied under this specification. Appropriate induction and briefings on the SOPs will be provided by the GLA to officers supplied.

The contractor may need to compile their own Assignment Instructions for some deployments and may use the GLA's SOPs to assist in compiling their own Assignment Instructions.

5.0 Security Threats, Risk Assessments and Method Statements

5.1 Security Threats

The GLA at all its locations faces a number of security threats, ranging from low level anti-social behaviour through to terrorist attack.

The types of security risks and threats will vary from location to location and from time to time, however the risks that have to be considered will include:

- Demonstrations
- Unlawful occupations
- Disruption at public meetings and events
- Public disorder
- Direct threats to the location/organisation
- Threats to individuals
- Suspicious items and people including; hostile reconnaissance
- Acts of terrorism; including but not limited to IED, PBIEDs, VBIEDS, MTFA and CBRN
- Theft
- Arson
- Acts of self-immolation
- Accidental fire incidents
- Items being thrown at Officers, mainly at Trafalgar Square or Parliament Square
- Acts of criminal damage eg. graffiti
- Assault on staff/members of the public
- Verbal abuse
- Anti-social behaviour particularly drunkenness and drug use
- People under the influence of alcohol and drugs

The contractor will be required to maintain and update the register of security risks and threats on every deployment under this specification.

5.2 Risk Assessments and Method Statements

Health and Safety Risk Assessments and Method Statements (RAMS) are required from contractors to cover all the services that are being supplied under this specification.

Copies of the RAMS for the City Hall operation are required within 8 weeks of the award of contract and these must be reviewed and updated, as necessary, every 6 months.

RAMS for all other deployments are required ahead of the actual deployment.

Generic RAMS will be accepted for short notice emergency deployments, the contractor is required to provide copies of these 4 weeks after the award of contract.

6.0 Professional Standards and Training

6.1 General

The contractor's officers are the visible representative of the Mayor of London and the GLA and shall therefore ensure that its conduct and the conduct of its staff at all times is such that it will not bring the GLA into disrepute

The security officers required under this specification need to be officers of a high calibre who are both proactive and motivated to deliver a high standard of service.

To this end the Contractor's staff must adhere to the GLA's "Code of Ethics and Standards for Staff". Staff must be briefed on this requirement before attending City Hall for their first shift. A copy of this document is supplied separately with the tender pack.

Should any of the contractor's staff be found to be in breach of the GLA'S code or standards during the course of their activities in connection with this specification, the GLA will require the contractor's member of staff not to attend GLA sites. However, the contractors own codes, standards and disciplinary procedures will continue to apply to their staff.

The motto "look, think and act the part" is used to portray the desire to provide the highest possible level of service and it sets the standards for all aspects of GLA security operations. This means that security officers working for the GLA are required to;

- Look like a professional security officer in both terms of personal appearance, hygiene, demeanour and body language.
- Think like a professional security officer by taking an active interest in everything that is going on around them, learning the SOPS as well as being alert and observant for the unusual and suspicious.
- Act the part of a professional security officer by being pro-active, paying attention to detail, taking the appropriate action when necessary, taking ownership of issues and not assuming someone else will have dealt with it.

This ethos must be shared by all contract security officers.

6.2 Uniform Standards

Two styles of uniform are required dependant upon the environment in which the officers will operate. The style of uniform required will be advised at the start of each deployment.

6.2.1 Indoor Uniform eg. City Hall and GLA building based events

All security officers assigned to City Hall must comply with the uniform standards, set out below:

- Black Suit, with no prominent corporate branding/logo
- White shirt or blouse, with no prominent corporate branding/logo, long sleeve for winter, short sleeve for summer (short sleeves should not be worn by those with tattoos that are visible on their arms)
- Black leather safety shoes (not boots), suitable for loading bay, mail room and portering duties
- Dark coloured socks
- Black leather belt
- GLA City Hall clip on tie, supplier details will be provided
- High-visibility tabard, marked with the word "SECURITY" with no prominent corporate branding/logo
- All weather waterproof jacket and trousers. The jacket being marked with the word "SECURITY" front and back
- Visible tattoos are not acceptable, and any visible tattoos should be covered at all times
- No visible jewellery in body piercings other than standard earrings e.g. studs
- Long hair should be tied back

Female officers should wear trousers.

All officers must be clean shaven or with neat beards/moustaches, other than for religious reasons. They must be well presented and smart in appearance at all times whilst on duty.

6.2.2 Outdoor Uniform eg. Trafalgar Square and Parliament Square Garden

All security officers assigned to Trafalgar Square and Parliament Square Garden must comply with the uniform standards, set out below:

- Black trousers, with no prominent corporate branding/logo
- White shirt or blouse with epaulettes, with no prominent corporate branding/logo, long sleeve for winter, short sleeve for summer (short sleeves should not be worn by those with tattoos that are visible on their arms)
- NATO style jumper, with epaulettes
- Epaulettes marked with the word "SECURITY". Supervisors should have some means of being identified by their epaulettes
- Black waterproof gloves
- Black woolly hat for winter wear or black baseball cap for summer sun protection, both to bear the word "SECURITY" on them
- Black leather safety shoes or boots, suitable for outdoor, all weather use
- Dark coloured socks

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- Black leather belt
- Black clip on tie or cravat
- High-visibility tabard, marked with the word "SECURITY", with no prominent corporate branding/logo
- All weather waterproof jacket and trousers. The jacket being marked with the word "SECURITY" front and back, with no prominent corporate branding/logo
- Cold weather liners
- Visible tattoos are not acceptable, and any visible tattoos should be covered at all times
- No visible jewellery in body piercings other than standard earrings e.g. studs
- Long hair should be tied back

Female officers should wear trousers and a cravat or clip on tie.

All officers must be clean shaven or with neat beards/moustaches, other than for religious reasons. They must be well presented and smart in appearance at all times whilst on duty.

6.3 Punctuality

All security officers should be on site and ready to commence duty at the agreed time, this includes the completion of the contractor's booking on requirements. It is essential that officers report to the control room/local manager at least 5 minutes prior to the commencement of their duty for shift briefings.

6.4 Command of English

All security officers must have a good command of spoken and written English, including be able to write clear and accurate statements. They must be able to communicate clearly, confidently and effectively and give commands in an emergency situation.

6.5 Training

The GLA requires security officers to have high levels of professional training and undertake training, on the GLA's specific requirements, equipment and systems at the contractor's expense. The current training requirements include;

6.5.1 Professional Training Qualification

- Security Industry Authority (SIA) – Door Supervision (required for all deployments)
- Security Industry Authority (SIA) – Public Space surveillance (for those required to work in the control room)
- Security Industry Authority (SIA) – Close Protection (possible occasional requirement for events, not required unless this duty is specified for a particular assignment)

- **First Aid at Work qualification**– Approved for the purposes of the Health and Safety (First Aid) Regulations (1981). The Appointed Person qualification is not sufficient for this assignment. This is required for all officers.

6.5.2 General Security Training

- Basic Health & Safety
- Fire Awareness and Precautions
- Customer Service Training
- Conflict resolution Training, more comprehensive than the standard SIA training
- Suspect Packages & items
- Gathering and protecting evidence
- Writing Incident Reports and making Statements
- Counter-Terrorism awareness, eg. Project Griffin, Fairway

6.5.3 Assignment Specific Security Training

- X-Ray screening (both front of house and post room) – on the current GLA equipment, using a GLA approved training provider*
- Search Arch screening – on the current GLA equipment, using a GLA approved training provider*
- Manual searching and wandng techniques
- CCTV System operation* (only if officers are required to work in the control room)
- Access Control System* (only if officers are required to work in the control room)
- Physical intervention training, including control and restraint e.g. ejecting people from meetings, removing people from premises.
- Manual Handling
- Dealing with disturbances at public meetings
- Dealing with demonstrators and public order issues
- Stewarding and crowd safety **
- Trafalgar Square Byelaws 2012, Parliament Square Garden Byelaws 2012 and Police Reform and Social Responsibility Act 2011 training ***

* City Hall deployed officers only

** When required for specific external events

*** Trafalgar Square and Parliament Square Garden deployed officers only

Contractors must also be committed to provide training on any additional equipment or methodologies the GLA may introduce to improve security and safety.

The contractor should state in their tender response the number of free of charge days/hours that are provided to allow for induction training for new officers.

6.6 Public Interest

The activities of the GLA and Mayor of London attract a great deal of public interest and the first point of contact for people attending City Hall, other GLA property or GLA events will be the security staff and first impressions do count.

As representatives of the GLA and the Mayor, the conduct of officers will be open to both public and media scrutiny; this is particularly the case when officers get involved in restoring order at public meeting, refusing admission to premises/events or physically removing people from premises.

Staff deployed on this contract need to be aware of this fact and accept that their images and voice may appear in the traditional media as well as on social media websites and as a result of their role or actions they may become the subject of media interest.

Where criminal offences are alleged officers may be required to attend court to give evidence.

6.7 Contractor's Staff Responsibilities and the use of Social Media

The individual officers employed on this contract must maintain the trust and confidence of the GLA, if this trust is breached the individual shall be removed from the contract. In this regard the contractor's staff will also need to exercise care when using social media in their personal lives.

This means that contractor's staff should;

- Not use social media to post critical comments about either the Mayor and/or Assembly Members
- Not use social media to post critical comments about fellow officers, GLA staff or the GLA as a whole that would either damage the reputation of the GLA, or of any individual officer;
- Not use social media in a way that violates the GLA's policies and public duties on harassment and equalities or that could result in any officer perceiving themselves to be a victim of harassment or discrimination;
- Not use information obtained in the course of employment on the contract, which is subject to a duty of trust and confidence, as the basis for any social media post;
- Not use social media in a way that breaks the law either relating to civil or criminal law and officers should note that Criminal acts committed other than in the course of employment may also warrant disciplinary action where the offence affects the interest of the GLA and/or the continued performance of the contract.

The Contractor's staff are also subject to the Data Protection Act and the laws of defamation at all times.

6.8 Professional News Media and Corporate Communications

The Contractor and its employees must not make statements or give interviews to the professional news media in relation to this contract without the prior approval from the GLA. This also applies to corporate communications and marketing material that is sent to the contractors own staff, clients, prospective clients or used as general advertising.

6.9 Complaints and Investigations

The GLA operates a complaints and comments procedure that allows members of the public to submit complaints and comments about GLA services, which includes services provided under this specification, to the Mayor of London. Details of the procedure can be found at: <http://www.london.gov.uk/contact-us/making-complaint/gla-complaints> .

Any such complaints or comments will be passed on to the contractor to fully investigate and the outcome of the contractor's investigation reported back to the GLA. The GLA will then respond to the complainant. The supplier shall take the necessary action to address any complaints within their control that are upheld. In cases where comments are made these shall be taken into consideration and actioned where they have merit and no detrimental impact on the service and are agreed by the GLA.

In some cases the GLA will undertake its own investigation into complaints or incidents and the contractor is required to co-operate with any such investigation.

6.10 Legal Representation

There may be occasions when in carrying out their duties that the contractor's officers become involved in incidents that lead to allegations of criminal offences, such as assault, being made against the officer and the Police being called. In the event that the officer is arrested and/or charged with an offence as a result of carrying out their duties, the supplier, at their own expense, is responsible for providing the officer with all necessary legal support through to the conclusion of the case. In such incidents where it is deemed necessary by the GLA or supplier to suspend the officer pending the outcome of the case, the officer will remain on full pay at the expense of the supplier, but the post must be backfilled by another site trained officer. This provision does not affect any internal disciplinary procedures that the contractor may follow at their own discretion, or decide to implement.

7.0 Staffing Requirements

7.1 Licensing

All security officers provided under this specification must have the appropriate valid Security Industry Authority License(s) for the role they will be performing. As a minimum this will be the Door Supervisor's License. Reception staff are not required to hold SIA Licenses.

7.2 Capacity to Supply

The contractor must have the capacity to provide fully trained security officers, as per the requirements of this specification, and where necessary, supervisors to all locations identified in this specification. The timescales and duration will depend on the location, nature of the deployment and the number of officers being requested.

The following is the minimum standard required;

- City Hall and any other GLA buildings – up to 4 site-trained security officers within 2 hours' notice, increasing to a total of 8 security officers after 6 hours' notice. For regular planned work at City Hall a far greater notice period will be given, typically 4 weeks.
- Trafalgar Square and Parliament Square - up to 4 security officers within 2 hours' notice, increasing to a total of 8 security officers after 6 hours' notice.
- Events and operations at any location – the number of officers will vary, historically it has been up to 20 officers, although an average would be 12 and typically 4 weeks notice would be given, although often it will be longer, especially for larger events.

Any officers failing to report for duty (blow outs) in any assignment must be replaced within 2 hours.

It should be noted that under this specification there is no guaranteed minimum number of hours. It is possible that in any given month no officers will be required.

7.3 Hours of Work

Officers will be required to work between 8.5 hours and 12 hours per shift, as per the needs and requirements of the business. Officers deployed at City Hall must have an unpaid lunch break of 1 hour. However, occasionally officers may be required to work additional hours based on the requirements of the business but in line with the working time directive.

Should the contractor's officers be required to travel to and from site during periods when public transport has closed, eg Christmas and New Year, the contractor must make appropriate arrangements, at their cost, to ensure their staff are able to report for duty on time and get home at the end of their shift.

The minimum order quantity shall be one officer for half a shift. ie. either 4.25 hours for deployments that use an 8.5 hour shift or 6 hour for deployments that use 12 hour shifts.

7.4 Gender Balance

The GLA actively promotes equality and as such require an equal balance of male and female officers. This is particularly important at City Hall because of the policy to search all visitors.

7.5 Staff Selection

Depending upon the specific requirement the GLA may wish to interview the contractor's security officers prior to them commencing work on an assignment and reserve the right to reject officers that it considers unsuitable.

Occasionally, a security officer may be deemed by the GLA contract manager as unsuitable for the GLA contract. In these cases it is important that the supplier maintains an up to date list of unsuitable candidates to ensure that they are not re-supplied to City Hall.

7.6 Proof of Identity and right to work in the United Kingdom

On first deployment on a GLA assignment, security officers will be required to show their appropriate SIA Licenses(s) and provide proof of identity and right to work in the United Kingdom, eg. Passport, driving license or other GLA approved form of proof.

7.7 Fitness for Duty

All security officers provided to the GLA must be fit to meet the requirements of the assignment and must report for duty in an alert condition. The "double shifting" of officers is not an acceptable practice.

7.8 Agency Worker Regulations

The provisions of the Agency Workers Regulations are likely to apply to contract Security Officers deployed at City Hall. These regulations give agency workers the right to equal treatment after a qualifying period of 12 weeks, in terms of pay and basic working conditions, as if they had been employed directly by the GLA to do the same job. This includes:

- pay
- working hours
- rest periods
- rest breaks
- annual leave
- time off for ante-natal appointments

Responsibility for ensuring equal treatment for most of these rights will primarily be with the contractor. The GLA will provide information to the contractor on pay and conditions for a comparable job in the GLA.

The GLA recognises that this may have an impact on the pay rates of the officers deployed; however, the overhead margins must remain as they are quoted in the Pricing Schedule for this specification.

8.0 Graded Pay Scheme, Charging Rates and Pricing Schedule

8.1 Graded Pay Scheme

All Security Officers supplied to the GLA must be paid, as a minimum, the London Living Wage. Other than this the pay rate should be commensurate with the skills and experience level of the officers required to deliver this specification and should be competitive in the London market place, so as to attract and retain the required calibre of staff. The Agency worker Regulations may also apply to officers deployed at City Hall, after the qualifying period, where contract security officers are performing the same role as members of the in-house security team.

It is recognised that staff turnover does occur and that new officers will be need to be introduced into the pool that support the contract. It is also recognised that regular officers will be required to provide on-the-job training to new officers and that new staff will not be as efficient and effective on day one as fully site-trained and experienced officers. To reflect this, the contractor should introduce a "Graded Pay Scheme" that pays competent, site trained officers more than new starters or irregular officers. This should apply for all grades of staff working on site. The lower pay rate for new starters and untrained relief officers should also be reflected in a lower charge rate to the GLA, at the same percentage differential as for a fully site trained officer.

The GLA believes that this provides staff with an incentive to become competent as quickly as possible in addition to recognising the value of contract-experienced staff who will be required to train new starters. It will also provide an incentive for management to minimise staff turnover by providing the right calibre of officer and ensure that staff receive the necessary training needed to bring them up to the required standard as quickly as possible. To support this, an auditable competency based training and assessment scheme will be required to demonstrate that the new officer has achieved the required level of site knowledge, skill and competency. The matrix must be available and implemented within 2 months of the award of contract. As a guide the section 6 on "Professional Standards and Training" will assist in developing a matrix that is relevant to this specification.

The impact of the Graded Pay Scheme on the pricing must be reflected in the monthly invoicing, ie. the price charged in a given month will be lower than the top rate if not all staff are signed off as fully site trained.

8.2 Duration

This Framework agreement is for a period of three years from the commencement of the contract, with the option of mutually extending by a further one year. The contract will, however, be priced for the full four years.

8.3 Pricing Schedule

The contractor is required to complete the Pricing Schedule supplied by the GLA for the staff, services and support provided under this specification. The prices stated in the schedule must be valid and fixed for the duration of the contract. The price quoted should include any additional payments for Bank Holidays and Leap Years, the next being in 2016.

The pay rates to the officers quoted in the schedule may be increased to comply with the Agency Worker Regulations, if applicable; however, the uplift element must not be increased as result.

For the purposes of the Pricing Schedule the rates should be based on the assumption that all staff provided under the contract are fully trained, competent to deliver the service required and are paid the top rate under the Graded Pay Scheme.

All officers supplied under this contract must be paid as a minimum the Mayor's London Living Wage, currently £8.80 (as at 1st April 2014). However, the pay rate should be commensurate with the skills and experience level of the officers required to deliver this specification and should be competitive in the London market place, so as to attract and retain the required calibre of staff. Further information on the Mayors London Living Wage is available on the Authority's website at <http://www.london.gov.uk/qla/publications/economy.jsp>

Any anticipated wage increase required to retain and recruit the right calibre of staff for the duration of the contract must be reflected in the Pricing Schedule. As a minimum the pay rates must not fall lower than the hourly rate paid under the Mayor's London Living Wage. Any exceptional increases e.g. caused through changes in legislation, outside those quoted in the pricing schedule must be mutually agreed in advance and confirmed in writing with the GLA. A Contract Variation is required for any pricing changes outside those stated in the contractor's Pricing Schedule. The contractor is responsible for completing and submitting the completed Contract Variation to the GLA for approval.

When preparing the Pricing Schedule the contractor is advised to be mindful of the impact of any increases the London Living Wage may have on the differential paid between officers and supervisors, as well as between security staff and other contractors working on site such as cleaning, catering and maintenance staff.

9.0 Key Performance Indicators (KPI's) and Quality Assurance

9.1 Key Performance Indicators (KPI's)

The contractor shall complete the GLA's monthly Key Performance Indicator (KPI) matrix that is used to monitor the performance of the contract. The KPI matrix will be periodically reviewed and updated to accurately reflect the service issues that are being encountered. The current KPIs are attached at ANNEX B.

The contractor will be required to self-assess their performance and complete the matrix on a monthly basis. The first KPI report shall be submitted by the end of the first week following the first full month of service. Thereafter reports shall be submitted to the GLA contract manager 3 working days in advance of the monthly and quarterly meetings. Failure to submit the monthly KPIs on time will be deemed as a KPI failure.

If an overall score of 2 "reds" or 3 "ambers" are achieved for 2 consecutive months or in 3 months out of every rolling year the contractor will be required to rebate 5% of that month's net invoice, which should be credited in the following month's invoice.

If a contractor repeatedly, i.e. 3 months in a row or 6 months in a rolling 24 month period fails to meet the required KPI standard they will be required to rebate an additional 2% for each month that the service fails to meet the required standard. Continued failure against the KPIs may result in the early termination of the contract.

9.2 Quality Assurance

Maintaining professional standards and high levels of quality is of paramount importance to the GLA. The contractor must ensure appropriate arrangements are in place to ensure that a quality service is delivered.

10.0 Management Support and Meetings

10.1 Management Support

The contractor shall put in place an appropriate management structure to ensure that the officers on site are adequately supervised, trained and supported. As a minimum this must include;

- A senior person responsible for the contract who would attend formal quarterly contract review meetings eg. managing director, director
- Area Manager – Dedicated to supporting the operation
- Contract/Operations Manager – The day to day contact
- 24/7 Control Room – for placing orders and reporting issues
- Duty Schedulers – the people responsible for arranging rosters

10.2 Management Meetings

The contractor is required to attend Quarterly Contract Review meetings, which should involve the senior contact and contracts/operations manager. At these meetings the KPI's for the period and service quality will be reviewed.

In addition, monthly operational meetings are required, which should involve the contracts/operations manager responsible for service delivery.

11.0 SIA Licence Renewal Service for in-house GLA Security Staff

The GLA requires the contractor to offer SIA upskilling training to the GLA in-house security team. There are currently circa 33 in-house SIA licensed staff, each officer is currently holds the Door Supervision and Public Space Surveillance License. Equally, if the GLA recruits a new security officer without the necessary license then the contractor may be required to arrange the required SIA training and examination for the individual. The training can only be passed on to the GLA on an at cost basis, ie. no mark-up or administration fee.

12.0 Invoicing

Invoicing must be monthly in arrears and supported by a schedule detailing the specific assignment, location and type of officer eg. security officer, supervisor, close protection officer, names of the officers with the days and hours that they worked for the GLA, and any GLA reference number. The rates charged must reflect the Graded Pay Scheme level of the officers that have been deployed during that period.

All invoices must quote the valid Purchase Order number, which covers the assignment.

The GLA's financial year-end is 31st March and invoices for services provided in March must be provided no later than 31st March.

Further information on how invoices must be submitted is detailed in ANNEX D.

***** E n d *****

City Hall Admissions Policy

Welcome to City Hall, while you are waiting to go through the search point please familiarise yourself with the Admissions Policy.

As part of City Hall's health and safety arrangements, admission for all visitors is conditional upon agreeing to go through the search procedures and complying with all security arrangements and instructions as detailed below. The Greater London Authority (GLA) reserves the right to refuse admission.

Search Procedures

All visitors wishing to enter City Hall will be subject to a security search of both their person and any bags or carried items, including folding bicycles. The search aims to ensure that no prohibited items (please refer to the list displayed nearby) are either deliberately or accidentally brought into the building.

Please note that visitors may also be required to place their outer garments, hats, shoes and belts through the x-ray scanner, and laptop computers will need to be removed from their cases. Wheelchairs will also be subject to search. The scanning equipment will not harm photographic or electronic media or devices.

It will assist the search process if people are ready to remove metal objects carried on their person (with the exception of very small items of jewellery) and place them in the trays provided.

At the discretion of the Security Officer, visitors found in possession of prohibited items may be refused entry to the building, or will only be admitted if they are prepared to surrender the items to Security, for which a receipt will be issued. Any confiscated items can be collected from Security, on production of the receipt on departure from the building, with the exception of certain prohibited items which are considered likely to pose safety risks to staff and the public which will be passed to the Police.

At the discretion of the Security Officer, visitors deliberately trying to conceal prohibited items or being obstructive may be refused entry and reported to the Police.

Visitor's Behaviour and Conduct

Visitors to City Hall are respectfully requested to behave in a considerate and courteous manner at all times and comply with official instructions given by Security Officers and GLA Staff. Anyone who is considered to be a threat to good order will not be admitted. Visitors must not disrupt or interfere with the activities that are taking place at City Hall.

The intimidation of Security Officers or other members of GLA Staff will not be tolerated and neither will; assault on staff, aggressive behaviour, offensive, threatening or abusive language or gestures.

Anyone displaying these behaviours or not complying with official instructions will be required to leave City Hall immediately and may at the discretion of the Security Officer be refused from future entry.

Visitors are advised not to make comments to security staff that could be interpreted as a potential threat; such actions could result in the Police being called.

Children

Young people under the age of sixteen will not be permitted access to the building unless accompanied by an appropriate adult or by prior arrangement. Security staff may ask for proof of age if the visitor does not look sixteen years of age or over.

Animals

The only animals permitted access to City Hall are assistance animals and police search dogs with appropriate official identification.

Photography and Filming

No photography or filming of City Hall security and reception arrangements or equipment is permitted.

The use of camera or audio-video recording equipment in such a way so as to cause alarm, distress or harassment of staff or visitors or using it in such a way that causes interference with their duties or visit is prohibited.

No commercial photography or filming at City Hall is permitted without prior written agreement from the Greater London Authority.

CCTV

For everyone's security and safety, monitored and recorded CCTV is in operation at City Hall.

Changes to Security Arrangements

Please note in the interests of everyone's health and safety, security arrangements are subject to no notice extension and change.

THANK-YOU FOR YOUR UNDERSTANDING AND CO-OPERATION

Prohibited Items

To help protect the safety and welfare of both visitors and staff the following is a non-exclusive list of items that are prohibited from being brought into City Hall;

- Bladed items, including; pen knives, fixed bladed knives and scalpels
- Offensive weapons eg. tasers, etc.
- Imitation or toy weapons, including toy hand grenades and guns
- Items that could be readily converted into weapons
- Component parts of weapons
- Flares or fireworks
- Party poppers and party canons
- Helium filled balloons
- Strobe lights, high intensity torches and lasers
- Hazardous materials eg. CS gas, pepper spray, gas canisters, acids and alkalis
- Spray paints or cans of paint
- Powders that are not personal prescription medicines or for cosmetic purposes
- Illegal drugs
- Opened bottles / cans of alcohol
- Pointed Scissors / pointed tweezers
- Knitting Needles
- Syringes (unless required for personal medical use)
- Placards, Banners and Flags
- Mobile phone jamming devices
- Items that could cause loud audible disruption eg. whistles, megaphones, sirens, air horns, large radios / cd players
- Covert surveillance and recording equipment
- Climbing and abseiling equipment
- Tools eg. pliers, screwdrivers, wire cutters, saws, etc.
- Any items considered to be suspicious or unacceptable by security staff that the owner cannot provide a reasonable explanation for possessing