

case of non-compliance with Clause 52.2) within seven (7) days of receipt of the notice the Contractor confirms to the Company that he has procured all of the relevant Declarations required under Clause 52.2.

52.6. A persistent breach of Clause 52.2 and/or Clause 52.3 by the Contractor shall entitle the Company to terminate this Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 26.1(c).

52.7. In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Contractor shall remove or procure the removal (as the case may be) of such Relevant Individual from this Agreement and each Contract and/or the Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Works.

52.8. Nothing in this Clause 52 shall in any way waive, limit or amend any obligation of the Contractor to the Company arising under this Agreement and each Contract and the Contractor's responsibilities in respect of the provision of the Works remain in full force and effect and the Contractor cannot claim any extra costs or time as a result of any actions under this Clause 52.

53. Transport for London Group

53.1. Declaration of Ineffectiveness and Public Procurement Termination Event

(a) Without prejudice to the Company's right to terminate the employment of the Contractor under Clauses 26.1 and 26.2(a) or at common law, the Company may terminate the Contractor's employment at any time in accordance with the provisions of this Clause 53.1 if:

- i. there is a Declaration of Ineffectiveness; or
- ii. a Public Procurement Termination Event occurs (without prejudice to the Company's rights of termination implied into this Agreement or any Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016).

(b) In the event that any court makes a Declaration of Ineffectiveness or a Public Procurement Termination Event occurs, the Company shall notify the Contractor. The Parties agree that the provisions of this Clause 53.1 shall apply as from the date of receipt by the Contractor of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 26.1 and this Clause 53.1 or the Cessation Plan, the provisions of this Clause 53.1 and the Cessation Plan prevail.

- (c) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (d) As from the date of receipt by the Contractor of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - i. an orderly and efficient cessation of the Works or (at the Company's request) a transition of the Works to the Company or such other entity as the Company may specify; and
 - ii. minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 53.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Contractor's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of this Agreement and any Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Contractor for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Agreement and any Contract in accordance with this Clause 53.1.

53.2. Crime and Disorder Act 1998

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

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and

- (c) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent in its area;
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending

and in the performance of this Agreement and each Contract, the Contractor shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

53.3. The Company's business

The Contractor acknowledges that it:

- 53.3.1.** has sufficient information about the Company and the Works;
- 53.3.2.** is aware of the Company's processes and business;
- 53.3.3.** has made all appropriate and necessary enquiries to enable it to carry out the Works in accordance with the Contract;
- 53.3.4.** is aware of the purposes for which the Works are required; and
- 53.3.5.** shall neither be entitled to any additional payment nor excused from any obligation or liability under this Agreement and each Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Works.

53.4. Best value

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

53.5. Data Protection

53.5.1. The Contractor 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 Company ("Company Personal Data"), the Contractor shall only carry out such processing in order to carry out the Works and at all times in accordance with any instructions from the Company.

53.5.2. When the Contractor receives a written request from the Company for information about, or a copy of, Company Personal Data, the Contractor shall supply such information or data to the Company within such time and in such a form as is specified in the request (such time to be reasonable) or if no period of time is specified in the request, then the Company shall supply the information or data within fourteen (14) days from the date of the request.

53.5.3. The Company shall remain solely responsible for determining the purposes and manner in which Company Personal Data is to be processed. The Contractor shall not share any Company Personal Data with any subcontractor or third party unless there is a written agreement in place which requires the subcontractor or third party to:

(a) only process Company Personal Data in accordance with the Company's instructions to the Contractor; and

(b) comply with the same data protection requirements that the Contractor is required to comply with under the Contract.

53.6. Conflict of Interest

53.6.1. The Contractor acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Works or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

53.6.2. The Contractor shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this Agreement and any Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Works under this Agreement and any Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the Works from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Agreement and any Contract.

53.7. Equality and Diversity

53.7.1. Without limiting the generality of any other provision of this Agreement and any Contract, the Contractor:

- (a) shall not unlawfully discriminate;
- (b) shall procure that its employees and agents do not unlawfully discriminate; and
- (c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the Works,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

53.7.2. The Contractor acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

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

53.7.3. In performing this Agreement and each Contract the Contractor shall assist and cooperate with the Company where possible in satisfying this duty.

53.7.4. The Contractor shall ensure that its staff, and those of its subcontractors who are engaged in the performance of this Agreement and each Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

- (d) To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Contractor shall assist and co-operate with the Company where possible.

54. Work Related Road Risk

54.1. For the purposes of Clauses 54.1 to 54.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

“Bronze Accreditation”	<p>the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:</p> <p>www.fors-online.org.uk</p>
“Car-derived Vans”	<p>a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;</p>
“Collision Report”	<p>a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;</p>
“Delivery and Servicing Vehicle”	<p>a Lorry, a Van or a Car-derived Van;</p>
“Driver”	<p>any employee of the Contractor (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Contractor while delivering the Works;</p>
“DVLA”	<p>Driver and Vehicle Licensing Agency;</p>
“FORS”	<p>the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;</p>
“FORS Standard”	<p>the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:</p> <p>www.fors-online.org.uk</p>
“Gold Accreditation”	<p>the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:</p>

www.fors-online.org.uk

“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

54.2. Fleet Operator Recognition Scheme Accreditation

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, it shall within ninety (90) days of the Framework Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
- (b) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Contractor has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

54.3. Safety Equipment on Vehicles

- (a) The Contractor shall ensure that every Lorry, which it uses to provide the Works, shall:

- (b) have Side Guards, unless the Contractor can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (c) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (d) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (e) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

54.4. Driver Licence Checks

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works, the Contractor shall ensure that:

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and
- (b) each of its Drivers engaged in the provision of the Works has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Works and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor's risk scale, provided that the Contractor's risk scale has been approved in writing by the Company within the last twelve (12) months:
 - (i) 0 – 3 points on the driving licence – annual checks;
 - (ii) 4 – 8 points on the driving licence – six monthly checks;
 - (iii) 9 – 11 points on the driving licence – quarterly checks; or
 - (iv) 12 or more points on the driving licence – monthly checks.

54.5. Driver Training

Where the Contractor operates Delivery and Servicing Vehicles to provide the Works the Contractor shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and