

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

55.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, it shall within 90 days of the 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 Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

55.8.3 The Supplier shall ensure that every Lorry, which it uses to provide the Goods and Services, shall:

- (a) have Side Guards, unless the Supplier 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;
- (b) 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;
- (c) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (d) 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.

Driver Licence Checks

55.8.4 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services the Supplier 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 Drivers licence; and
- (b) each of its Drivers engaged in the provision of the Goods and Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Goods and Services 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 Supplier's risk scale, provided that the Supplier's risk scale has been Approved in writing by the Company within the last 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.

Driver Training

55.8.5 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services the Supplier 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 on-cycle hazard awareness, throughout the term of the Agreement and each Contract.

Collision Reporting

55.8.6 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, the Supplier shall:

- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

- (b) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five working days of a written request from the Company.

Self Certification of Compliance

- 55.8.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 55.8.3, 55.8.4 and 55.8.5 of this Agreement (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Supplier Regarding Subcontractors

- 55.8.8 The Supplier shall ensure that those of its subcontractors who operate Delivery and Servicing Vehicles to provide the Goods and Services shall:
 - (a) comply with Clause 55.8.2; and
 - (b) where its subcontractors operates the following vehicles to provide the Goods and Services shall comply with the corresponding provisions of this Agreement:
 - (i) For Lorries – Clauses 55.8.3, 55.8.4, 55.8.5 and 55.8.6; and
 - (ii) For Vans – Clauses 55.8.4, 55.8.5, and 55.8.6,

as if those subcontractors were a party to this Agreement.

Failure to Comply with Work Related Road Risk Obligations

- 55.8.9 Without limiting the effect of any other clause of this Agreement or any Contract relating to termination, if the Supplier fails to comply with any of Clauses 55.8.2, 55.8.3, 55.8.4, 55.8.5, 55.8.6, 55.8.7 and/or 55.8.8:
 - (a) the Supplier has committed a material breach of this Agreement and any Contract; and
 - (b) the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

56 CompeteFor

- 56.1 Without prejudice to Clause 35 the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier.
- 56.2 The Supplier will use all reasonable endeavours to ensure that its sub-contractors (for the purposes of this clause, the "**Supplier's Sub-contractors**") use CompeteFor, on a non-exclusive basis, to make available to other sub-contractors all appropriate opportunities, arising in connection with the Agreement and each Contract, to supply goods, works and services to the Supplier's Sub-contractors.
- 56.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Agreement and each Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Sub-contractors, as required by this Clause 56, and will report this information on a quarterly basis by way of email to the Company Representative.

57 Criminal Record Declarations

- 57.1 For the purposes of this Clause 57:

"**Relevant Individual**" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods and Services; and

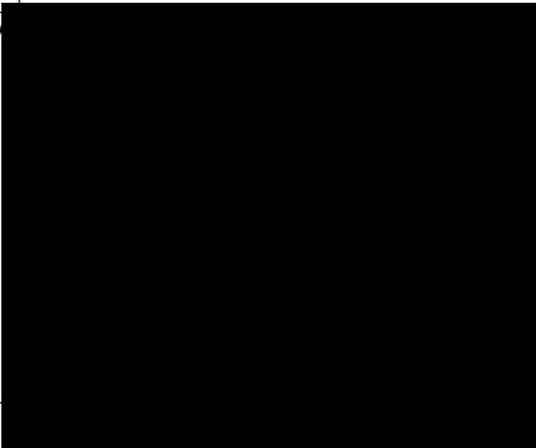
"**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

- 57.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods and Services. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 57.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods and Services any Relevant Individual who has disclosed a Relevant Conviction.
- 57.4 The Company shall have the right in accordance with the audit rights set out in Clause 6 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 57 at any time during performance of this Agreement and each Contract.
- 57.5 If the Supplier fails to comply with the requirements under Clauses 57.2 and/or 57.3 the Company may, without prejudice to its rights under Clause 22.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Agreement and each Contract and/or 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 Goods and Services unless (in the case of non-compliance with Clause 57.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 57.2.
- 57.6 A persistent breach of Clause 57.2 and/or Clause 57.3 by the Supplier shall entitle the Company to terminate the Agreement and each Contract in whole or in part with immediate effect in accordance with Clause 22.1(a).
- 57.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the 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 Goods and Services.
- 57.8 Nothing in this Clause 57 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Agreement and each Contract and the Supplier's responsibilities in respect of the provision of the Goods and Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 57.

Schedule 1
Detailed Terms

Commencement Date	November 5th, 2018
Term	5 Year with option to extend.
Warranty Period	PRECISION CHAINS LIMITED offer a material and workmanship warranty period of 2 years for all new components from the date of delivery. This warranty covers all new components to be free from defects and warrants that the finished article complies with drawing specifications supplied by us to the customer
Framework Specification	As per relevant drawings and Specification SPC-LAE-TM00-0585434 02 Manufacture and testing of replacement escalator step chains as found in Schedule 3 and 3b
Additional standards pursuant to Clause 4.3(d) and 4.5(d):	None.
The Liquidated Damages for delay for the purpose of Clause 11.3 payable for such Goods are: The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 11.3 is every:	Not used.
The maximum amount of Liquidated Damages payable under Clause 11.3 expressed as a percentage of the price payable for such Goods is:	Not used.
The Liquidated Damages for delay for the purpose of Clause 14.14 payable for such Services are: The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 14.14 is every:] The maximum amount of Liquidated	Not used.

Damages payable under Clause 14.14 expressed as a percentage of the price payable for such Services is	
Security required pursuant to Clause 49.1:	Not used.
Bond	Not used.
Parent Company Guarantee	Not used.
Application for payment dates	Not used.
Interest Rate pursuant to Clause 51.1	Not used.
The Suppliers total liability for the purpose of Clause 24.9 is	Not used.
The following Supplier Personnel are Key Personnel	

Schedule 2

Pricing Schedule

1. UNIT PRICE – Price for each item are listed in this schedule 2:-
 - 1 Prices include all cost whatsoever.
 - 2 Prices are fixed for the term of the contract with the exception of material content cost of the parts listed below which is subject to the polymer materials cost and or the UK Steel Index as published by the Engineers Employer Federation. The Prices will be held until the anniversary of the contract each year and have been calculated at a base rate of 198.1 and tyre bonding polymer base rate of £4.15 per component. If the market rate of steel or tyre bonding polymer has risen or fallen by greater than 5% of this base rate at that time an adjustment may be agreed. The supplier will produce evidence to show any changes in the market rate of steel and / or the market rate tyre bonding.

The material content cost of the following products is compared as follows

58% of the cost listed in schedule 2 is steel content and subject to the market rate of steel.

SAP Short Description	Description	LUL	QTY 10 < Precision Chains Ltd			QTY Precision Chains Ltd			QTY < 150			QTY < 200		
			Qty	Delivery Time	Price per unit	Qty	Delivery Time	Price per unit	Qty	Delivery Time	Price per unit	Qty	Delivery Time	Price per unit
112/1000 CHAIN STEP RH TABBED MHA/B GREA	STEP CHAIN ASSY LH TABBED MH-A ESCALATOR TO LUL DRG 112-999 ISSUE 'C'	127/3776	10 pcs.	16 - 20 weeks		100 pcs.	16 - 20 weeks		150 pcs.	16 - 20 weeks		200 pcs.	16 - 20 weeks	
112-12032 CHAIN STEP P'BUSH HD-B TABLESS	STEP CHAIN ASSY RH TABBED MH-A ESCALATOR TO LU DRG 112-1000 ISSUE 'C'	127/3100	10 pcs.	16 - 20 weeks		100 pcs.	16 - 20 weeks		150 pcs.	16 - 20 weeks		200 pcs.	16 - 20 weeks	
112-12047 CHAIN STEP MY-A (METRIC TAB)	STEP CHAIN ASSEMBLY MY-A POLYMER BUSHED TABBED SIX AXLE LENGTH WITH METRIC DIMENSIONS TO LU DRAWING 112- 12047 REV 'B' (REF. DCN/LU/767 DATED 9/12/16)	206/2830	1 - 10	16 - 20 weeks		45>	16 - 20 weeks		150 pcs	16 - 20 weeks		200 p[cs	16 - 20 weeks	
112/1917 CHAIN STEP POLY BSH TABD MYA	STEP CHAIN ASSY POLYMER BUSHED TABBED MYA ESCALATOR TO LU DRG 112-1917 REV 'B'	127/3168	1 - 10	16 - 20 weeks		90>	16 - 20 weeks		150 pcs	16 - 20 weeks		200 pcs	16 - 20 weeks	
CHAIN STEP PS-X98 10 AXLE RH 112- 12041	STEP CHAIN PS-X98 10 AXLE LENGTH RIGHT HAND TO LU DRAWING 112- 12041 REV 'A' 270KN BREAKING LOAD	204/6652	1 - 10	16 - 20 weeks		45>	16 - 20 weeks		150 pcs	16 - 20 weeks		200 pcs	16 - 20 weeks	

SAP Short Description	Description	LUL	QTY 10 < Precision Chains Ltd			QTY Precision Chains Ltd			QTY < 150			QTY < 200		
			Qty	Delivery Time	Price per unit	Qty	Delivery Time	Price per unit	Qty	Delivery Time	Price per unit	Qty	Delivery Time	Price per
CHAIN STEP PS-X98 10 AXLE LH 112-12040	STEP CHAIN PS-X98 10 AXLE LENGTH LEFT HAND TO LU DRAWING 112-12040 REV 'A' 270KN BREAKING LOAD	204/6653	1 - 10	16 - 2 week	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]